



Daily Lok Adalat
503

Bench No.1

FAO-1310-2006 (O&M)

JAI MATA OIL COMP. V/S MEHAR KAUR AND ORS.

Present: None for the appellant.

Mr. S.M. Sharma, Advocate and
Mr. Gaurav Gaur, Advocate
for respondent No.1.

Mr. Aseem Aggarwal, Advocate and
Mr. Sandeep Suri, Advocate along with
Mr. Vivek Suman, Assistant Manager
for National Ins. Co. Ltd.

This appeal has been filed by the appellant against the award dated 07.02.2006 passed by the Commissioner, Workmen's Compensation Act, 1923 whereby the appellant was directed to pay interest amount at the rate of 12% from 06.11.1999 till the date of deposit.

It has been mentioned in the appeal filed by the appellant that as the vehicle owned by the appellant was insured comprehensively with the Insurance Company, the claim in the present appeal is for indemnification of the amount of interest against the Insurance Company.

On 10.03.2006 while admitting the appeal, it had been mentioned in the interim order dated 10.03.2006 passed by this Hon'ble High Court that if amount towards interest is deposited before the Commissioner within a month from today, respondents No.1 and 2 are allowed to withdraw the same against surety, to the satisfaction of the Commissioner.

In compliance of the said order, the Commissioner had issued recovery warrant to the tune of Rs.183515/- and had sent the same to Collector, Yamunanagar, for recovery of the said amount, by way of arrears of the land revenue.

Feeling aggrieved with the aforesaid, an application for staying the operation of interim order dated 10.03.2006 to the extent of payment of interest by the appellant, was filed by the appellant. While disposing of the application vide order dated 26.03.2007, the following order was passed:

“Counsel for the applicant contends that in view of the latest law laid down by the Hon'ble Apex Court, the interest part of the liability, is to be discharged by the insurer and not by the employer.

In this view of the matter, operation of the impugned order qua liability of making payment of interest only by the employer is stayed.”

Since none had been appearing on behalf of the appellant, notice was issued to him to appear in person before this Forum to explore the possibility of settlement. The report has been received back served. However, none has put in appearance on behalf of the appellant.

Learned counsel for the Insurance Company states that the dispute pertains solely of interest between respondents and the Insurance Company, which the Insurance Company is ready to pay and the appellant has no stake in this interest dispute.

As agreed, as per statement of the representatives of the Insurance Company and counsel for the respondents, (separately recorded today), a sum of Rs.1,70,500/- (Rupees One Lakh Seventy Thousand and Five Hundred only) more as total interest is allowed to respondent No.1, in full and final settlement of the claim in this appeal. As per the statement of learned counsel for the respondents the amount of interest would be paid to the respondent No.1-Mehar Kaur.

Considering the act and conduct of the appellant and the dispute being solely between the respondents and the Insurance Company, we dispose of this case with a direction to Insurance Company to deposit a crossed-cheque in the sum of Rs.1,70,500/- (Rupees One Lakh Seventy Thousand and Five Hundred only) in the name of respondent No.1-Mehar Kaur with the office of the Lok Adalat of the High Court on or before 20.12.2024 failing which the amount will carry 9% interest p.a. from the date of this order till the cheque is deposited with the office of the Lok Adalat. The respondents' counsel/respondent may collect the cheque from the office of the Lok Adalat.

Copy of the order/statement be supplied /sent to the counsel/parties and file be returned to the High Court.

(J.C. VERMA)
PRESIDENT

11.11 .2024
Atul

(ARVIND KUMAR)
MEMBER