

IN THE HIGH COURT OF ORISSA AT CUTTACK

**W.P.(C) No.21392 Of 2021
(Through hybrid mode)**

Sunil Kumar Chinara

....

Petitioner

Mr. B.K. Nayak-3, Advocate

-versus-

The Collector, Nayagarh and others

Opposite Parties

Mr. P.C. Panda, AGA

Mr.S. Patnaik, Advocate

Mr. S.K. Sarangi, Advocate

Mr. R.K. Sahoo, Advocate

CORAM: JUSTICE ARINDAM SINHA

**ORDER
30.03.2022**

**Order
No.
04.**

1. Mr. Nayak, learned advocate appears on behalf of petitioner and submits, impugned is order dated 25th September, 2020 passed by Deputy Collector, Revenue, Nayagarh Collectorate. He submits, there was accidental fire by gas leakage, in which his client suffered serious burn injury. His client is entitled to compensation under Public Liability Insurance Act, 1991. The Collector on finding fact of the accident, wrongfully refused to declare the accident as a public liability under the Act.

2. He draws attention to definition of accident in clause (a) of section 2. He also relies on sub-section (2) in section 3. According to him, this is a fit case for interference and appropriate direction for

payment of compensation to his client.

3. Mr. Panda, learned advocate, Additional Government Advocate appears on behalf of State. He relies on impugned order to submit, there should not be interference. Mr. Patnaik, learned advocate appears on behalf of Bharat Petroleum Corporation Ltd. (BPCL) and also relies upon impugned order.

4. Facts found in impugned order are not in dispute. There was accident in petitioner's jewellery shop. Further facts are that it was a domestic gas connection and cylinder issued to petitioner's father, to a different address. This domestic gas connection was brought to the jewellery shop and was obviously being used for the business. In the circumstances petitioner cannot claim that it was an accident as defined. Clause (a) in section 2 says accident means an accident involving a fortuitous or sudden or unintended occurrence while handling any hazardous substance resulting in the accident. The occurrence cannot be said to be unintended because a domestic gas connection was brought and being used for commercial purpose. In such a situation, the possibility of accident cannot be said to be completely ruled out for it to be fortuitous or sudden.

5. Reliance on sub-section (2) in section 3 is also misconceived. The provision has no application because petitioner was not called upon to prove that the injury was due to any wrongful act of any

person. He himself had brought his father's gas connection to his shop and was unlawfully using it.

6. The writ petition is without merit and it is dismissed.

(Arindam Sinha)
Judge

Sks

