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COMMISSIONER UNDER EMPLOYEE'S COMPENSATION ACT, 1923
(DISTT. SOUTH-EAST)
LABOUR DEPARTMENT, GOVT. OF NCT OF DELHI
LABOUR WELFARE CENTER, BAL MUKUND KHAND
GIRI NAGAR, KALKAJI NEW DELHI-110019

Old No. CEC/SD/I/83/2021
New No. CEC/SED/47/I/22 8229-8234

Dated 27/12/2024

In the matter of:

Sh. Suraj Gond S/o Sh. Shripati Gaud @ Sripat
Village Bhikhampur Road,
PO Sankat Mochan, Distt. Deoria
Uttar Pradesh- 274001

...Claimant

Adv. R.K. Nain
Chamber No. 722-723, Tis Hazari Court
Delhi - 110054.

.....Claimant's Counsel

Versus

Mohd. Mushfiq S/o Mansoor Ahmad
Flat No. 204, 2nd Floor, Birbal Estate
Plot No. 430, Birbal Sahni Marg
New Hydrabad, Lucknow, U.P.-226007

...Respondent No. 1

M/s ICICI Lombard General Insurance Co. Ltd.
Narain Manzil, 3rd Floor, Barakhamba Road,
Connaught Place, New Delhi- 110001

...Respondent No. 2/Deleted

M/s HDFC Ergo General Insurance Co. Ltd.
Ambadeep Building, 14 K.G. Marg
Connaught Place, New Delhi-110001

...Respondent No. 2 (New/Actual)

Also at:
M/s HDFC Ergo General Insurance Co. Ltd.
Ground Floor, Eros Tower
Opposite Nehru Place Metro Station
Nehru Place, New Delhi-110019

...Respondent No. 2 (New/Actual)

Commissioner Under Employees Compensation Act-1923

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ORDER

1. Sh. Suraj Gond (hereinafter referred to as Claimant) has filed a case before the Commissioner Employees Compensation, Labour Department, GNCTD, New Delhi District under the Employee's Compensation Act, 1923 (hereinafter referred to as an Act) on dated 11.10.2019 against the Mohd. Mushfiq (hereinafter referred to as Respondent No. 1 /R-1) and ICICI Lombard General Insurance Co. Ltd. (hereinafter referred to as Respondent No. 2/R-2, subsequently deleted and replaced by another R-2 i.e. M/s HDFC Ergo General Insurance Company Ltd.). In the said claim, the claimant informed that he was employed as a "Cleaner" with the R-1's vehicle Truck bearing No. UP-32-LN-8418. While he was traveling in the Truck, he sustained grievous injuries due to an accident arising out of and in course of employment on 03/04th June, 2019. The claimant was accompanying driver Sh. Sripati Gaud @ Sripat after loading the rice bags from Varanasi (U.P.) and moving towards Punjab. At around 04:00 AM in the morning, once the vehicle reached Sardar Dhaba, Mohli, Sitapur, and another unknown vehicle which was preceding their own vehicle suddenly applied brakes which caused the driver of his own vehicle also to apply sudden brakes, however he could not avoid the collision between the two. The cabin of the vehicle got badly crushed, the claimant and the driver of claimed vehicle both were trapped inside the vehicle. The claimant received injuries all over his body and specially his left leg. He was taken to the nearby Government Hospital and from there, he was referred to the District Hospital, Sitapur. He was later shifted to King George Medical University, Lucknow in an ambulance, where he was admitted from 04.06.2019 to 20.06.2019 and due to his serious nature of infection, his left leg was amputated from below the knee. After getting discharge, he continued to have further treatment and has incurred heavily on his medical bills. After the accident, he has become disabled and is not in a position to do any work and thus became 100% entitled for injury compensation as he is not able to perform his work as a cleaner which he was performing before the day of accident. The said vehicle was owned by R-1 and was insured by R-2 at the time of accident and an additional premium was also charged under EC Act by the R-2 from the R-1, the claimant was drawing salary at the rate of Rs.8,000/- per month and food allowance at the rate of Rs.200/- per day. At the time of accident, he was 18 years of age, the R-1 was having the knowledge about the accident on the same day and the insurance company was immediately informed about the accident, the claimant relied upon the judgment of Pratap Narayan Singh V/s Sriniwasa Sabata and another judgment Mohan Soni V/s Ramavatar Tomar & Ors. while claiming 100% disability benefit. For the purpose of jurisdiction, the claimant relied upon the judgment of Hon'ble Supreme Court of India in the case Morghina Begum V/s MD Hanumana Plantation Ltd., another case Malati Sardar V/s National Insurance Company Ltd. and another case Oriental Insurance Company Ltd. V/s Kusha Dalabehra. The claimant stated that he is entitled for temporary as well as permanent disablement benefits as per the Act along with the interest and the penalty mentioned in the Act. In the end, the claimant prayed to allow him the relief with respect to injury compensation, medical expenses, interest and penalty as deemed fit. Along with the application, the claimant has filed court fee exemption application,

Commissioner Under Employees Compensation Act-1923 Delhi

discharge summary of hospital, medical treatment of King George Medical University, photographs of the vehicle, Aadhar card of the claimant, adhar card of the driver, driving license, photograph of amputated leg and vakalatnama.

2. Taking cognizance of the claim petition, notice was issued to R-1 and R-2 for appearance on 05.11.2019. On 11.11.2019, a reply was received by speed post from R-1 duly signed by his Counsel Sh. Arbab Husain wherein it is stated that on 04.06.2019, the truck of R-1 bearing same number as mentioned in claim met with an accident and FIR in this connection was lodged in PS-Maholi, District Sitapur vide no. 0238/2019 u/s 279/338 of the IPC. The injured person Sh. Suraj Gond was admitted in the hospital and paid the entire expenses including additional money to family members. The said vehicle was insured by a policy from M/s HDFC Ergo General Insurance Company having no. 0230019104526. The R-1 has submitted the entire documents of the vehicle to the Police. After the accident, Sh. Suraj Gond was absconding and did not appear before the IO for recording the statement which has made her serious doubt on the character of Sh. Suraj Gond. They have immediately informed the insurance company M/s HDFC Ergo General Insurance Co. Ltd. about the accident. The R-1 is suffering from hardship in his day-to-day business because of negligence of Sh. Suraj Gond. He further informed that the insurance company is ready to settle the claim but the same is delayed due to non-submission of statement of Sh. Suraj Gond.

3. On 05.11.2019 and subsequent date 03.12.2019, none appeared from R-1 and R-2. On 26.12.2019, Adv. Ankit Kalra representing R-2 (M/s ICICI Lombard General Insurance Co. Ltd.) appeared. On this date, an application under Order 6 Rule 17 read with Order 1 Rule 10 of the CPC was filed by the claimant side for replacing M/s HDFC Ergo General Insurance Co. Ltd. as new R-2 in place of previous R-2 (M/s ICICI Lombard General Insurance Co. Ltd.). The address of the new R-2 was filed along with the amended memo of party.

4. Another reply was received on 09.12.2019 from the Respondent no. 1 having the same contents as mentioned before. Notice was issued to the Respondent No. 1 and newly impleaded Respondent No. 2 for appearance on 14.01.2020. The claimant side filed list of documents on 14.01.2020 consisting of 06 pages having FIR in support of his claim. On the same day an affidavit was filed from the claimant associate counsel Sh. Abhishek Pathak mentioning that they have delivered the dasti summon to Respondent No. 2 i.e. M/s HDFC Ergo General Insurance Company Ltd. along with the service proof. Adv. Sanjeev Arora appearing on behalf of R-2 filing vakalatnama of Adv. Ankit Kalra received copy of claim on 14.01.2020. Claim copy was also supplied to Respondent No. 1 Counsel Mohd. Asram Khan who filed vakalatnama of Mohd. Asad Khan. Both the respondents were granted time to file their respective WS.

5. During the course of proceeding, an application was moved by the claimant under Order 10 Rule 1 for examination of parties (Officer of R-2) in order to verify from the OD Claim

related documents whether any investigation survey etc. has been conducted by the R-2 and vehicle damage claim has been passed if any in favour of the R-1.

6. On 18.02.2020, an application was filed by the R-1 under section 21, 22 of the EC Act and Order 7 Rule 11 of the CPC for rejection of the claim in view of the jurisdiction of the CEC does not arise in this case because the claimant is a resident of UP. Since, the case was filed in New Delhi District, as per provisions of the Act, the then CEC has issued a notice under venue of proceeding to the CEC Sitapur, U.P. about the intention of CEC/DLC New Delhi, Labour Department, GNCTD to proceed to hear and adjudicate the case.

7. On dated 11.02.2021, a detailed reply was filed by R-2 (M/s HDFC Ergo General Insurance Co. Ltd.) upon the claim petition wherein it is stated that the said vehicle of the R-1 was insured by them vide policy no. GCV0219001577957 for the period 18.02.2019 to 17.02.2020 as per the terms & conditions of the policy. The vehicle has violated the terms and hence they are not liable to pay any amount. The driver was not having valid license, R-2 has no relationship with the petitioner. In the preliminary objection, they stated that the jurisdiction of CEC does not arise u/s 21 of the Act. The insurance company also challenged the employment relationship of petitioner and R-1. They also stated that the R-1 has never informed about the accident in which the petitioner suffered injuries during the employment. The medical documents filed along with the claim does not establish that petitioner has suffered injuries, no MLC was conducted in this case. In the reply on merit, the R-2 has denied all the contents of the claim as false and not supported by any documents. In the end, the R-2 prayed to dismiss the claim on this ground. Along with this reply, the R-2 has also filed separate reply on the Court fee exemption application praying it to dismiss the same because the income/financial status of the claimant was not shown through any document.

8. On dated 11.02.2021, an application was moved by the claimant counsel in which they prayed to conduct medical examination/disability assessment of the claimant through Aruna Asaf Ali Hospital, and accordingly, the claimant was referred to the said Hospital for his medical assessment. On the same day, rejoinder was also filed by the claimant with respect to reply of R-2 in which they repeated the contents of the claim and stated that R-2 liabilities is to produce own damage claim record of the vehicle under clause 9 of the IRDAI Regulations, 2002, which they have failed to do so till date. The claimant has jurisdiction as per the case Malati Sardar V/s National Insurance Co. Ltd. & Ors. and another case United India Insurance Co. Ltd. V/s Smt. Narender Kaur & Ors. All the contents of the WS of R-2 was denied by the claimant in the rejoinder as wrong and incorrect.

9. Thereafter, the parties argued that the case should be heard by the CEC Court of competent jurisdiction and accordingly after hearing the arguments in details the CEC, New Delhi vide detailed speaking order dated 12.10.2021 has transferred the case to the South District because the address of the Insurance Company was existing at South

Commissioner under Employees Compensation Act-1923 Delhi

District. In the said order, it is mentioned that the address of newly impleaded R-2 was non-existent at Connaught Place office of New Delhi District and has now been shifted to Nehru Place office of South District. Upon reaching the file at South District, the then Ld. CEC Sh. Amardeep vide his observation dated 02.11.2021 has proposed to transfer the case to some other CEC as the jurisdiction of South District does not lie u/s 21 of the Act. Thereafter, he was advised and directed by the Additional Labour Commissioner (HQ)/ Competent Authority to hear the case at South District only because the jurisdiction according to him was to be counted from the branch office of the Insurance company. Again, before the CEC South the matter of territorial jurisdiction and maintainability to this ground was heard on 09.02.2022, 02.03.2022, 30.03.2022, 11.05.2022, 08.06.2022 and 20.07.2022. The issue of jurisdiction was decided by giving a detailed speaking order of 05 pages on 20.07.2024.

10. After deciding the preliminary issue of jurisdiction, on 14.09.2022 the Ld. the then CEC has decided to proceed ex-parte against R-1 because they were not appearing for last many dates since March, 2021 and simultaneously following issued were framed:

    a) Whether there exists employee employer relation between the claimant and respondent?
    b) Whether the claimant sustained injury at of and during the course of employment?
    c) And if yes to what amount the claimant is entitled to and what directions are necessary

11. Thereafter, claimant sought adjournment for filing of evidence on many dated during the period October, 2022 to January, 2023. And claimant evidence was filed on 16.02.2023 along with the supporting documents and statement of claimant was recorded on dated 07.02.2023.

12. The claimant has filed his evidence by way of affidavit and has Exhibited Copy of Disability Certificate Ex AW-1/1, Copy of Medical Treatment documents (Colly) Ex AW-1/2, Copy of Medical Bills (Colly) Ex. AW-1/3, Copy of Aadhar Card Ex AW-1/4. Copy of FIR as Mark A, Copy of Photograph as Mark B. The contents of the claim corroborate with evidence filed by the claimant.

13. The claimant was chief-examined and cross examined by Ld. Counsel of the Respondent No. 2 on 07.12.2023 itself. In the cross examination, the claimant stated that he is 12th pass person and is having full knowledge about the contents of affidavit bearing his signature of the same. He informed that he was employed as a conductor on the said vehicle but has no records to prove the same as he received salary in cash through the Driver Sh. Sripati Gaud from his employer. In the suggestions, he denied that he did not meet with an accident and he was not employed with the owner of the vehicle. He was aware about the fact that FIR was lodged in this case but he has never visited the Police Station. He also denied that he has not suffered 100% loss of earning capacity. He also

denied that he was not drawing Rs.8,000/- per month as salary and Rs.200/- per day as food allowance. He further stated that none of medical documents and bills are forged and fabricated and he has not filed the false claim.

14. The Respondent No. 2 sought adjournment for filing of Respondent Evidence between January, 2024 to April 2024. Later on, the basis of oral statement given by the Respondent No. 2 Counsel their evidence was closed as they did not want to lead evidence, accordingly the matter was fixed for arguments.

15. Part arguments were heard on 15.05.2024, 10.07.2024, 25.07.2024 and 07.08.2024. The claimant filed their written arguments on dated 15.05.2024 wherein they stated that in which they once again narrated the entire claim petition. The claimant relied upon the judgment of Hon'ble Supreme Court of India in the case titled Tibhabai and Ors. Vs Rajkumar Keswani & Ors. in which death compensation was allowed on the basis of oral evidence, Maghar Singh v/s Jaswant Singh in which the court stated that principals of evidence are strictly not applicable before CEC and the applicant need not prove his case beyond doubt. Also relied upon the judgment of Mackinon Mackenzie & Co. Ltd. V/s Ibrahim Mahmood Issak. The Court held that the burden of proof lies upon the workman but it is not necessarily to be proved by direct evidence, these essentials may be inferred by the CEC, the inference should be such as to induce a reasonable man to draw it. In another case of Apex Court titled Mackinon Mackenzie & Co. Ltd. V/s Ritta Farnands, the Court held that the CEC has to see the test whether there is any casual connection between death and his employment, if the employer produce evidence within his knowledge otherwise adverse inference should be drawn. Regarding burden of proof, the claimant relied upon Hon'ble Supreme Court of India judgment titled Shahjahan & Ors. V/s Sriram General Insurance Co. Ltd. and Ors. where the Court held that the owner of vehicle has to prove by way of evidence whether the deceased was engaged by him or not. If he could not do so, owner evidence cannot be considered. Also mentioned the judgment Zila Sahkari Kendriya Bank V/s Shahzadi Begum & Ors. in which the employer is also stated to be those people who control the workman temporarily lent or let on hire to them by the person with whom workman entered into contract of service besides person who employs another either permanently or temporarily. With regard to 100% disablement, the claimant relied upon judgment of Pratap Narayan Singh Deo V/s Sriniwasa Sabata & Ors. in which the Court held that if an injured workman by loss of his particular portion of the body has evidently made him unfit for the said work which he was performing. Loss of earning capacity is 100% in the case of Chandrama V/s Manager Regional Office NCC Ltd. & Ors. in which the Supreme Court held that the functional disability of the workman makes it 100% and compensation has to be determined accordingly. In another case, Indrabai V/s Oriental Insurance Co. Ltd. & Ors., the Court held that the loader having 40% disability is entitled for 100% loss of earning capacity. Regarding loss of earning capacity as 100%, the claimant relied upon the judgment of Hon'ble Delhi High Court in the case National Insurance Co. Ltd. V/s Pappu & Ors. and another case Rayapati Venkateshwara Rao V/s Mantai Sambasiwa Rao & Ors. In both

Commissioner under Employees Compensation Act, 1923

these case, partial physical disablement of a cleaner of a vehicle was allowed 100% loss of earning capacity. The claimant stressed that above all the judgments are applicable in this particular case and the claimant should be given benefits of 100% loss in earning capacity. Further, with regard to interest and penalty the claimant side rely upon the judgment of Pratap Narayan Singh Deo V/s Sriniwasa Sabata.

16. Respondent No. 2 did not file any written arguments; however, they were granted to file the same within one week i.e. till 05.08.2024 and proceedings were concluded on 07.08.2024 for order to be announced on 31.08.2024. Due to administrative reasons and complexity of the case, the order could not be announced within due date. Although one week time was granted to the Insurance Company/R-2 to file their written arguments and judgments, the same was filed on 18.09.2024. The same although was time barred vide the order dated 07.08.2024, in the interest of justice it is considered before passing the order because till the date of filing written arguments by R-2, order was not announced. In the written arguments, the R-2 submitted that the injury is not such serious that will not enable him to work in future, he can generate employment in work like sitting in a shop or having his own business. The R-2 has again challenged the employment of injured person Sh. Suraj Gond stating that no employment proof has filed by him nor by the R-1. No employment related payment receipt in favour of Sh. Suraj Gond has been issued by the R-1 towards his salary deposited in the bank account. There is no proof that he was available in the said vehicle as a cleaner, rather he could be any unauthorized passenger not employed by R-1. Unless the contract of appointment is established the R-2 is not bound to indemnify the R-1. The salary of Rs.18,000/- has also been denied by the R-2 because no salary statement was attached with the case file. The R-2 have not received any intimation about the injury during the course of employment and the Court of CEC has no jurisdiction to entertain this case because the claimant is residing outside Delhi.

17. Before passing the order, following important facts of the case is required to be highlighted: -

(i) The claim was filed in the year 2019 which is within the prescribed time as per the specific limitation provided under the EC Act. The medical documents of the King George Medical University clarifies that the claimant left leg was amputated due to the non-healing of the injury. The photograph of the claimant filed also confirm the amputation.

(ii) The reply filed by the R-1 through speed post after receiving the summon established that accident took place on 04.06.2019, FIR was lodged by him in connection with the accident, insurance company was informed about the accident, the claimant was employed by him in the said vehicle and confirmation of insurance of vehicle by the new R-2 i.e. M/s HDFC Ergo General Insurance Co. Ltd.

(iii) During the proceedings, the previous R-2 i.e. M/s ICICI Lombard was replaced by new R-2 i.e. M/s HDFC Ergo in the interest of justice so that compensation is payable by the actual R-2 who has insured the said vehicle.

(iv) On perusal of the content of FIR No. 0238/2019 lodged at PS– Maholi, Sitapur, U.P. on 06.06.2019 by the R-1 Mohd. Mushfiq, it is observed that the fact of accident taking place is correct and is in tune with the contents of the claim petition. In the FIR, it is mentioned that the Driver and the Khalasi (Conductor/Cleaner) got seriously injured and got admitted in Lucknow and getting his treatment.

(v) Despite receiving application under Order 10 Rule 1, the Insurance company has not produced the copy of vehicle OD Claim whether processed or not instituted vide claim no. 0230019104526. Therefore, adverse inference can be drawn from this that the R-2 has not produced any OD Claim records.

(vi) The preliminary objection which was raised by both R-1 & R-2 for rejection of the claim on the grounds of jurisdiction was heard and decided by the then CEC vide detailed speaking order. And thereafter, the dispute of jurisdiction comes to an end.

(vii) The existence of policy by the new R-2 i.e. M/s HDFC Ergo General Insurance Co. Ltd. and admission of the policy by R-2 in their WS clearly shifts the liability of R-1 (insured) to the R-2 (insurer) as R-2 has insured the vehicle of R-1.

(viii) In the cross-examination, nothing was put before the claimant by the Ld. Counsel of R-2 to disprove the case against the claimant.

(ix) The claimant has filed the original of the medical documents and bills and accordingly re-imbursement can be admissible for the amount claim vide AW-1/3.

(x) The R-2 after giving many opportunities did not lead the evidence/not filed the RE and therefore it can be safely presumed that the R-2 is not very keen to contest the case and to bring reasonable facts which could help the CEC in rejecting the claim petition. The adverse inference can be drawn against the R-2.

(xi) The Insurance Company/R-2 in his written argument at one place has mentioned that the injured was a driver and at some other place has mentioned that he was a cleaner. The case is filed in respect of injury compensation, but the R-2 has at one place referred the claimant as injury case and at other paragraphs it is mentioned as a death case. It appears as if the Insurance Company has filed the written arguments by adopting the method of copy-paste mechanism of some other related case.

(xii) The claimant has informed that due to his amputation of left leg, he is not able to perform the duty of Conductor/Cleaner which was being done by him prior to

Commissioner Employees Compensation Act-Td

accident. The claim of Sh. Suraj Gond can be considered in view of the judgments of the higher Courts regarding calculation of injury compensation @ 100% in place of the actual disability.

18. Findings

(a) After considering the documents on record, reply and arguments of the R-1 and/or R-2, the CEC is of the considered view that injured employee namely Sh. Suraj Gond was employed as a cleaner in the said vehicle which was insured by R-2. The employment is already admitted by R-1 in his reply which was sent to the CEC Court by speed post twice during the proceedings. In view of this, all the issues are decided in this case is ordered in favor of the claimant and against the R-1 and/or R-2. The claimant is hence entitled for injury compensation along with other entitlements as per the provisions laid down under the Act. As per the settled law since the R-2 has issued insurance of the vehicle along with the additional PA coverage of employee, in that case R-2 should pay the compensation as per the Act, as if they are the employer themselves. Insurance company as a good gesture has to fit inside the shoe of the employer and pay the compensation amount, rather than going by the longer route of "employer paying the injury compensation and later claiming reimbursement from the insurance". This step would save valuable time for the claimant, employer as well as insurance company.

(b) Based upon the various pronouncements of judgments related to assessment of 100% loss of earning capacity, this case is considered as a fit case to grant relief allowing the calculation to be based on 100% instead of 75%.

(c) As per the Act, the injury compensation is calculated on the basis of age, relevant factor percentage of disability and monthly wages of the injured claimant/employee Sh. Suraj Gond as mentioned in the appended schedule. In this case, no salary record of for injured claimant/employee is available in case file, the same is restricted to Rs.8,000/- as per the maximum limit notified under the Act by the Central Government through the Gazette Notification No. S.O. 1258(E) dated 31.05.2010

(I) Calculation of Principal Amount in respect of injured employee Sh. Suraj Gond:-

The age of the claimant is taken as 18 years on the basis of age mentioned on medical treatment documents and the age factor of 18 years comes to 226.38.

As per Section 4(1)(a) of the Act in this case injury of an employee, Claim amount is calculated as under:-

60% of monthly wages x age factor x percentage of disability
= 60/100 x 8000 x 226.38 x 100%
(75% considered as 100% in this case as per Hon'ble Supreme Court judgment)
= Rs.10,86,624/-

The claimant is therefore entitled for the aforesaid amount.

(II) Calculation of Interest:-

In this case, the accident occurred on 04.06.2019 but the compensation was not deposited by either the R-1 and/or R-2 within specified period in the Act i.e. within one month date of accident i.e. 04.07.2019. Therefore, the R-2 (being an insurance company) is also liable to pay interest @ 12% per annum of the principal amount of Rs.10,86,624/- as per section 4A (3)(a) of the Act. The said interest is calculated w.e.f. 04.07.2019 till 07.08.2024 (on which proceedings were concluded for decision). The interest amount for the default period (05 years 01 month 03 days) therefore comes to Rs.6,63,927/-. The plea taken by R-2 that they have not been informed about the accident by the R-1 is not correct because they the claim was already filed by R-1 for processing insurance benefits as per the WS of R-1 and the claim number cited.

(III) Calculation of Medical Expenditure:

U/s 4(2A) of the Act, the medical expenditure of Rs. 53,346/- is also allowed in favor of the claimant to be paid by the R-2 (being an insurance company).

(IV) Calculation of Penalty Amount:

In this case, show cause notice dated 10.11.2022 was already issued by the then CEC directing both the respondents to explain why penalty should not be imposed. Since, no reply received on this behalf from both R-1 & R-2 and therefore this Court is of the opinion that penalty @ 15% each shall be imposed upon both R-1 & R-2 which would be just and fair to compensate for delayed payment. The R-1 is accordingly imposed penalty amount @ 15% which comes to Rs.1,62,994/- and similarly the R-2 is also imposed penalty amount @ 15% which comes to Rs.1, 62,994/-.

19. In view of above, the petition is decided in favor of the claimant Sh. Suraj Gond and accordingly: -

(a) The Respondent No. 2 (being an insurance company) is directed to pay the amount as mentioned which includes principal amount, interest, amount of medical expenses re-imbursement and 15% penalty all-inclusive amount grand totaling to Rs.19,66,891/- (Nineteen Lakhs Sixty-Six Thousand Eight Hundred Ninety-One Only).

(b) The Respondent No. 1 (being the employer) is directed to pay the penalty amount of Rs.1,62,994/- (One Lakh Sixty-Two Thousand Nine Hundred Ninety-Four Only).

20. As per this order, the Respondent No. 1 i.e. Mohd. Mushfiq & Respondent No. 2 i.e. M/s HDFC Ergo General Insurance Co. Ltd. are directed to pay the amount as mentioned in above paragraphs which includes principal amount, interest, medical expenditure and respective penalties within 30 days of passing of this order failing which the recovery proceedings can be initiated against each of them as per the provisions of the EC Act. In case the ordered amount is not deposited by R-2 within 30 days of this order interest @ 12% p.a. on the principal amount w.e.f. 07.08.2024 till the period of actual deposit shall be added as additional interest amount mentioned. Also, in case the ordered amount is

not deposited by R-1 within 30 days of this order interest @ 12% p.a. on the penalty amount w.e.f. 07.08.2024 till the period of actual deposit shall be added as additional relief to the claimant.

Given under my hand and seal of this 27th day of December, 2024.

27/12/2024

(U.K. SINHA)
COMMISSIONER UNDER
EMPLOYEE'S COMPENSATION