

In the High Court of Punjab and Haryana at Chandigarh

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CWP-3302-2022 (O & M)

Date of Decision: February 22, 2022

M/S SKL LOGISTIC COMPANY PVT LTD

.....PETITIONER

VERSUS

**THE PRESIDING OFFICER / HLS COMMISSIONER
AND ORS**

....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present: Mr.K.D.S. Hooda, Advocate for the petitioner.

ANUPINDER SINGH GREWAL, J (ORAL)

The petitioner has challenged the award dated 18.01.2022 whereby the claim application preferred by respondents No.2 and 3 has been allowed.

Learned counsel for the petitioner contends that the petitioner had entered into an agreement with respondent No.6 for construction of a warehouse. The construction was being carried out by respondent No.6 when the accident took place during construction/erection of warehouse which led to the death of the deceased. He thus submits that it is not the petitioner but respondent No.6, who would be liable to pay the compensation.

It is manifest from the bare reading of the award that the Commissioner has relied upon the settlement Ex.RW-1/1 wherein the agreement was signed by one Mukesh, who is the uncle of the deceased, on behalf of the deceased as the first party and it was signed on behalf of the petitioner by one Tahir Ahmed as the second party and a sum of ₹1.50,000/- is alleged to have been paid to Shri Mukesh.

At this stage, learned counsel for the petitioner contends that the petitioner is disputing this document as Tahir Ahmed did not have any

authority to sign the documents on his behalf and even otherwise it was placed on record behind petitioner's back.

Findings of fact have been recorded by the Commissioner and the petitioner did not raise any objection before the Commissioner with regard to the admissibility of the agreement. The deceased had received fatal injuries while doing labour at the construction site. Therefore, I do not find any infirmity in the order of the Commissioner whereby compensation of ₹8,79,800/-, funeral expenses of ₹5000/- and other expenses ₹8000/- has been awarded. The award cannot be said to be excessive in any manner.

The petition is dismissed.

At this stage, learned counsel for the petitioner contends that the petitioner reserves his right to file a suit for recovery of the amount from respondent No.6, who had been given the contract for carrying out the construction.

The petitioner would be at liberty to recover the amount from respondent No.6, in accordance with the law.

(ANUPINDER SINGH GREWAL)
JUDGE

February 22, 2022
A.Kaundal

Whether speaking/ reasoned	:	Yes/No
Whether Reportable	:	Yes/No