

Ratni Devi Vs. C C L

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Court : Jharkhand

Decided On : Sep-13-2017

Appellant : Ratni Devi

Respondent : C C L

Judgement :

IN THE HIGH COURT OF JHARKHAND AT RANCHI W.P.(S)No. 5144 of 2012
Ratni Devi.Petitioner -Versus- 1. M/s Central Coalfields Limited through its
Chairman cum Managing Director having its office at Darbhanga House, P.O.
Darbhanga House, P.S. Kotwali, Ranchi.

2. Director, Personnel, C.C.L., at +P.O. Darbhanga House, P.S. Kotwali, Dist.
Ranchi.

3. General Manager (P & IR), C.C.L. At + P.O. Darbhanga House, P.S. Kotwali,
District-Ranchi.

4. The Chief General Manager, Karo Special Project-II, P.O. and P.S. Bokaro
Thermal, District-Bokaro.

5. The Project Officer, Karo Special Project-II, P.O. P.S. Bokaro Thermal, District-
Bokaro.

6. Sr. Manager Personnel, Karo Special Project-II, P.O. and P.S. Bokaro Thermal,
District-Bokaro.

7. The Branch Manager, United Insurance Company Ltd. having its office at Buxidih Road P.O. & P.S. & District-Giridih.

8. Sr. Branch Manager, Oriental Insurance Company Ltd.. Respondents -----
CORAM: THE HON'BLE MR. JUSTICE DR. S.N.PATHAK For the Petitioner: Mr. Nand Kishore Pd. Sinha, Advocate. For the Respondents: Mr. L.C.N.Shahedeo, Advocate. For the Res. No.8: Mr. G.C.Jha, Advocate. ----- C.A.V. on 09.08.2017 : Pronounced on 13.09.2017 ----- Dr. S.N.Pathak,J.

The petitioner has approached this Hon'ble Court with a prayer to pay Rs.5,00,000/- of Group Insurance and compensation as per Motor Vehicle Act with statutory interest. Factual Matrix 2. The short facts of the case in a narrow compass is that the husband of the petitioner was employee of M/s Central Coalfields Limited working as Helper Cat. II in Karo Special Project, Fage-II, P.O. P.S. Bokaro Thermal, Dist. Bokaro. The husband of the petitioner Bisheshwar Mahto died in a road accident by Motor Cycle on 30.06.2007. Motorcycle was registered in the name of Mahendra Mahto son of late Bisheshwar Mahto as bearing registration No.JHO2J0635 ChasisNo.MD625MF5171E47991 and Engine No.CFSE7100510 and that has insured under Motor Vehicle Act by the United Insurance Company Ltd., Branch Giridih. Husband of the petitioner was a member of Group Insurance and the contribution of the said insurance amount has been deposited. The petitioner filed the claim of the said amount as per Guideline to the Respondent No.6.

3. It is further stated that when the amount was not paid to the petitioner and no action was taken by the C.C.L.-respondent No.7 for payment of amount and the accidental benefit as well as 2. compensation amount as per Motor Vehicle Act, the petitioner filed representation before the respondent-company but till date nothing has been done and hence the present writ petition has been preferred.

4. Learned Counsel for the petitioner submits that the husband of the petitioner was the member of Group Insurance and the amount of contribution has already been deposited. The claim of the petitioner is as per the guidelines of the respondent-company.

5. Learned Counsel further submits that the respondents have not considered for making payment in the head of family pension and CMPF.

6. Learned Counsel further submits that illegally and arbitrarily the respondents have not considered the case of the petitioner and hence a direction may kindly be given for making payment of the same.

7. Per contra counter-affidavit has been filed.

8. Learned Counsel for the respondents argued that any payment to the petitioner can be done only in view of the M.O.U. entered upon by the C.C.L. and the husband of the petitioner. M.O.U. Provided that all accidental death shall be intimated within three months from the date of accident to the OICL.

9. Learned Counsel further argues that as per M.O.U. Payment of compensation in Rs.5,00,000/- in the event of accidental death of the policy holder.

10. Learned Counsel for the respondents draws the attention of the Court towards several paragraphs of the counter-affidavit which are reproduced here-in-below:

2. That after entering into MOU the respective areas of the company were requested by a letter dated 28.7.2007 to deduct the premium amount for the year 2007-08 from the wages of the concerned employees but unfortunately the premium amount from the wages of the deceased employee could not be deducted as meanwhile he died on 30.06.2007.

21. That but the fact remains that the deceased employee was on the roll of the company at the time of commencement of the insurance scheme w.e.f. 6.5.2007 and even on the date of signing of the MOU on 26.6.2007 and as such, in view of the submission made herein before was covered under the scheme. The employee died on 30.6.2007.

23. That, however, the OICL by a letter dated 24.11.2008 rejected the insurance claim of the petitioner stating that name of the deceased 3. employee did not appear in the employee list of B & K area of the company.

24. That, however, the OICL further by a letter dated 10.7.2009, quoting the aforesaid clause of the MOU which showed that the premium amount in respect of all the employees have been deposited in advance, was requested by the respondent-CCL, to consider the petitioner's insurance claim. Therein it has also been stated that the premium amount of Rs.450/- has been deposited by the petitioner at the unit level vide receipt dated 20.9.2007.

11. Mr. G.C.Jha, learned Counsel appearing for the Oriental Insurance Company-respondent No.8 argues that from paragraph No.8 of the counter-affidavit filed by the Oriental Insurance Company it is clear that name of the deceased employee does not appear in the list of Karo Special Project of B & K Area, C.C.L. for the GPAIS covered employees list provided by management of C.C.L. so the claim cannot be processed.

12. Learned Counsel argues that the premium from the salary of the deceased could not be deducted but he is covered in view of the MOU between CCL and OIC Ltd. The stand of C.C.L. differs and suffers with serious contradictions in its letter dated 10.07.2009, which is crystal clear from its personal.

13. Learned Counsel Mr. G.C. Jha draws the attention of the Court towards paragraph No.11 and submits that the employee died on 30.06.2007 and on the date of death i.e. on 30.06.2007 premium/consideration amount was not paid and the premium paid, if any on 20.09.2007 (2 months 20 days after the death of Late Bisheshwar Mahato) cannot be treated to be under the coverage of the insurance policy. Hence the OICL Ltd. cannot be asked for making Group Insurance amount under GPAIS scheme.

14. Be that as it may, having gone through the rival submissions of the parties, this Court is fully satisfied with the claim of the deceased employee which has been illegally and arbitrarily rejected by the Insurance Company on the ground of belated submission of the claim by the C.C.L. In the MOU made between the and the Oriental Insurance Company by which the deceased employee was governed, the claim of the deceased father of the petitioner could not have been rejected by the respondent-Oriental Insurance Company and as such the impugned action of the respondent Oriental Insurance Company cannot be sustained in the eyes of

law.

4. 15. The Court is not impressed by the argument advanced by the learned Counsel for the Oriental Insurance Company Ltd. that the claim became time barred and as such in view of the MOU no relief can be granted to the petitioner rather the issue has been decided by the Division Bench of this Court in L.P.A.No.307 of 2012. In case of Abulash Devi Vs. The Central Coalfields Ltd. & Ors., W.P. (S)No.2517/2008 has observed as under: Since the employee had deposited contribution with the employer, it is the duty of the employer to pay the group insurance amount to the employee. If the insurance co. denies anything contrary to the terms, the Central Coalfields Ltd. has to deal with them and take appropriate step. In view of the above, the respondents are directed to pay the due amount of group insurance to the petitioner with statutory interest from the date it was payable till the date of payment, within four weeks from the date of receipt/production of a copy of this order. If the said amount is not paid within the period aforesaid, the petitioner shall be entitled to get additional compensatory interest @ 10% per annum from the date the amount was payable till the date of final payment.

16. As a cumulative effect of the aforesaid facts, rules, guidelines and the judicial pronouncements, I am in full agreement with the view expressed by the Hon'ble Division Bench and the learned Single Judge of this Court in case of Abulash Devi (supra), I hereby direct the respondent No.1 and 3 to release the due amount of the insurance to the petitioner with interest 12% p.a. from the date it was payable within four weeks from today. If the said amount is not paid within four weeks, the respondent No. 1 & 3 shall also pay additional compensatory interest @ 10% p.a. The Oriental Insurance Company is directed to reimburse the amount of compensation along with interest @ 12% p.a. with effect from the date on which the amount is actually paid in favour of the legal heirs of the deceased employee. The Respondent-Oriental Insurance Company is directed to make payment of Rs.25,000/- by way of litigation cost to the petitioner.

17. Resultantly, the writ petition stands allowed. [Dr. S.N.Pathak,J.] P.K.S.