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High Court Of Punjab And Haryana At Chandigarh

Case No: CWP No. 14578 of 2012 (O&M)

Banwari Lal — APPELLANT

Vs

Govt. of Haryana — RESPONDENT

Date of Decision: July 11, 2014

Acts Referred:

- Constitution of India, 1950 - Article 226, 227

Hon'ble Judges: Ritu Bahri, J

Bench: Single Bench

Advocate: Harish Sharma, Advocate for the Appellant; Roopak Bansal, Addl. A.G. Haryana, Advocate for the Respondent

Final Decision: Dismissed

Judgement

Ritu Bahri, J.
The instant petition has been filed under Article 226/227 of the Constitution of India for issuing a writ in the nature of certiorari for quashing the impugned order dated 16.03.2012(P-3) passed by respondent No. 2.

2. Petitioner Banwari Lal was a manual labourer by profession and working in the field of his employer. While working, he was electrocuted on 25.03.2009. He was admitted and treated in Civil Hospital Kaithal, Dev Nursing Home and PGI Chandigarh. Both arms of the petitioner were amputated and he has become 100% disabled, as per certificate issued by SMO, Kaithal (P-1).

3. The petitioner approached SDO, Kaithal for compensation for the disability who vide letter No. 2340-2341/SDCII forwarded claim in the office of Branch Manager, Reliance General Insurance Co. Ltd., who paid a cheque of Rs. 50,000/- only to the petitioner.

4. At this stage, the petitioner appeared before respondent No. 2 for enhancing the compensation. However during the course of the proceedings of the case before the Lok Adalat, it was held that as per the requirement of the provisions of Sub Section 7 of 22-C

of Chapter VI-A of the Act, opportunities to compromise and settle the dispute between the parties were afforded but the compromise between the parties for the settlement of dispute in question could not be arrived at. At this stage, the Lok Adalat proceeded with the case finding no other alternative as per Sub Section 8 of Section 22-C of the Act.

5. Reliance General Insurance Co. Ltd. has raised preliminary objection that the disability has occurred to the petitioner after the expiry of the policy and thus, the company reserve its right to recover Rs. 50,000/- already disbursed by it to the petitioner. The petitioner himself had stated that the electrocution injury was caused to him on 25.04.2009 and the period of present policy was from 28.03.2008 to 27.03.2009.

6. Reference was made to the policy, which reads as under:-

7. The case of the petitioner has been dismissed by the Lok Adalat on the ground that loss of two limbs would not amount to permanent disability.

8. Learned counsel for the petitioner could not point out the difference between permanent disability and loss of two limbs.

9. In the written statement filed by the respondents, reference has been made to the MOU which was entered between the Reliance General Insurance Co. Ltd. and State of Haryana for implementation of Rajiv Gandhi Parivar Bima Yojna, which was for the period of one year i.e. 28.03.2008 to 27.03.2009 and the case of the petitioner was referred and has been considered rightly by the Insurance company by awarding him Rs. 50,000/- as compensation, therefore, no ground is made out to interfere in the order dated 16.03.2012(P-3) passed by respondent No. 2.

10. The petition is dismissed.