

Managing Director, Durg Transport Co. Pvt. Ltd. Vs. Commissioner for Workmen's Compensation-cum-Labour Court and Ors.

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Court : Madhya Pradesh

Decided On : Feb-09-1990

Reported in : 1991ACJ595; (1995)IIILLJ238MP; 1990(0)MPLJ547

Judge : D.M. Dharmadhikari, J.

Acts : Workmen's Compensation Act, 1923 - Sections 3; [Motor Vehicles Act, 1939](#) - Sections 94 and 95

Appeal No. : Miscellaneous Appeal No. 241 of 1986

Appellant : Managing Director, Durg Transport Co. Pvt. Ltd.

Respondent : Commissioner for Workmen's Compensation-cum-Labour Court and Ors.

Advocate for Def. : P.C. Naik, Adv.

Advocate for Pet/Ap. : P.K. Rawat, Adv.

Disposition : Appeal dismissed

Judgement :

ORDER

D.M. Dharmadhikari, J.

1. In the present appeal under Section 30 of the Workmen's Compensation Act, 1923, against the award of the Commissioner of Workmen's Compensation, Durg, the only question that arises for consideration is whether the Insurance Company/Respondent No. 2 can also be made severally and jointly liable for the amount of compensation awarded by the Commissioner of Workmen's Compensation.

2. Admittedly, the deceased Dharamdas was employed with the appellant Durg Transport Company as a conductor. He was travelling in a jeep owned by the appellant company and was proceeding on duty for the work of the employer. The jeep met with an accident resulting in his death.

3. Learned counsel for the appellant interpreting endorsement I.M.T. 16 of the policy document Ex.D.1 submits that the Insurance Company was liable for payment of compensation as the jeep was insured with the Insurance Company/Respondent No. 2. The endorsement clause I.M.T. 16 of the policy reads as under:-

'I.M.T. 16 - Legal liability to persons employed in connection with the operation and/or maintenance and/or loading and/or unloading of Motor Vehicles.

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the Company shall indemnify the insured against

his legal liability under:

The Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement and Fatal Accident Act, 1855 or at Common Law in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading and/or unloading) whilst engaged in the service of the insured in such occupation in connection with the Motor Vehicles and will in addition be responsible for all costs and expenses incurred with its written consent.'

Placing reliance on the contents of the above Endorsement, it is argued that the deceased workman met with an accident while engaged in the service of the insured and in connection with Motor Vehicles and, therefore, the Insurance Company could not deny its liability under the express terms of the policy.

4. Learned counsel for the Company invited my attention to their specific plea in the written statement which is as under:

'Except the Jeep No. MBT 222 was insured with the opposite party No. 2 under the Policy No. 15250/308/03560/30/83 /83304 valid from 30.5.1983 to 30.5.1984 covering only issued for comprehensive insurance with the risk of the driver on wheel but not for the conductors or other workmen the rest of the contents of para 1 is also denied for want of knowledge.'

Under the special pleadings similar plea has been taken that under the aforesaid terms of the policy only the risk of the driver in the accident was covered and the risk of any other occupant in the jeep was not at all covered. The learned counsel for the Insurance Company submits that in the light of the provisions of Sections 94, 95 and 96 of the Motor Vehicles Act, the Endorsement I.M.T. 16 in the document of Insurance Policy has to be interpreted reasonably to mean that so far as the liability towards the employees is concerned, the risk covered is of the driver or employees of the categories mentioned therein employed on the vehicle insured.

5. Interpreting thus, the counsel for the Insurance Company points out that in the present case admittedly the deceased was not employed in any capacity on the jeep. He may be a conductor in the Transport Company of the appellant. But he could not be a conductor of the jeep. He was occupying the jeep only as one of the occupants and may be that he was travelling in the course of his duties, but such a liability is not covered under Endorsement I.M.T. 16 quoted above. In my considered view, the contention of the learned counsel for the respondent Insurance Company has force and is liable to be accepted. The very reading of the Endorsement I.M.T. 16 (supra) shows that it is in respect of liability to persons employed in connection with the operation and/or maintenance and/or loading and/or unloading of Motor Vehicles. The word 'Motor Vehicle' used in the I.M.T 16 unmistakably means the Motor Vehicle insured. The deceased workman having not been employed in connection with the Motor Vehicle insured, the liability is not covered by the endorsement I.M.T. 16 of the Insurance Policy.

6. In view of the discussion aforesaid, the appeal fails and is hereby dismissed, but without any order as to costs.

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