CGHC010050772026 2026:CGHC:46077

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HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 495 of 2026

Divisional Manager, United India Insurance Co. Ltd., 17/800, 146/N-Second Floor, Kumar Complex, Anna Salai, Tiruchen Godu, Namakkal, Tamil Nadu 637211

... Appellant

versus

1. Smt. Ankalo Bai Wd/o Late Shri Radhelal Dhurve Aged About 50 Years R/o Village And Post Ghotiya, Tehsil Manpur, Distt. Rajnandgaon, Chhattisgarh.

2. Dilip Kumar S/o Late Shri Radhelal Dhurve Aged About 27 Years R/o Village And Post Ghotiya, Tehsil Manpur, Distt. Rajnangaon, Chhattisgarh.

3. Sandeep Kumar S/o Late Shri Radhelal Dhurve Aged About 22 Years R/o Village And Post Ghotiya, Tehsil Manpur, Distt. Rajnandgaon, Chhattisgarh.

4. Ku. Deepika D/o Late Shri Radhelal Dhurve Aged About 20 Years R/o Village And Post Ghotiya, Tehsil Manpur, Distt. Rajnandgaon, Chhattisgarh.

5. Radhika D/o Late Shri Radhelal Dhurve Aged About 18 Years R/o Village And Post Ghotiya, Tehsil Manpur, Distt. Rajnandgaon, Chhattisgarh.

6. S. Lognathan S/o Shri Sengonda Gounder No. 7, RRC 206, 261 S.G. Muttroad, Chamraj Pet. Bangalore, Karnataka 560018

... Respondents

For Appellant	: Mr. Abhishek Vinod Deshmukh, Advocate
For Respondents	: Mr. Rakesh Kumar Thakur, Advocate.

Hon'ble Shri Justice Sachin Singh Rajput

Order On Board

30.10.2026

1. Mr. Abhishek Vinod Deshmukh, learned counsel, appearing for the appellant/Insurance Company.

2. Mr. Rakesh Kumar Thakur, learned counsel for respondent Nos. 1 to 5.

3. Heard on admission.

4. This appeal under Section 30 of the Employees' Compensation Act, 1923 (hereinafter referred to as 'the Act of 1923'), has been filed by the appellant/Insurance Company, assailing the legality, correctness and validity of the award dated 28.07.2025 passed by the Commissioner, Employees' Compensation Act-cum-Labour Court, Rajnandgaon (C.G.), in Case No. 04/W.C. Act/2018/Fatal.

5. By the impugned award, the learned Commissioner has partly allowed an application filed under Section 22 of the Act of 1923 and awarded compensation of Rs. 6,12,360/- along with interest at the rate of 12% per annum from 19.11.2015 in favour of respondent Nos. 1 to 5/claimants.

6. For the sake of convenience, the parties shall hereinafter be referred to as the claimants and the Insurance Company, respectively.

7. As per the pleadings in the claim application, the claimants are the wife and children of deceased Radhe Lal Dhruve. He met with an accident involving two offending vehicles, bearing registration No. KA/01/MK/1131, in which a boring machine was fitted, and another truck bearing registration No. KA/01/AC/3611, in which the pipes required for the boring machine were kept. The accident occurred on 19.11.2015, when the deceased was stated to be working as a labourer in the boring work. The deceased died on account of the injuries sustained in the accident, which occurred during the course of and arising out of his

employment with respondent No. 6/employer. He was being paid wages of Rs. 9,000/- per month. The Insurance Company, in its written statement, denied the averments made in the claim application and pleaded that no insurance premium had been charged for covering the risk of the deceased. Accordingly, it prayed for dismissal of the claim application against it.

8. The learned Commissioner framed the issues and, after examining the witnesses adduced by both the parties and considering the documentary evidence available on record, held that the claimants were entitled to the aforesaid compensation and that the Insurance Company was liable to pay the same.

9. Mr. Deshmukh, learned counsel for the appellant, vehemently submits that the finding recorded by the learned Commissioner fastening liability upon the Insurance Company is contrary to law. He submits that the risk of the deceased was not covered under the insurance policy and no premium was charged for covering his risk. He further submits that the witness examined on behalf of the Insurance Company has categorically deposed in this regard, which has been illegally ignored by the learned Commissioner while fastening liability upon the Insurance Company. He submits that a substantial question of law arises for consideration as to whether the Insurance Company could be saddled with the liability to pay compensation in the absence of coverage of the risk of the deceased under the insurance policy. He, therefore, prays that the appeal may be admitted.

10. Per contra, Shri Rakesh Thakur, learned counsel for the respondents, submits that the aforesaid issue has been extensively dealt with by the learned Commissioner on the basis of the evidence and documents available on record. He further submits that the insurance policy, filed

before the learned Commissioner and marked as Exhibit P-9, clearly indicates that a premium of Rs. 1,875/- towards coverage of 15 unnamed persons was charged by the Insurance Company. Thus, the Insurance Company cannot take a somersault and deny its liability to pay the compensation. He further submits that no substantial question of law is involved in the present appeal and, therefore, the appeal does not deserve admission and is liable to be dismissed at the admission stage itself.

11. I have heard learned counsel for the parties and perused the record.

12. The only contention raised by Mr. Deshmukh, learned counsel for the appellant, is that the risk of the deceased was not covered under the insurance policy. This submission was also advanced before the learned Commissioner. The learned Commissioner framed specific issues in this regard, particularly Issue Nos. 5, 6 and 7 which are as follows:

"5. Whether the deceased, Radhe Lal Dhruve, was insured with the respondent No. 2/Insurance Company as an employee of respondent No. 1 on the date of the accident, i.e., 19.11.2015? If so, its effect?

6. Whether the applicants are entitled to receive compensation? If so, from which respondent?

7. Whether the applicants are entitled to receive interest and penalty in addition to compensation? If so, from which respondent?"

While deciding the aforesaid issues, the learned Commissioner, in paragraphs 36 to 38 which are as follows:-

"36.In the present case, the Certificate of Insurance (Exhibit P-09) consists of two pages, on which the number "10" and, below it, "1" have been written in pen on the first page, and the

number “10” and, below it, “2” have been written in pen on the second page. The aforesaid document was issued on 25.02.2015, according to which the name of the insured person is S. Loganathan, and the insured value is Rs. 15,00,000/-. The vehicle insured under the said policy bears registration No. KA-01-AC-3611. The INSURED DETAILS mentioned on the second page are as follows:

Risk Category	No, of Person/Category	Covers	Premium	Loading/ Discount	Calculated Amount
Risk Category	15	Table 11: Death PTD PPD	1,875.00		

The number of persons covered under the aforesaid document is also evident from the following:

Total No. of Person	15	Total Sum Insured for the Group	15,00,000/-

37. In the present case, the Certificate of Insurance (Exhibit P-10), consisting of one page, shows that vehicle bearing registration No. KA-01-MK-1131 was insured in the name of S. Loganathan by United India Insurance Company for the period from 01.03.2015 to 29.02.2016, and the Insured Declared Value (IDV) is mentioned as Rs. 50,00,000/-. As per the “Limitations as to Use” mentioned on the second page (page No. 50) of Exhibit P-09, P-10 and Exhibit D-01, the policy does not cover the following: (a) Organized Racing (b) Pace Making (c) Reliability Trials (d) Speed Testing. This makes it clear that there is no exclusion regarding loading and unloading under the aforesaid policy. Furthermore, as per the documents marked as Exhibits P-09, P-10 and D-01, under the heading “Limits of Liability Under Section II-1”: (i) Death or bodily injury in respect

of any one accident: As per the Motor Vehicles Act, 1988. (ii) Damage to third-party property in respect of any one claim or series of claims arising out of one event: Rs. 7,50,000/-.

38. On the basis of the uncontroverted testimonies of Sandeep Kumar Dhurve (AW-1) and Akshay Kumar Nareti (AW-2), the insurance coverage of 15 persons, as analysed hereinabove, and the charging of premium for such coverage under Exhibit P-09; the fact that there was no violation of the limitations mentioned on the second page (page No. 50) of Exhibits P-09, P-10 and D-01; the absence of any exclusion regarding loading and unloading; the coverage of death or bodily injury; and the absence of any exclusion of the deceased by name, coupled with the admission made by T.S. Netam, while referring to page No. 53 of Policy Exhibit D-01, that the accident risk of the driver, conductor or any other person travelling in the vehicle was covered, and further considering that, as per Exhibits P-09, P-10 and D-01, it was not necessary for the person covered to be travelling in the vehicle, the applicants have successfully established that the deceased, Radhe Lal Dhurve, was insured with respondent No. 2/Insurance Company, in his capacity as an employee of respondent No. 1, on the date of the accident, i.e., 19.11.2015."

13. The insurance policy also indicates that a premium of Rs. 1,875/- towards coverage of 15 unnamed persons was charged by the Insurance Company. At this stage, learned counsel for the appellant submits that no premium was charged for covering the risk of the deceased and evidence to that effect has also been led by the Insurance Company. However, this Court is not persuaded by the submission made by learned

counsel for the appellant, as the evidence available on record runs contrary to the contention raised on behalf of the Insurance Company and is contradicted by the terms of the insurance policy itself.

14. The findings recorded by the learned Commissioner appear to be based on a proper appreciation of the evidence available on record. Upon meticulous examination and proper appreciation of the evidence, this Court does not find any substantial question of law, which is a *sine qua non* for admission of an appeal under Section 30 of the Act of 1923.

15. Consequently, the appeal fails and is hereby **dismissed** at the admission stage.

Sd/-

(Sachin Singh Rajput)
Judge

Abhishek