IN THE HIGH COURT OF ORISSA AT CUTTACK

FAO No.625 of 2020

The Divisional Manager, ... ***Appellant***
M/s.Oriental Insurance Company Ltd.
Mr.P.K.Mohanty, Advocate

-versus-

Sindhu Mahakuda and another .... ***Respondents***
Mr.A.S.Nandy, Advocate for Respondent No.1

CORAM:
JUSTICE B. P. ROUTRAY

ORDER

Order No. **3.11.2022**

8. 1. Present appeal by the Appellant-Insurer is directed against judgment dated 12th December, 2019 of the Commissioner for Employee's Compensation-Cum-Divisional Labour Commissioner, Dhenkanal, in E.C. Case No.17/2017 (W.C. Case No.14/2008), wherein compensation to the tune of Rs.3,99,096/- has been granted with effect from the date of filing of the claim application on account of injuries sustained by the claimant in course of his employment as a driver of Tata 407 Mini Truck bearing Registration No.OAU-9424.

2. The entire challenge is based on two grounds, first, the injured claimant did not suffer with any permanent disability and

secondly, grant of interest @12% from the date of accident is illegal.

3. It is submitted on behalf of the Insurer that the injured has renewed his driving license with effect from 25th April, 2011 for transport vehicle and from 25th April, 2013 in respect of non-transport vehicle. Therefore he did not suffer any permanent disability.

4. It is seen from the impugned award that the Tribunal has computed compensation amount based on the disability certificate produced by the Appellant under Ext.5. As per Ext.5, the claimant sustained 50% permanent disability and the Commissioner counted 100% loss of earning capacity due to such disability. The accident is dated 5th August, 2004 and renewal of driving license of the injured claimant with effect from 25th April, 2011 is not disputed. According to the claimant, his right knee was fractured in the accident and he underwent operation.

5. The Insurer by filing copy of the extract of driving license of the injured obtained from the R.T.O., Bhubaneswar has prayed to take the same on record by way of additional evidence.

6. It is seen from the said extract of the driving license that the validity of the license of the injured, namely, Sindhu Mahakuda in respect of transport vehicle was renewed from 25th April, 2011 and for non-transport vehicle from 25th April, 2013. This renewal of the driving license of the injured from such dates is not denied by the claimant-Respondent No.1.

7. Section 15 of the Motor Vehicles Act, 1988 read with Rule 5 and Rule 18 of the Central Motor Vehicle Rules, 1989 prescribes that unless a person above the age of 40 years is physically fit without any disability, his driving license cannot be renewed further. In such case, the applicant needs to furnish a self declaration regarding his physical fitness subject to production of required medical certificate in the prescribed format.

In the instant case, the renewal of driving license from such date as stated above is admitted and therefore, it is established that the injured claimant did not suffer with the disability mentioned under Ext.5 from 25th April, 2011 when he renewed his driving license. In other words, the injured claimant became free from any such permanent disability from 25th April,

2011. So the claimant is not entitled for any compensation towards loss of future income on account of such disability.

8. With regard to the second contention of the Insurer about grant of interest from the date of accident, the same is found without substance. In the case of ***Pratap Narain Singh Deo vs. Srinivas Sabata and another, AIR 1976 SC 222*** and ***Kerala State Electricity Board & another vs. Valsala K. & another, AIR 1999 SC 3502*** the position has been settled that the interest is payable on the compensation amount from the date of accident. This Court also in the case of ***Senior Divisional Manager, National Insurance Company Ltd. vs. Suresh Kumar Behera and another, 2019 (2) T.A.C. 461 (Ori.)*** have clarified the position upon an elaborate discussion of the decisions of the Supreme Court. As such, the challenge put forth by the Appellant to waive out the interest part does not deserve any consideration and in view of such authoritative pronouncements, the claimants are found entitled to interest @12% per annum from the date of accident. This Court also in FAO No.535 of 2014, disposed of on 4th May, 2022 have reiterated the principle holding that the interest is payable on the compensation amount from the date of accident.

9. Accordingly, keeping in view the expenses incurred during treatment, the nature of disability mentioned in Ext.5 and prevalence of the same till 2011, in the opinion of this Court a consolidated amount of Rs.3,00,000/- would suffice the purpose.

10. Since the entire compensation amount has already been deposited before the learned Commissioner, a sum of Rs.3,00,000/-(three lakhs) out of the same with proportionate accrued interest be disbursed in favour of the claimant within eight weeks from today and the balance amount along with accrued interest thereon shall be refunded to the Appellant-Insurance Company within the same period on proper application.

11. The appeal is accordingly disposed of.

(B.P. Routray)
Judge

C.R.Biswal