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IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

FAO No.4573 of 2022 (O&M)
Date of Decision: 30.01.2023

United India Insurance Company Limited

…Appellant

Versus

Rajwinder Kaur and others

…Respondents

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present :- Mr. Harinder Kumar, Advocate
for the appellant.

* * * * *

MEENAKSHI I. MEHTA, J. (Oral)

Feeling aggrieved by the order as passed by the Commissioner under the Employee's Compensation Act, 1923, UT, Chandigarh (for short 'the Competent Authority') on 24.05.2022, allowing the Claim Application moved by respondents No.1 to 3-claimants (here-in-after to be referred as 'the claimants') against respondent No.4-insured-employer (here-in-after to be referred as 'the insured') and also the appellant-Insurance Company, for seeking compensation on account of the death of one Manjit Singh in an accident, as stated to have taken place during the course of his employment with the insured and granting them (claimants) compensation to the tune of Rs.7,68,560/-, along-with the interest @ 9% per annum from the date of the accident till its actual realization, the appellant-Insurance Company has preferred the instant appeal.

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2. I have heard learned counsel for the appellant-Insurance Company in the present appeal, at the preliminary stage and have also gone through the file carefully.

3. Learned counsel for the appellant contends that the above-named deceased had been working as the 'Make-up Artist' with the insured but the Competent Authority has wrongly held him to be employed as the Driver with him (insured) and moreover, the insured has already paid a sum of Rs.1.5 lac to the claimants but it has not been adjusted in the amount of compensation granted vide the impugned order and therefore, the said order is not legally sustainable and deserves to be set-aside.

4. However, the afore-raised contentions are devoid of any merit because as regards the employment of the deceased with the insured, it is worth-while to point it out here that in the head-note of the Claim Application itself, the claimants have mentioned that the deceased was employed as the driver with the insured and in Para No.1 therein, they have categorically averred that he (deceased) was driving the vehicle, involved in the above-said accident, in discharge of his duty and had died, while under the employment of the insured. A perusal of the copy of the written-statement submitted by the insured (arrayed as respondent No.1 in the Claim Application) reveals that in the corresponding para in the same, he has specifically admitted the afore-said averments. The appellant has not placed any cogent material on the file to show/prove to the contrary.

5. So far as the contention regarding the payment of the amount of Rs.1.5 lac by the insured to the claimants is concerned, it is again

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pertinent to mention here that concededly, neither the insured nor the appellant-Insurance Company adduced any evidence before the Competent Authority to substantiate this fact. In normal course of events, no prudent person can be expected to part with such a substantial amount without getting/obtaining any written acknowledgment from the payee(s) qua the receipt thereof.

6. In view of the fore-going discussion, this Court is of the considered opinion that the impugned order does not suffer from any illegality, infirmity, irregularity or perversity so as to call for any interference by this Court. Resultantly, the appeal in hand, being *sans* any merit, stands dismissed.

(MEENAKSHI I. MEHTA)
JUDGE

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Whether speaking/reasoned: Yes
Whether Reportable: No

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