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

+ **FAO 101/2026 & CM APPL. 21654/2026, CM APPL. 21655/2026**

UNITED INDIA INSURANCE CO LTDAppellant

Through: Mr. Pankaj Seth, Ms. Shruti Jain and
Mr. Vijay Laxmi, Advocates

versus

SMT SHAISHATA AND OTHERSRespondents

Through: Mr. Chandan Prajapati, Advocate for
respondent nos. 1 to 4

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

% **06.04.2026**

CM APPL. 21655/2026 (exemption)

1. Allowed, subject to all just exceptions.
2. The present application is disposed of.

CM APPL. 21656/2026 (delay of 29 days in filing the appeal)

1. By way of the present application, the applicant/appellant seeks condonation of delay of 29 days in filing the appeal.
2. Learned counsel for respondents fairly does not oppose the prayer made in the present application.
3. In view of the above and for the reasons stated in the application, the same is allowed and the delay of 29 days in filing the appeal is condoned.
4. Accordingly, the present application stands disposed of.

CM APPL. 21695/2026 (delay of 46 days in re-filing the appeal)

1. By way of present application, the applicant/appellant seeks



condonation of delay of 46 days in re-filing the appeal.

2. Learned counsel for respondents fairly does not oppose the prayer made in the present application.

3. In view of the above and for the reasons stated in the application, the same is allowed and the delay of 46 days in re-filing the appeal is condoned.

4. Accordingly, the present application stands disposed of.

FAO 101/2026 & CM APPL. 21654/2026

1. The present appeal has been filed under Section 30 of the Employees compensation Act, 1923 (hereinafter referred to as the “Act”), and is directed against the order dated 04.11.2025, whereby the learned Commissioner has allowed the claim application filed in context of the death of one *Mobin @ Mohd. Mobin* (hereinafter referred to as the “deceased”).

2. In the claim application, the claimant, being the widow of the deceased has claimed that the deceased was employed as a driver with Vehicle no. UP-11-BY-7279 (Tractor), which was owned by the respondent no. 2/employer. It was further stated that on 06.12.2021, the deceased got the tractor loaded with wood timber, and after unloading the same at *Yamuna Nagar*, while he was on his way back, upon reaching *Shahajahanpur*, a stray dog emerged on the road. In order to save the dog, brakes were applied, as a result of which, the vehicle lost the control, and hit an electric pole. In the said accident, deceased received injuries and was taken to the Govt. Hospital *Sarsava, Saharanpur*, from where he was referred to SBD Hospital. He was again referred to *Tarawati Hospital*, where he was declared brought dead. GD No.044 was also registered at P.S. *Sarsava, Saharanpur* on the said date.



The claim application further stated that at the time of the accident, the vehicle was duly insured with the present appellant, which had also charged an additional premium vide policy no.2504013120P111194657 valid for the period from 01.01.2021 to 31.12.2021. It was claimed that at the time of accident, the deceased was aged 36 years and was drawing wages at the rate of Rs.15000/- along with allowances. Despite being informed about the said incident, the insurance company did not release the compensation amount. Upon being summoned, the employer denied employer-employee relationship, and claimed that on the date of the incident, the deceased had borrowed his tractor, and thus he was not liable to pay any compensation. Though appellant/ insurance company (respondent No.1 therein) did not lead any evidence.

3. Learned commissioner took note on the GD entry, which recorded that the deceased was driving the tractor in question alongwith a trolley, and that the accident was caused when the driver tried to save the stray dog.

4. Before proceeding further, this Court takes note of the limited scope of this interference in Under Section 30 of the Act. It is well settled that an appeal under Section 30 lies only on a substantial question of law, and the findings of fact recorded by the learned Commissioner are not to be interfered with unless the same are shown to be perverse or based on no evidence. In this regard, reference may be made to the decision of the Hon'ble Supreme Court in "North East Karnataka Road Transport Corporation vs. Sujatha"¹.

5. While assailing the impugned order, learned counsel for the appellant contended that in absence of the employer-employee relationship, the

¹ (2019) 11 SCC 514



insurance company could not be held liable to pay compensation.

6. The appeal is resisted by Mr. *Chandan Prajapati*, learned counsel for the claimant, who has handed over a typed copy of the evidence led by Ms. *Shaishata*, wife of the deceased, Mr. *Shalim*, brother of Ms. *Shaishata*, as well as evidence of the employer *Mohammad Intzar*, and the same is taken on record. He further submits that the compensation amount already stands released to the claimant.

7. A perusal of the impugned order, and the evidence of the claimant, as well as the employer, handed over in Court, would show that in the cross examination, a suggestion was put to the claimant that the deceased was not employed as a driver, rather, it was stated that the Tractor belonged to another person, where the deceased was employed as a driver. The employer in his written statement has not mentioned the details of the vehicle stated to be owned by the deceased. In the cross-examination a specific suggestion was given which is extracted as under:

“Q:-1 I suggest that the submission in the affidavit stating that the deceased borrowed the vehicle on 06.12.2021 at 06:00 A.M. morning for his own work is an afterthought as you have not mentioned the same in your written statement? “

It was answered in the following manner:-

“I do not know the tractor no. of the deceased which I have alleged to have stuck in mine, therefore, I have kept it blank in my affidavit. It is wrong to suggest that the deceased was my employee and to evade my liability to pay compensation to claimants. I am denying the relationship. I never visited the place where the deceased met with accident. The vehicle had a valid permit, fitness. At the time of accident the vehicle had a trolley attached to it. I also have the RC of the trolley which is in my name. It is wrong to suggest that the deceased was going for work assigned by me. It is wrong to suggest that the deceased met with an accident out of and during the course of employment. It is wrong to suggest that I am deposing falsely.”



8. From a perusal of the evidence of the employer, it appears that though he has taken a stand that the deceased was having his own tractor, however, no details of the same were provided nor the aspect of “borrowing” was raised. This aspect came for the first time during the evidence, as it was not stated in the written statement as well. Even otherwise, in terms of the decision in Sujatha (supra), wherein it has been held that commissioner’s finding on employer-employee relationship is not to be interfered with unless such finding is perverse in nature.

9. In the peculiar facts of the case, this Court finds no ground to interfere with the impugned order. The incident involving the tractor in question, which was duly insured with the appellant stands established, and the injuries sustained therein resulted in the death of the deceased. The impugned order, therefore, suffers from no infirmity, and is accordingly upheld.

10. In view of the above, the appeal, alongwith the pending applications is accordingly dismissed.

MANOJ KUMAR OHRI, J

APRIL 6, 2026

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