

IN THE HIGH COURT OF ORISSA AT CUTTACK

MACA No.11 of 2018

MACA Nos.11 & 288 of 2018

***Regional Manager, M/s. Oriental
Insurance Company Ltd.***

(in MACA No.11/2018)

Sangram Gouda

(in MACA No.288/2018)

.... Appellants

Mr. G.P. Dutta, Advocate (in MACA No.11/2018)

Mr. R. C. Pradhan, Advocate (in MACA No.288/2018)

-versus-

Sangram Gouda and Another (In MACA No.11/2018)

Purna Chandra Sahoo and Another (In MACA No.288/2018)

.... Respondents

Mr. R. C. Pradhan, counsel for Respondent No.1
(in MACA No.11/2018)

Mr. G.P. Dutta, counsel for Respondent No.2
(in MACA No.288/2018)

**CORAM:
SHRI JUSTICE B. P. ROUTRAY**

**ORDER
29.8.2022**

Order No.

- 07.
1. The matters are taken up through hybrid mode.
 2. Heard Mr. G.P. Dutta, learned counsel for the insurer and Mr. R.C. Pradhan, learned counsel for the injured - claimant.
 3. Both the appeals being arise out of the same judgment, are heard together and disposed of by this common order.

4. Both the appeals are directed against the impugned judgment dated 24th June, 2017 of learned 7th MACT, Bhubaneswar passed in MAC No.61 of 2014 wherein compensation to the tune of Rs.3,82,564/- along with interest @ 6% per annum from the date of filing of the claim application has been awarded on account of injuries sustained by the injured – claimant in the motor vehicular accident dated 29th January, 2014.

5. MACA No.11 of 2018 has been filed by the insurer challenging the award and MACA No.288 of 2018 has been filed by the claimant praying for enhancement of the compensation amount.

6. Mr. Dutta, learned counsel submits on behalf of the insurer that the direction of the tribunal to grant Rs.2 lakhs towards fracture of femur and tibia besides medical expenses to the tune of Rs.1,56,064/- is without any basis. On the other hand Mr. Pradhan submits on behalf of the injured – claimant that as per the medical bills submitted he incurred expenses to the tune of Rs.4,51,000/- for his treatment as nailing was done and plates were fixed.

7. Upon hearing both parties, perusal of the impugned judgment reveals that the tribunal disbelieved the total medical expenses claimed by the injured because the bills were prepared after discharge of the injured from the hospital and not supported with evidence of P.W.1 (the claimant) that after his discharge from hospital on 21st February, 2014 he was again admitted in the hospital. Therefore the tribunal limited the medical expenses to the tune of Rs.1,56,064/-. Nevertheless, the tribunal without any discussion has simply added Rs.2 lakhs for fracture of femur and tibia. Perhaps the tribunal

intended such amount towards pain and suffering because no amount for the same has been granted. So, considering the period of treatment for 23 days, as an indoor patient and the nature of injuries, the amount is reduced to Rs.1,00,000/- towards pain and sufferings.

8. It is also noticed that the tribunal has not granted any amount towards loss of earning though the injured has stated in his evidence that he was earning Rs.6000/- per month as an electrician. So taking the same into consideration vis-à-vis the nature of injuries and period of treatment, a sum of Rs.36,000/- is granted to the injured towards loss of earning. It needs to be mentioned that the injured is not entitled for any future loss of earning in absence of any material towards specific nature of disability and considering his nature of avocation. The injured – claimant is thus found entitled for total compensation of Rs.3,18,564/- payable along with interest @ 6% per month.

9. In the result, both the appeals are disposed of with a direction to the insurer, i.e. Oriental Insurance Co. Ltd. to deposit a reduced compensation amount of Rs.3,18,564/- (three lakh eighteen thousand five hundred sixty-four) before the tribunal along with interest @ 6% per annum from the date of filing of the claim application within a period of two months from today; where-after the same shall be disbursed in favour of the injured-claimant on such terms and proportion to be decided by the learned Tribunal.

10. The statutory deposit made by the insurer - Appellant in MACA No.11 of 2018 before this court along with accrued interest be refunded to the Appellant - insurer on proper application and on

production of proof of deposit of the awarded amount before the tribunal.

11. An urgent certified copy of this order be issued as per rules.

(B.P. Routray)
Judge

M.K.Panda

