



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

216

FAO-333-1997

Date of decision : 28.08.2025

**Superintending Engineer (S.E.) Bhakra Main Line Circle
Tripuri Road, Patiala**

..... Appellant**versus****Santokh Singh and others****..... Respondents****CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Ishan Kaushal, AAG, Punjab.

PANKAJ JAIN, J. (Oral)

1. The only ground to challenge order dated 28.08.1996, is that the workman was employed through contractor-respondent No.3 and thus it is the contractor who ought to have been saddled with the liability to pay the compensation.

2. Admittedly, the contract was never brought on record. The plea raised is answered by bare provision contained under Section 12 of 1923 Act which reads as under:-

“12. Contracting.- (1) Where any person (hereinafter in this section referred to as the principal) in the course of or for the purposes of his trade or business contracts with any other person (hereinafter in this section referred to as the contractor) for the execution by or under the contractor of the whole or any part of any work which is ordinarily part of the trade or business of the principal, the principal shall be liable to pay to any workman employed in the execution of the work any compensation which he would have been liable to pay if that workman had been immediately employed by him; and where compensation is claimed from the principal, this Act shall apply as if references to the principal were substituted for references to the employer except that the amount of compensation shall be calculated with reference to the wages of



the workman under the employer by whom he is immediately employed.

(2) Where the principal is liable to pay compensation under this section, he shall be entitled to be indemnified by the contractor, 2*[or any other person from whom the workman could have recovered compensation and where a contractor who is himself a principal is liable to pay compensation or to indemnify a principal under this section he shall be entitled to be indemnified by any person standing to him in the relation of a contractor from whom the workman could have recovered compensation,] and all questions as to the right to and the amount of any such indemnity shall, in default of agreement, be settled by the Commissioner.

(3) Nothing in this section shall be construed as preventing a workman from recovering compensation from the contractor instead of the principal.

(4) This section shall not apply in any case where the accident occurred elsewhere than on, in or about the premises on which the principal has undertaken or usually undertakes, as the case may be, to execute the work or which are otherwise under his control or management.”

3. In view thereof, this Court finds that the principal employer cannot escape its liability to pay compensation for the deceased employee and has been rightly held responsible to pay the compensation. Liberty is granted to the principal employer to avail remedy in accordance with law to seek recovery/reimbursement on the contractor.

4. Disposed off, accordingly.

(PANKAJ JAIN)
JUDGE

28.08.2025
Dinesh

Whether speaking/reasoned :	Yes
Whether Reportable :	No