IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.13378 OF 2017

UNITED INDIA INSURANCE CO LTD THROUGH ITS AUTHORIZED OFFICER S R KANT
VERSUS
DADA SITARAM TAMBE AND OTHERS

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Mr. Swapnil S. Rathi, Advocate for the Petitioner.
Mr. Suhas R. Shirsat, Advocate for the Respondent No.1.

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CORAM : SHARMILA U. DESHMUKH, J.
DATED : JANUARY 12, 2023.

PER COURT :

1. Heard the learned counsel for the Petitioner. In an application filed by the Respondent no.1 under the Employees Compensation Act, 1923, against the Respondent Nos.2 and 3, the Petitioner-United Insurance Company Ltd, has been impleaded as a party defendant, on the ground that as the insurance company has insured the sugarcane cutting labourers and the bullock carts, therefore, they are necessary party to the suit.

2. Heard learned counsel appearing for the parties. Learned counsel for the Petitioner has invited attention of this Court to the order dated 19.07.2021 directing the claim of the Respondent No.1 under the Rural Accident Package Policy, to be decided by the Petitioner. He would submit that the said claim has

been settled. He further urge that the Rural Accident Package Policy was not a insurance scheme under the Workmen's Compensation Act and hence the Commissioner for Workmen's Compensation Act, while deciding an application under Section 22 of the Workmen's Compensation Act, 1923 could not have impleaded the insurance company as a party.

3. *Per contra*, learned counsel appearing for the Respondent No.1 submits that it is a specific case of the Respondent Nos.2 and 3, in the application under the Employees Compensation Act, 1923, that since workers are insured with the Petitioner-Insurance Company, the employers are not liable to make any payment. He would further submit that under the Rural Accident Package Policy, the insurance company has paid a meager amount of Rs.36,000/- and whereas the Rural Accident Package Policy also provides for comprehensive cover regarding the percentage of capital sum assured and, the Respondent no.1 was entitled to the entire the amount of hospitalization cost etc. The learned counsel for the Petitioner submits that as per the Rural Accident Package Policy, the maximum sum assured per labourer is of Rs.2,00,000/- only.

4. Be that as it may, for the present what is required to be considered is whether the insurance company can be impleaded as party in an application filed under Section 22 of the Employees Compensation Act. Learned counsel for the Respondents has not been able to demonstrate any provision under the Act, whereby the

Commissioner appointed under the Workmen's Compensation Act has the jurisdiction to decide the claim as regards the insurance company.

5. The stated object of the Employee's Compensation Act, 1923 is to provide for payment by certain classes of employers to their workers of compensation for injury by accident. Considering the object of the Employees Compensation Act and Section 3 of the Employees Compensation Act, which provides for the employers liability for compensation, the impeadment of the insurance company in an application under the Employees Compensation Act cannot be countenanced, when the Rural Accident Package Policy was not an insurance scheme under the Employee's Compensation Act.

6. Considering the above, the impugned order dated 10.02.2017 is required to be quashed and set aside. The Respondent No.1-Employee is at liberty to take all steps in the appropriate forum for redressal of his grievance, as far as the Rural Accident Package Policy is concerned.

7. Writ petition is accordingly allowed.

8. Application bearing W.M.C. No.44 of 2015 is expedited and the Commissioner, Workmen Compensation, is directed to decide this application as expeditiously as possible, and in any event within a period of eight weeks from today.

(SHARMILA U. DESHMUKH, J.)

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