



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 1268 OF 2024

Shriram General Insurance Co. Ltd.

... Appellant.

Versus

Ashok Atmaram Kamble and Ors.

... Respondents.

Ms Shalini Shankar for the Appellant.

Mr Vasant N. More a/w. Saif Kazmi for Respondent No..1 and 2.

Coram : Sharmila U. Deshmukh, J.

Date : April 09, 2026

P.C. :

1. First Appeal has been filed by the Insurance Company being aggrieved by the judgment dated 4th May, 2024 passed by the Commissioner for Employees Compensation partly allowing the application and directing the payment of compensation amount of Rs.8,47,160/- to the Applicants along with interest.

2. The application came to be filed by the parents of the deceased, who expired on 1st June, 2019, in vehicular accident arising out of and during the course of his employment. The deceased was aged about 28 years and was employed as a driver with Opponent No.1 and was getting salary of Rs.12,000/-

excluding Rs.100/- per day daily out station allowance. The accident had occurred on 1st June, 2019 at about 3:30 p.m. when the deceased lost control over the steering wheel and dashed against the wall of the tunnel, in which the vehicle turned turtle and the deceased sustained serious injury. The deceased later on succumbed to his injuries. With this case, the parents of the deceased applied for compensation.

3. The Opponent No.2–Insurance Company filed its written statement stating that the Applicant has not filed any documents such as FIR and as per the eye witness’s statement on record, the deceased was under the influence of alcohol and there is breach of terms and conditions of the policy which would exempt the insurance company from paying any compensation. The defence of absence of employer employee relationship was also taken. The Trial Court framed the necessary issues and held that the accident had occurred during the course of employment and arising out of employment and there exists employer-employee relationship and granted compensation.

4. Learned counsel appearing for the Insurance Company has taken this Court in detail through the impugned judgment and would submit that it was the specific case of the Insurance

Company that there is an eye witness statement about the deceased having driven the vehicle under influence of alcohol and thus there is breach of terms of the insurance policy. She would point out to the post-mortem report which states that the blood is preserved for chemical analysis. She submits that the same therefore gives rise to presumption that the deceased was driving the vehicle under the influence of alcohol. She submits that there is perversity in the findings of the Trial Court as the said aspect has not been taken into consideration by the Trial Court. She would further submit that there was no employer employee relationship between the deceased and the Opponent No.1 and no documents were produced to prove the salary of the deceased.

5. I have considered the submissions.

6. The Appeal can be lie only if the appeal raises a substantial question of law. The applicant's claim for compensation was on account of the death of the deceased, who was employed as a driver and had expired in the course of his employment. The Trial Court has considered the evidence on record such as the statement of the witness, who had deposed that the accident had taken place when the deceased was driving the motor vehicle owned by the Opponent No.1. The Trial Court has considered that the witness

was of the insurer has admitted that the policy was valid at the time of the accident and the opposite party was covered under the policy of insurance. The Trial Court held that the owner of the vehicle was Opponent No.1 and the police papers and the testimony of the Applicant were sufficient to conclude that the Applicant was working with the Opponent No.1 as driver. As it was not disputed that the opposite party no.1 is the registered owner of the motor vehicle, the only conclusion which can be drawn is that the deceased who was driving the vehicle at the time of accident was in the employment of the Opponent No.1.

7. There is no dispute raised that the deceased had expired in an accident while driving the motor vehicle which constitutes an accident arising in the course of employment. The submission is that the deceased was driving under the influence of alcohol which was the submission canvassed before the Trial Court and it was stated that there was an eye witness's statement on record. Admittedly, before the Trial Court, no such statement was produced and neither the so-called eye witness was examined. Mere reliance on the post-mortem report which had preserved the blood for chemical analysis is not sufficient to come to a conclusion that the deceased was driving under the influence of alcohol.

8. The Trial Court on the basis of evidence on record has rightly arrived at a conclusion that the deceased has died in an accident arising out of and in the course of employment. Insofar as the monthly wages is concerned, the Trial Court has considered the salary at Rs.8,000/- and by applying necessary multiplier has calculated the compensation amount which is in accordance with the provisions of the Act.

9. There is no perversity which is demonstrated in the findings of the Trial Court. No substantial question of law arises in the present appeal. Resultantly, First Appeal fails and stands dismissed.

10. In view of dismissal of Appeal, pending civil/interim application, if any, does not survive for consideration and same stands dismissed.

[Sharmila U. Deshmukh, J.]