



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**FAO No.2763 of 2016 (O&M)
Date of decision : 15.10.2024**

Reliance General Insurance Company Limited

....Appellant

Versus

Sarabjeet Singh and others

....Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Sanjeev Kodan, Advocate
for hte appellant.

Mr. Sanjeev Majra, Advocate
for respondent No.1.

PANKAJ JAIN, J. (ORAL)

Challenge is to the order dated 9th of March, 2016 passed by
Commissioner under the Employees' Compensation Act, Karnal.

2. Respondent/claimant filed application seeking compensation on
account of permanent disability suffered by him in an accident during the
course of employment. Claimant pleaded that he was engaged by respondent
No.1 on a salary of Rs.5,000/- per season for cutting wheat crop by combine.
On 8th of April, 2009 at about 5.20 A.M. while he was harvesting wheat crop
in the fields of Amrik Singh by the combine, he suffered electric current
resulting in injuries. His right arm below the elbow was removed.

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3. The claim petition was resisted by the respondents who denied employer-employee relationship.

4. On the basis of the pleadings of the parties, following issues were framed:

- “1. Whether the claim application is maintainable ?
2. Whether the applicant met with an accident during and out of the course of his employment with respondents?
3. Whether the applicant is entitled for any amount of compensation as claimed? If so to what amount and from whom?
4. Relief.”

5. FIR related to the accident was proved on record as Exhibit A-1 along with the report filed by the police under Section 173 Cr.P.C. Exhibit A-3. Documents related to admission of the injured/claimant as well as medical bills were duly proved. Respondent Subhash son of Mehar Singh, the employer appeared as RW-1. In his cross-examination, he admitted that he and his brother purchased combine which was involved in the accident in the year 2001. They lent the same to respondent No.1 on contract. The combine was being operated by respondent No.1. The Commissioner came to the conclusion that from perusal of FIR, Exhibit A-1, the accident leading to the injuries on the body of the claimant stood proved. Accident occurred within the territorial jurisdiction of the Commissioner. Disability Certificate Exhibit A-45 certifying permanent disability suffered by the claimant to the

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extent of 80% was proved on record. Accordingly, Tribunal awarded claimant compensation to the tune of Rs.6,67,622/-.

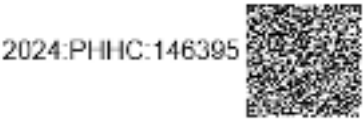
6. Mr. Kodan while assailing the impugned award submits that there is no evidence w.r.t. employer-employee relationship between the parties and thus Tribunal erred in awarding compensation to the claimant.

7. I have heard counsel for the parties and have gone through records of the case.

8. The first version related to accident stands recorded in FIR. From the contents thereof, it is evident that the claimant suffered disability while working on a combine. The aforesaid evidence has gone un-rebutted. So far as employer-employee contract is concerned, the Act of 1923 recognizes oral as well as written contract and expressed or implied contract. The fact of the claimant having received injuries while working on combine leads to the inference that the claimant was indeed employed upon the combine.

9. In view of above, this Court does not find any reason to interfere in the findings recorded by the Commissioner. Commissioner rightly held claimant to be an employee of respondent No.1 who was operating the combine owned by respondent No.3 as has been admitted by respondent No.3 who appeared as RW1.

10. In view of above, finding no merit in the present appeal, the same is ordered to be dismissed.



11. Pending application(s), if any, shall also stand disposed off.

October 15, 2024
Dpr

(Pankaj Jain)
Judge

Whether speaking/reasoned

:

Yes/No

Whether reportable

:

Yes/No