# IN THE HIGH COURT OF JUDICATURE AT BOMBAY
## CIRCUIT BENCH AT KOLHAPUR
## CIVIL APPELLATE JURISDICTION

## FIRST APPEAL NO. 147 OF 2016

The Divisional Manager,
United India Insurance Co. Ltd.
Divisional Office, Janata Shopping Centre,
Navi Peth, Solapur – 413 007. ...Appellant

Versus

1. Sheetal Rahul Mate
   Age Approx 30 years, Occ : Household
   For herself and for Respondents 2 & 3.

2. Pranav Rahul Mate
   Age : Approx. 10 years, Occ. Education

3. Pragati Rahul Mate
   Age : Approx. 9 Years, Occ : Education

4. Rukmini Bharat Mate
   Age : Approx. 57 years, Occ. Household

   Respondents 1 to 4 (Original Application No.1 to 4)
   R/o Vadachiwadi, Tal. Madha, Dist. Solapur.

5. Balasaheb Sivaji Gaikwad
   Age : Adult, Occ. Business,
   R/o Partapur, Tal. Kalamb,
   Dist. Osmanabad
   (Original Opponent No.1)

6. Amol Prabhakar Wani
   Age : Adult, Occ. Business,
   R/o Soundare, Tal. Barshi
   Dist. Solapur
   (Original Opponent No.2) ...Respondents

...

Mr. Abhijit A. Joshi Through V.C., Advocate for the Appellant.
Mr. R. S. Alange for Respondent Nos.1 to 4.

...

**CORAM : SHIVKUMAR DIGE, J.**

**DATE : 13th OCTOBER, 2025.**

**ORAL JUDGMENT :**

1. This Appeal is preferred by the Appellant Insurance - Company against the Judgment and order passed by the Learned Commissioner for Workmens' Compensation & Judge, Labour Court, Solapur (for short "the Trial Court").

2. It is contention of the learned counsel for the Appellant-Insurance Company that the deceased was working as a driver on a pickup van, it was insured with the Appellant-Insurance Company. The deceased had taken a group of passengers for a trip. He dropped them there and was waiting for their return. When he was resting below a tree after parking the pickup van, some unknown person with an intention to rob him assaulted the deceased and robbed the amount. In the said assault, the deceased died. Death of the deceased was not a result of accidental injuries involving the offending vehicle. He was murdered, hence, Appellant-Insurance Company is not liable to pay compensation, but the learned Trial

Court has not considered this fact and awarded the compensation to the legal heirs of the claimants which is erroneous. Learned counsel further submitted that carrying the passengers in pickup van amounts to violation of breach of terms and conditions of the Insurance Policy as the pickup van was not meant for carrying passengers. Hence, requested to allow the Appeal.

3. It is contention of the learned counsel for the Respondents – claimants that the deceased was the driver of pickup van. He had gone to drop the passengers and was waiting for them, at that time, he was murdered. The death of the deceased occurred while he was on duty. The Insurance Policy of the vehicle was package policy. Though death of the deceased is caused due to murder, the Insurance company is liable to pay compensation as it amounts to accident. Hence, requested to dismiss the Appeal.

*4.* Learned counsel for the Respondents relied on ***Smt. Rita Devi and Ors. Vs. New India Assurance Co. Ltd. And Anr. 2000 (3) Supreme 698.***

5. I have heard both learned counsels, perused the impugned Judgment and order. The issue involved in this Appeal is whether the claimants are entitled for compensation as admittedly the deceased

was murdered while sleeping under the tree and his death is not a result of accidental death. It is not disputed that the deceased was employee of the Respondent Nos.5 & 6 and he was murdered during the time when he was under employment. The insurance policy is package policy. It is contention of learned counsel for the appellant that death of the deceased is not caused by vehicular accident. In my view, though the death of the deceased is not by vehicular accident, he has been murdered while he was on duty. Section 3 of the Employee's Compensation Act,1923 is the fundamental provision that establishes the employer's liability for compensation which reads thus:

> "**3. Employer's liability for compensation.-** (1) If personal injury is caused to a *[employee] by accident arising out of and in the course of his employment, his employer shall be liable to pay compensation in accordance with the provisions of this Chapter:"

6. In essence, this Section dictates the conditions under which an employer is legally obliged to pay compensation to an employee. The deceased has died in the course of employment. He was driving the vehicle which was insured with the appellant. The insurance policy of the said vehicle is package policy, it covers the insurance of the deceased. Though the death of the deceased is not caused by the vehicular accident, he has died during course of the employment, hence, insurance company is liable to pay compensation. Moreover,

the Appellant- Insurance Company has not examined their officer to prove that the terms of the policy would not be applicable to death, which was caused by other than the accident. Hence, I do not find merit in the contention of learned counsel for the Appellant – Insurance Company that claimants are not entitled for compensation as death of the deceased was not an accidental death. It is contention of learned counsel for the Appellant that there was a breach of the terms and conditions of insurance policy as the pickup van was used to carry passengers. It has come on record at the time of incident that the passengers were not present in the pickup van, it was empty and parked on side of the road. Hence, it cannot be said that there was a breach of terms and conditions of the Insurance Policy.

7. In view of above, I pass the following order.

**ORDER**

**i.** The First Appeal is dismissed.

**ii.** The claimants are permitted to withdraw the deposited amount along with accrued interest thereon.

**iii.** Record and Proceedings be sent back.

**(SHIVKUMAR DIGE, J.)**