

(2004) 07 JH CK 0017

Jharkhand High Court

Case No: MA No. 291 of 2003

Parikh Engineering and Body
Building Company Limited

APPELLANT

Vs

Smt. Pramila Karwa and Others

RESPONDENT

Date of Decision: July 21, 2004

Citation: (2005) ACJ 2052 : (2005) ACJ 2052 : (2004) 4 JCR 505

Hon'ble Judges: Vishnudeo Narayan, J; M.Y. Eqbal, J

Bench: Division Bench

Advocate: S.L. Agarwal, for the Appellant; A. Sen and J. Sarangi, for the Respondent

Final Decision: Allowed

Judgement

@JUDGMENTTAG-ORDER

1. Heard the parties.
2. This appeal, at the instance of the owner of the vehicle, is directed against that part of the order by which the Tribunal directed the appellant to pay interest from the date of filing of application till 5.4.2002 when, for the first time. Insurance Company was impleaded as party in the said claim case.
3. Learned counsel appearing for the appellant submitted that it was because of the-serious laches and negligence on the part of the appellant that the Insurance Company was not impleaded as party in the said claim case, although the appellant. owner of the vehicle, disclosed all the necessary particulars and Insurance Policy by their objection dated 11.12.1995. a copy of which has been annexed as Annexure-4 to the memo of appeal.
4. The facts of the case lie in a narrow compass :

The claim case was filed in the year 1987 being Compensation Case No. 35/1987. From perusal of the claim petition, a copy of which has been produced by counsel for the claimant, it appears that in the column where the claimant was required to

state about the Insurer of the vehicle, it was stated (not known) and necessary particulars shall be furnished later on. In spite of that the Tribunal passed ex parte award on 22.6.1991 against the owner of the vehicle. The said award was challenged in MA No. 544/93 (R) before this Court. The aforesaid appeal was finally disposed of on 10.11.1995 and the award of the Tribunal was set aside with a direction to pass fresh award after giving notice and opportunity of hearing to the Insurance Company. Immediately after the aforesaid Judgment the appellant filed an application on 11.12.1995 giving full particulars of the Insurance Policy for impleading the Insurance Company as party. The claimants-respondents did not take any step for about seven years and it was only on 6.4.2002 a petition was filed for impleading Insurance Company as party in the said claim case and the Tribunal allowed the application and notice was issued. It was only thereafter the Tribunal passed the impugned award.

So far the interest part is concerned, the Tribunal directed for payment of interest by the Insurance Company from 6.4.2002 till the date of payment. So far interest prior to 6.4.2002 is concerned, the Tribunal held that the appellant who is the owner of the vehicle is liable to pay interest. This part of the award is under challenge.

5. Admittedly it is because of the sheer laches and negligence on the part of the claimants-respondents the Insurance Company was Impleaded as party after about 11 years in spite of the fact that all the insurance particulars were furnished by the appellant as far back as in 1995. In our view, the Tribunal has committed serious error of law in holding that the interest for the period prior to 6.4.2002 is payable by the owner of the vehicle. Since it is clear case of negligence and laches on the part of the claimants we are of the view that no interest on the award amount is liable to be paid to the claimants till 5.4.2002.

6. For the aforesaid reason, this appeal is allowed and impugned award is modified by setting aside that part of the direction by which the appellant was held liable for payment of interest from the date of filing of the claim case till 5.4.2002.