IN THE HIGH COURT OF JHARKHAND, RANCHI
M.A. No. 65 of 2024
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1. Manju Yadav, aged about 50 years, wife of Late Hari Prasad Yadav

2. Piyush Kumar Choudhary, aged about 26 years, son of Late Hari Prasad Yadav

3. Ayush Kumar Choudhary, aged about 24 years, son of Late Hari Prasad Yadav

All are resident of village – Nadi Kinare, Pathlkoti, Angarpathra, Jhorkhor, PO and PS – Katrasgarh, District – Dhanbad

.... Appellants

-- Versus --

Union of India, represented through the General Manager, Easter Central Railway Hajipur, Rail Niketan, PO and PS – Hajipur, District – Vaishali, Bihar

.... Respondent

CORAM: HON'BLE MR. JUSTICE SANJAY KUMAR DWIVEDI

For the Appellants :- Mr. Vijay Shanker Jha, Advocate
For Respondent :- Mr. Ravi Prakash, Advocate

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*06/**03.11.2026*** Heard learned counsel appearing for the appellants and learned counsel appearing for the respondent – Railway.

2. This appeal has been preferred under Section 23(1) of Railway Claims Act, 1987 challenging the judgment dated 31.01.2024 passed by learned Member (Judicial)/RCT/Ranchi and Member (Technical)/RCT/Ranchi in Case No. OA(IIU)/RNC/11/2023 whereby the claim of the appellants have been rejected.

3. Learned counsel appearing for the appellants submits that on 19.07.2022 the deceased Hari Prasad Yadav was travelling by Train No.18605 Ranchi – Jaynagar Express from Ranchi junction To Dhanbad junction with a journey ticket bearing No.46598695 dated 19.07.2022. He further submits that during the course of journey at Katrasgarh Railway

Station the deceased accidentally fell down from the said running train and sustained grievous injuries and the deceased was immediately send to SNMMCH Hospital, Dhanbad by ambulance and during the treatment he died. He then submits that in this connection a U/D case No.02/22 dated 17.08.2022 has been registered by District Rail Thana Katras and it was claimed that the deceased was a bonafide passenger during incident hour and died, as such the claim has been made to pay compensation of Rs.8 lacs in light of untoward incident. He next submits that the learned Tribunal has not appreciated the documents filed and marked in correct perspective. He also submits that even the travelling ticket was found and disclosed in FIR itself, however, the learned Tribunal has disbelieved the same. He next submits that DRM report as well as final investigation report this fact is proved that the deceased was travelling in the train and has died due to accident and the ticket was also found to be perfect in spite of that the learned Tribunal has rejected the claim. He next submits that the statement of witnesses are also there, however, the learned Tribunal has wrongly held that the statements are contradictory. He next submits that the case of the appellants is fully covered in light of provisions made under Section 124A of the Railway Act. On these grounds, he submits that the appeal may kindly be allowed and proper direction for compensation may kindly be issued.

4. Learned counsel appearing for the respondent-railway opposes the prayer and submits that the learned Tribunal has rightly appreciated the facts and law and has passed the judgment. He further submits that son was travelling along with deceased, however, only one ticket was found. He then submits that source of ticket has not been disclosed and

in view of that the learned Tribunal has rightly held so. On these grounds, he submits that the appeal may kindly be dismissed.

5. It is an admitted position that the death has occurred and for that one UD case was also filed and further the said UD case was investigated and final form has been submitted. Thus, the death due to accident is proved. Following documents were marked as exhibits :-

Original Journey ticket as Exhibit A1

Certified copy of fardbayan of Ayush Kr. Choudhary as Exhibit A2

Certified copy of Inquest Report as Exhibit A3

Certified copy of dead body challan as Exhibit A4

Certified copy of PM report as Exhibit A5

Certified copy of final report as Exhibit A6

Copy of family member certificate as Exhibit A7

6. On perusal of investigation report, it transpires that on enquiry it was found that the deceased has died due to fall from the train and for that Saraidhela police station was informed. Postmortem report was prepared and thereafter the case was sent to Rail Police Station, Katras and UD Case No.02/2020 dated 17.08.2022 was registered. Railway Police Station submitted the interim report to the SDO, Dhanbad informing the recovery of ticket from the deceased. It has been also stated that he was travelling in the Train No.18105 and due to fall from the train he has received the injury and died later on. In the DRM report (Exhibit R1), it has come that the ticket was issued on 19.07.2022 from Ranchi Railway Station for Train No.18605 by Jainagar Express. Postmortem report further proves the death due to accidental fall from the train. Learned Tribunal only on the basis that another co-traveler has

not disclosed about the ticket has been pleased to held that the ticket was not the bona fide which appears to be in the aforesaid background error in finding of the learned Tribunal.

7. If section 123 and 124-A of the Indian Railways Act are read conjointly for the purpose of interpretation is made taking into account the intention of the legislature to protect the passengers sustaining injuries in untoward incidents the term accidental fall from the train.

8. It is well settled that if the words used in a beneficial or welfare statute are capable of two constructions, the one which is more in consonance with the object be preferred. More elaborately, it can be said that the beneficial or welfare statutes should be given a liberal and not literal or strict interpretation. In the case of ***Union of India V. Nand Lal Ghaley reported in (2014 SCC Online All 16072)*** the case of ***Hindustan Liver Limited V. Ashok Vishnu Kate*** was considered in paragraph No. 15 of the said judgment which is quoted here-in-below :-

> ***15.*** *In Hindustan Lever Ltd. v. Ashok Vishnu Kate [(1995) 6 SCC 326 (vide para 42); 1995 (71) FLR 1040 (SC).] , this Court observed:*
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> *In this connection, we may usefully turn to the decision of this Court in Workmen v. American Express International Banking Corporation, wherein Chinnappa Reddy, J. in para 4 of the Report has made the following observations:*
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> *—The principles of statutory construction are well settled. Words occurring in statutes of liberal import such as social welfare legislation and human rights' legislation are not to be put in Procrustean beds or shrunk to Lilliputian dimensions. In construing these legislations the imposture of literal construction must be avoided and the prodigality of its misapplication must be recognized and reduced. Judges ought to be more concerned with the _colour' the _content' and the _context' of such statutes*

(we have borrowed the words from Lord Wilberforce's opinion in Prenn v. Simmonds). In the same opinion Lord Wilberforce pointed out that law is not to be left behind in some island of literal interpretation but is to enquire beyond the language, unisolated from the matrix of facts in which they are set; the law is not to be interpreted purely on internal linguistic considerations. In one of the cases cited before us, that is, Surender Kumar Verma v. Central Govt. Industrial Tribunal-cumLabour Court we had occasion to say:

—Semantic luxuries are misplaced in the interpretation of _bread and butter' statutes. Welfare statutes must, of necessity, receive a broad interpretation. Where legislation is designed to give relief against certain kinds of mischief, the Court is not to make inroads by making etymological excursions.|| Francis Bennion in his Statutory Interpretation Second Edn., has dealt with the Functional Construction Rule in Part XV of his book. The nature of purposive construction is dealt with in Part XX at p. 659 thus:

> *A purposive construction of an enactment is one which gives effect to the legislative purpose by*
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> *(a) following the literal meaning of the enactment where that meaning is in accordance with the legislative purpose (in this Code called a purposive-andliteral construction) or*
>
> *(b) applying a strained meaning where the literal meaning is not in accordance with the legislative purpose (in the Code called a purposive and strained construction).*

At p. 661 of the same a book, the author has considered the topic of —Purposive Construction in contrast with literal construction. The learned author has observed as under:

Contrast with literal construction.—Although the term purposive construction' is not new, its entry into fashion betokens a swing by the Appellate Courts away from literal construction. Lord Diplock said in 1975: _If one looks back to the actual decisions of the [House of Lords] on questions of statutory construction over the last 30 years one cannot fail to be struck by the evidence of a trend away from the purely literal towards the purposive construction of

statutory provisions'. The matter was summed up by Lord Diplock in this way-

……I am not reluctant to adopt a purposive construction where to apply the literal meaning of the legislative language used would lead to results which would clearly defeat the purposes of the Act. But in doing so the task on which a Court of justice is engaged remains one of construction, even where this involves reading into the Act words which are not expressly included in it"

14. In our opinion, if we adopt a restrictive meaning to the expression accidental falling of a passenger from a train carrying passengers' in section 123(c) of the Railways Act, we will be depriving a large number of railway passengers from getting compensation in railway accidents. It is well known that in our country there are crores of people who travel by railway trains since everybody cannot afford traveling by air or in a private car. By giving a restrictive and narrow meaning to the expression we will be depriving a large number of victims of train accidents (particularly poor and middle class people) from getting compensation under the Railways Act. Hence, in our opinion, the expression _accidental falling of a passenger from a train carrying passengers' includes accidents when a bona fide passenger i.e. a passenger traveling with a valid ticket or pass is trying to enter into a railway train and falls down during the process. In other words, a purposive, and not literal, interpretation should be given to the expression.

15. Section 2 (29) of the Railways Act defines _passenger' to mean a person traveling with a valid pass or ticket. Section 123(c) of the Railways Act defines _untoward incident' to include the accidental falling of any passenger from a train carrying passengers. Section 124-A of the Railways Act with which we are concerned states:

—124-A. Compensation on account of untoward incident.—When in the course of working a Railway an untoward incident occurs, then whether or not there has been any wrongful act, neglect or default on the part of the Railway administration such as would entitle a passenger who has been injured or the dependant of a passenger who has been killed to maintain an action and recover damages in respect thereof, the Railway administration

shall, notwithstanding anything contained in any other law, be liable to pay compensation to such extent as may be prescribed and to that extent only for loss occasioned by the death of, or injury to, a passenger as a result of such untoward incident:

Provided that no compensation shall be payable under this section by the Railway administration if the passenger dies or suffers injury due to—

(a) suicide or attempted suicide by him;

(b) self-inflicted injury;

(c) his own criminal act;

(d) any act committed by him in a state of intoxication or insanity;

(e) any natural cause or disease or medical or surgical treatment unless such treatment becomes necessary due to injury caused by the said untoward incident.

Explanation.—For the purposes of this section, —passenger‖ includes—

(i) a Railway servant on duty; and

(ii) a person who has purchased a valid ticket for traveling by a train carrying passengers, on any date or a valid platform ticket and becomes a victim of an untoward incident.

9. Section 124-A of the Act stipulates as under :-

"124A. *Compensation on account of untoward incident.- When in the course of working a railway an untoward incident occurs, then whether or not there has been any wrongful act, neglect or default on the part of the railway administration such as would entitle a passenger who has been injured or the dependant of a passenger who has been killed to maintain an action and recover damages in respect thereof, the railway administration shall, notwithstanding anything contained in any other law, be liable to pay compensation to such extent as may be prescribed and to that extent only for loss occasioned by the death of, or injury to, a passenger as a result of such untoward incident:*

Provided that no compensation shall be payable under this section by the railway administration if the passenger dies or suffers injury due to –

(a) suicide or attempted suicide by him;

(b) self-inflicted injury;

(c) his own criminal act;

(d) any act committed by him in a state of intoxication or insanity;

(e) any natural cause or disease or medical or surgical treatment unless such treatment becomes necessary due to injury caused by the said untoward incident. Explanation - For the purposes of this section, "passenger" includes –

(i) a railway servant on duty; and

(ii) a person who has purchased a valid ticket for travelling by a train carrying passengers, on any date or a valid platform ticket and becomes a victim of an untoward incident."

10. From the above provision made under Section 124-A of the Act, it is apparent that the deceased is not covered by the proviso to Section 124-A. The accident did not occur because of any of the reasons mentioned in clauses (a) to (e) of the proviso to Section 124-A. This is very much clear that the case in hand is covered by the main body of Section 124-A of the Act. Thus, it is crystal clear that Section 124-A lays down strict liability or no fault liability in case of railway accidents. If a case falls in main body of Section, it is wholly irrelevant as to who was at fault.

11. Further considering the judgment of Hon'ble Supreme Court in the case of ***Union of India v. Rina Devi reported in (2019) 3 SCC 572*** the appeal deserves to be succeed for the reasons that the appellants have successfully proved the entitlement to compensation under the provisions of the said Act due to death occurred in an "untoward incident" and the appellants are entitled to compensation of Rs.8 lacs as per the last Rules in view of Rule 3 Schedule-II of Railway Accident and Untoward Incidents (Compensation) Rule, 1990. For ready reference, paragraph Nos.19 and 30 of "***Union of India v. Rina Devi"***

(supra) is quoted here-in-below :-

> ***19.*** *Accordingly, we conclude that compensation will be payable as applicable on the date of the accident with interest as may be considered reasonable from time to time on the same pattern as in accident claim cases. If the amount so calculated is less than the amount prescribed as on the date of the award of the Tribunal, the claimant will be entitled to higher of the two amounts. This order will not affect the awards which have already become final and where limitation for challenging such awards has expired, this order will not by itself be a ground for condonation of delay. Seeming conflict in Rathi Menon [Rathi Menon v. Union of India, (2001) 3 SCC 714, para 30 : 2001 SCC (Cri) 1311] and Kalandi Charan Sahoo [Kalandi Charan Sahoo v. South-East Central Railways, (2019) 12 SCC 387 : 2017 SCC OnLine SC 1638] stands explained accordingly. The four-Judge Bench judgment in Pratap Narain Singh Deo [Pratap Narain Singh Deo v. Srinivas Sabata, (1976) 1 SCC 289 : 1976 SCC (L&S) 52] holds the field on the subject and squarely applies to the present situation. Compensation as applicable on the date of the accident has to be given with reasonable interest and to give effect to the mandate of beneficial legislation, if compensation as provided on the date of award of the Tribunal is higher than unrevised amount with interest, the higher of the two amounts has to be given.*
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> *Re : (iv) Rate of interest*
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> ***30.*** *As already observed, though this Court in Thazhathe Purayil Sarabi [Thazhathe Purayil Sarabi v. Union of India, (2009) 7 SCC 372 : (2009) 3 SCC (Civ) 133 : (2009) 3 SCC (Cri) 408 : 2010 TAC 420] held that rate of interest has to be @ 6% from the date of application till the date of the award and 9% thereafter and 9% rate of interest was awarded from the date of application in Mohamadi [Mohamadi v. Union of India, (2019) 12 SCC 389 : 2010 SCC OnLine SC 19] , rate of interest has to be reasonable rate on a par with accident claim cases. We are of the view that in absence of any specific statutory provision, interest can be awarded from the date of accident itself when the liability of the Railways arises up to the date of payment, without any difference in the stages. Legal position in this regard is on a par with the cases of accident claims under the Motor Vehicles Act, 1988. Conflicting views stand resolved in this manner.*

12. In view of the above discussion, the Court finds that the learned

Tribunal erred in rejecting the claim of the appellants, as such the judgment dated 31.01.2024 passed by learned Member (Judicial)/RCT/Ranchi and Member (Technical)/RCT/Ranchi in Case No. OA(IIU)/RNC/11/2023 is hereby set aside.

13. This appeal is allowed and disposed of.

14. The respondent-railway is directed to pay compensation of Rs.8 lacs with interest of 9% per annum with effect from the date of filing of the claim case and the said amount shall be paid within eight weeks from the date of receipt/production of copy of this judgment.

15. Let the trial court record be sent back to the learned Court concerned forthwith.

(Sanjay Kumar Dwivedi, J.)

Dated 03.11.2026
Sangam/