

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL NO.1362 OF 2016
WITH
INTERIM APPLICATION NO.752 OF 2022

Reliance General Insurance Co. Ltd.
through it's Manager, Mr.Amit
Ashwini Sharma .. Appellant

Versus

Vijaybahadur Rampyare Kewat & .. Respondents
Anr.

...

Ms.Nikita Singh i/b Res Juris for the Appellant.
Ms.Rina Kundu for the Respondent No.1.

...

CORAM: BHARATI DANGRE, J.
DATED : 01st APRIL, 2022

P.C:-

1. The Insurance Company has entered into consent terms with the respondent/claimant, who claimed compensation before the Commissioner for Workmen's Compensation and Judge, First Labour Court, Thane in Application (WCA) No.220/C-45/2014.

2. The consent terms, signed by respondent No.1 as well as his Advocate and by the Advocate for the appellant, and record as under :-

“1. That the Respondent no. 1 shall be entitled for an amount of Rs.11,72,950/- (Rupees Eleven Lakhs Seventy Two Thousand Nine Hundred and Fifty Only).

2. The present Appellant shall be entitled for refund of an amount of Rs. 50,000/- (Rupees Fifty Thousand only) out of the said deposited amount.

3. The Respondent no. 1 shall also be entitled for the balance amount, if any, lying with the Ld. Commissioner, after such withdrawal of amounts by the parties as mentioned in clause 1) and 2) above.

4. That the Respondent no. 1 shall not claim any monies or file any proceedings/suits/any other litigation against the appellant in any court/tribunal/forums etc. for recovery of monies in respect of compensation which is the subject matter of W.C.A No.220/C-45 of 2014 and Execution Application, if any.”

3. The consent terms are taken on record and marked ‘X’ for identification. Respondent No.1 is also present in the Court.

4. Respondent No.1 approached the Commissioner, on sustaining an injury while he was employed as a Cleaner by opponent No.1 having motor dumper bearing No.MH-04-EY-1468. He was on duty and when the vehicle which he was travelling in, turned turtle on being dashed by another truck, both the legs of respondent No.1 were stuck in the dumper and he could be rescued only after the fire brigade cut the body of the dumper.

He was admitted in Sion Hospital and sustained fracture. The doctor inserted the metal plate in his both legs. He

suffered 100% occupational disability. At the time of accident, respondent No.1 was 28 years old and based upon his earnings, he claimed the compensation of Rs.12,16,592/-

5. The claim was contested by the insurer and considering the evidence brought on record, it was granted to the tune of Rs.9,78,480/- along with the interest at the rate of 12%. The medical expense to the tune of Rs.34,123/- was also granted to him.

6. Considering the fact that respondent No.1 suffered an occupational disability and today when he is present in the Court, he is unable to walk properly and states that he is thereafter not engaged in employment, I deem it appropriate to direct the Insurance Company to pay a sum of Rs.50,000/-, which is sought to be appropriated by the Insurance Company. The said payment shall be made to respondent No.1 on humanitarian ground, under the orders of this Court.

7. The appeal stands disposed off alongwith it's pending application.

(SMT. BHARATI DANGRE, J.)