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

FAO-4106-2018 (O&M)
Date of Decision: 29.08.2025

United India Insurance Company Limited ......Appellant

Vs.

Krishna Devi and others ......Respondents

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Rajneesh Malhotra, Advocate,
for the appellant-Insurance Company.

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SUDEEPTI SHARMA J. (ORAL)

1. The present appeal has been preferred against the award dated 31.03.2018 passed in the claim petition filed under Section 163-A and 140 of the Motor Vehicles Act, 1988 by the learned Motor Accident Claims Tribunal, Kaithal (for short, 'the Tribunal'), whereby the respondents/claimants were granted compensation to the tune of Rs.4,13,200/- along with interest at the rate of 7% per annum on account of death of deceased-Rampal and the appellant-Insurance Company as well as respondent No.5 (driver and owner of offending vehicle) were held liable to pay the aforesaid amount of compensation, jointly and severely.

FACTS NOT IN DISPUTE

2. The brief facts of the case are that on 16.06.2017, deceased-Rampal was engaged as a labourer on truck bearing registration No.HR-64-7390. Respondent No.1 was driving the said truck. He parked it near the

office of the Electricity Board, Dhand Road, Pundri, and instructed Rampal to unload the sand from the said truck. While carrying out the unloading work, Rampal climbed on the truck. As he attempted to take a spade from the rooftop of cabin of the truck, he accidentally came in contact with a live electric wire carrying 11,000 volts. He was electrocuted on the spot and succumbed to the injuries. In this regard, DDR No.12 dated 16.06.2017 was recorded on the statement of one Ramesh Chand.

3. Upon notice of the claim petition, respondents appeared through their counsel and filed its written reply denying the factum of accident/compensation.

4. From the pleadings of the parties, the learned Tribunal framed the following issues:-

> *"1. Whether the accident dated 16.06.2017 at about 6:30/7:00 a.m in the area of P.S.Pundri resulting into death of Rampal son of Sukhi Ram, took place due to rash and negligent driving of vehicle bearing No.HR-64-7390 driven by respondent No.1? OPP*
>
> *2. If issue No.1 is proved in affirmative, what amount of compensation and from whom the claimants are entitled to and thereof? OPP*
>
> *3. Whether respondent No.1 was not holding valid and effective driving license at the time of accident? OPD*
>
> *4. Whether the vehicle in question was being driven in contravention of M.V.Act and terms and conditions of insurance policy? OPR*
>
> *5. Relief."*

5. Thereafter, both the parties have led their respective evidence in support of their respective pleadings.

6. After taking into consideration the pleadings and the evidence on record, the learned Tribunal awarded compensation to the tune of Rs.4,13,200/- along with interest at the rate of 7% per annum on account of death of deceased-Rampal and the appellant-Insurance Company as well as respondent No.5 (driver and owner of offending vehicle) were held liable to pay the aforesaid amount of compensation, jointly and severely. Hence, the Insurance Company filed the present appeal.

SUBMISSIONS OF LEARNED COUNSEL FOR THE APPELLANT

7. Learned counsel for the appellant-Insurance Company contends that the learned Tribunal erred in holding the claim petition maintainable under Section 163-A of the Motor Vehicles Act. The provision applies only where death or injury arises out of the use of a motor vehicle. In the present case, the cause of death was electrocution and not any accident or injury attributable to the use or operation of the vehicle.

8. I have heard learned counsel for the appellant-Insurance Company and perused whole record with his able assistance.

9. The relevant portion of the award dated 31.03.2018 passed by the learned Tribunal is reproduced as under:-

> ***"Issue No.1:-***
> *16. Learned counsel for claimants submits that deceased Rampal was a labourer. On 16.6.2017 he was hired by respondent No.1 to unload sand from his truck No.HR64 7390. He says when he was picking up a spade from top of cabin, he came into contact with live electricity wire and electrocuted. He was rushed to*

hospital but died. Matter was immediately reported to police and DDR Ex.P1 was registered. His PMR Ex.P2 also says that Rampal died of electrocution.

17. He submits that this accident has occurred due to use of vehicle as he was unloading sand and picking up a spade. In such situation it is clear that he died of use of vehicle.

18. It has been objected by opposite counsel. He submits that there is no evidence that he was employed on said truck. Moreover he himself was negligent while picking up alleged spade. No eye-witness has come. Person who lodged DDR has not come. So, respondent cannot be held liable to pay for compensation.

19. According to petitioners on that day Rampal who was a labourer had got on the truck No. HR64 7390 which was parked by respondent No.1 there. Deceased went up there to pick up a spade to unload sand and came into contact with live electricity wire. He was electrocuted and died. Matter was immediately reported to police and DDR Ex.P1 was registered. His PMR Ex.P2 also says that Rampal died of electrocution. Thus, it is clear that respondent No.1 was rash and negligent while parking vehicle. Respondent No.1 has not appeared to rebut the claim of claimants. So, issue No.1 is proved and decided in favour of claimants and against respondents.

Issues No.2 to 4:-

20. In view of findings on issue no.1, it is proved that deceased died while using motor vehicle.

21. Now, question of quantum comes in. What amount of compensation claimants are entitled to and from whom.

22. It is submitted by counsel for petitioners that Rampal was 47 years of age and he was earning Rs.3300/- per month. In these circumstances they are entitled to Rs.20,00,000/- as compensation.

*23. It has been objected by counsel for respondent No.2. He says that insurance company cannot be held liable because insurance policy does not cover any labour. So no compensation can be awarded. In support of his contention he refers to **Manager, National Insurance Co. Ltd. Vs. Saju P.Paul and another 2013(1) RCR (Civil) 869(SC)**. In that case a goods vehicle met with an accident due to negligence of driver. An employee of owner of vehicle was traveling in vehicle as spare driver. However vehicle was insured in respect of driver and cleaner. Policy did not cover any other* *employee. It was held that company was not liable as he was gratuitous passenger.*

24. In so far as death is concerned, it is proved that said Rampal had died while picking up a spade lying at roof of cabin of truck. It is also proved that respondent No.1 parked it negligently under electricity line. Said Rampal came into contact with live wire and died.

25. It is an admitted fact that vehicle was insured with insurance company vide policy Ex.R7. Insurance company has disputed its liability on the ground that he was a gratuitous passenger. But it is not a case of normal accident. Deceased was not travelling in said truck. He got on the truck to pick up spade lying there. Truck was not moving, so it cannot be said that he was a passenger. So, insurance company cannot avoid it liability."

10. A careful perusal of the impugned award reveals that the learned Tribunal has duly appreciated the evidence available on record and has correctly fastened the liability upon the appellant–Insurance Company to satisfy the claim.

11. The principal contention raised on behalf of the appellant–Insurance Company is that the claim under Section 163-A of the Motor Vehicles Act, 1988, is maintainable only where the death or injury is attributable to the use or operation of a motor vehicle, whereas, in the present case, the cause of death was electrocution and not an accident arising out of the use of the vehicle. This contention, however, does not withstand scrutiny.

12. From the record, it stands proved that the deceased-Rampal met his death while unloading sand from truck No. HR64-7390 and while attempting to pick up a spade from the cabin roof of the said vehicle. At that juncture, he came into contact with a live electric wire. Thus, the death of the deceased was intrinsically connected with and arose during the process

of unloading the truck. The concept of "use of a motor vehicle" as judicially interpreted is not confined to a situation where the vehicle is in motion but extends to all activities integrally connected with the operation and purpose of the vehicle, including loading and unloading. Therefore, the learned Tribunal was justified in holding that the death of the deceased occurred out of the use of the motor vehicle.

13. The record further reveals that the insurance policy Ex.R-3 is a package policy. It is by now a settled principle of law that under a comprehensive/package policy, the insurer is liable to indemnify the insured in respect of compensation payable on account of the death of a person engaged in loading or unloading work of the insured vehicle. Consequently, the plea of the Insurance Company that the policy does not extend coverage to the deceased is not sustainable in the eyes of law.

14. In light of the aforesaid discussion and the settled legal position, the findings recorded by the learned Tribunal are well-reasoned, legally sound, and in consonance with established principles of law. No ground for interference is made out. Accordingly, the present appeal, being devoid of any merit, is hereby **dismissed**.

15. Pending application(s), if any, also stand disposed of.

(SUDEEPTI SHARMA)
JUDGE

29.08.2025
Virender

Whether speaking/non-speaking : Speaking
Whether reportable : Yes/No