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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 10267/2025&CM APPL. 46955/2025**

AKRAM KHAN

.....Petitioner

Through: Mr. Mukul Sharma, Adv.

versus

UNION OF INDIA AND ORS

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

% **09.09.2025**

1. This hearing has been done through hybrid mode.
2. The present petition under Article 226 of the Constitution of India seeks the following prayers:-

“(a) Issue a writ of mandamus or any other appropriate writ, order or direction commanding Respondent No. 2, the Insurance Company, to be treated as the judgment debtor under the proviso to Section 30(1) of the Employees’ Compensation Act, 1923, and to deposit and/or pay the entire awarded compensation amount before the Learned Commissioner without insisting upon any deposit by the Petitioner as the employer;

(b) Declare that in cases where the Insurance Company has admitted its liability for payment of compensation, the insurer shall bear the burden of the employer at any stage of the proceedings including and not limited appeal, including compliance with the deposit requirement under the third proviso to Section 30(1) of the Employees’ Compensation Act, 1923;

(c) Declare that the requirement of pre-deposit under the third proviso to Section 30(1) of the Employees’ Compensation Act, 1923, shall stand waived in cases where the employer has procured valid insurance coverage and the insurer has admitted liability for payment of compensation under the policy; (d) Pass



such other or further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

AND FOR THIS ACT OF KINDNESS, THE PETITIONER SHALL EVER PRAY.”

3. Vide order dated 31.01.2025 by Commissioner (under Employees Compensation Act, 1923), the following directions were passed:-

“ISSUE NO.1 & 2

The case of the claimant is this that he was working with the respondents for last 04 years and he was working with honesty and loyalty as Driver of vehicle bearing no. HR-74A-9237 (TATA-407) on wages Rs.22,000/- per month. On 10.08.2018 claimant was directed by Sh. Vivek Jain, Owner of Raj Niwas Gutka, to load the goods in vehicle bearing no. HR-74A-9237 (TATA-407) from Plot No. 204, Near Bala Ji Dharam Kanta, Prem Nagar Faatak, Swarg Park, Udyog Nagar, Mundka, Delhi-110041 to reach Old Delhi and when he was returning after unloading Vehicle from Old Delhi he met with an accident on Nangloi Flyover due to which he would not reach Mundka and resulting thereby he met with an accident and disabled 68% in Right Lower Limb as per Certificate issued by RML Hospital, New Delhi. Further in cross examination of claimant it has come out that claimant was employed by Respondent no.1 since last 04 years but he has no documents in support of his claim. Further he was employed in Vehicle of Respondent No.1 and he has no knowledge whether Respondent No.1 was working as supervisor of Respondent no.3 Abdul Mateen and salary was being paid by respondent no.1.

In view of above, it is established that claimant was working with Respondent No.1 while as alleged vehicle bearing no. HR-74A-9237 (TATA-407) was insured one Sh. Abdul Mateen but Abdul Mateen was not made array of the parties in this case and insurance policy bearing no.10562935301 was issued in the name of Sh. Abdul Mateen, House No. 6, Block No. 3, Village Ghastera, near Masjid, Gurugram, Haryana. In view of this Respondent No.2/Insurance company is not liable in indemnify to the claimant. Accordingly respondent no.1 is liable



to pay compensation to the claimant. Respondent no.1 after filing his evidence on record did not appear in witness box for testimony as such it appears that Respondent No.1 has no ground to defend his case. Accordingly Issue No.1 and 2 are decided in favour of claimant and against the Respondent No.1.

Issue No.3

In view of discussion made in Issue no.1 and 2 holding entitlement of claimant to receive injury compensation as such for calculation of compensation age of claimant is taken as 43 years (01.01.1975 as BOD mentioned in his Aadhar Card) and relevant factor 175.54 and 60% wages of Rs. 8000 as restricted under the Act. Accordingly compensation is calculated as under and 68% disability as assessed by Medical Board:

$$\frac{\text{Rs.4800} \times 175.54 \times 68\%}{100} = 5,72,962/-$$

In view of above calculation claimants is entitled to receive injury compensation Rs. 5,72,962/- (Rupees Five Lakhs Seventy Two Thousand Nine Hundred Sixty Two) alongwith 12% interest per annum from the date of accident i.e. 10.08.2018 till its realization from the Respondent No.1.

Therefore, Respondent No.1 is directed to deposit Rs. 5,72,962/- (Rupees Five Lakhs Seventy Two Thousand Nine Hundred Sixty Two) alongwith 12% interest per annum from the date of accident i.e. 10.08.2018 till its realization with Commissioner Employees Compensation by way of demand draft/cheque within 30 days from the date of order in favour of Commissioner Employees Compensation failing which same shall be recovered as per provision of the Act.

Issue No.4

Show Cause Notice regarding issue no. 4 is required to be issued to the respondents and same is being issued.”

4. Learned counsel for the petitioner submits that at the time of filing of appeal with respect to the aforesaid order, an objection was raised by the registry that the appellant has not deposited the amount in terms of the award. It was also submitted that during the course of proceedings, the insurance



company had admitted the policy with respect to the vehicle by which the accident was caused and therefore, they should be considered as the judgment debtor and should be directed to pay the aforesaid amount which is pre-requisite for appeal being heard.

5. A perusal of the impugned award reflects that the learned Commissioner, upon considering the facts and material on record, concluded that the claimant was in the employment of the present petitioner at the time of the accident. The learned Commissioner has also noted that the insurance policy stood in the name of Abdul Mateen, who was never impleaded as a party to the present proceedings. In view thereof, the Commissioner has returned a categorical finding that the Insurance Company was not liable to indemnify the claimant.

6. In these circumstances, the prayers made by the petitioner cannot be entertained in the present petition.

7. In view of the above, the present petition is dismissed and disposed of.

AMIT SHARMA, J

SEPTEMBER 9, 2025/nk/sp