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IN THE HIGH COURT OF JUDICATURE OF ANDHRA PRADESH :

HYDERABAD

FRIDAY, THE TWENTY NINETH [29TH] DAY OF JANUARY,
TWO THOUSAND AND TEN

Present:

HON'BLE SRI JUSTICE G.V.SEETHAPATHY,
C.M.A.No.579 of 2005

Between:

United India Insurance Company Ltd., rep. by
Its Branch Manager, Karimnagar

... Appellant

And:

Mididoddi Iлама & others

... Respondents

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HON'BLE SRI JUSTICE G.V.SEETHAPATHY
C.M.A.No.579 of 2005

JUDGMENT:

This appeal is directed against the order dated 18.05.2005 in W.C.No.28 of 2004 on the file of the Commissioner for Workmen's Compensation Act, Karimnagar, wherein, the claim of the applicants-respondents 1 to 5 herein was allowed in part awarding compensation of Rs.1,36,277/- with direction to the opposite parties to pay the said amount with interest at 12% per annum from the date of application i.e., 21.03.2004 till the date of deposit, within 30 days from the date of receipt of the order.

2. Heard the learned counsel for both parties. Perused the record.

3. The respondents 1 to 5 herein-applicants filed claim application seeking compensation of Rs.1,78,490/- for the death of the deceased Mididoddi Ilaiah, who died in a motor vehicle accident that occurred on 28.03.2000 in the course of his employment as loading and unloading labourer on the tractor-trailer bearing Registration No.AP 15 U 7453/AP 15 U 7454. The first applicant is the wife, applicants 2 to 5 are the children of the deceased. According to them, the deceased was employed as loading and unloading labourer on the tractor-trailer belonging to the 6th respondent herein on a salary of Rs.2000/- per month and that on the date of accident when the deceased and another labourer were loading the gravel in the trailer near Kakatiya Canal in the outskirts of Bornapalli, suddenly a mound of earth fell on the workman-deceased, resulting in fatal injuries to the deceased, who died on the spot. Huzurabad Police, registered a case in Cr.No.38 of 2000.

4. The 6th respondent herein-owner of the tractor-trailer filed counter admitting the employment of the deceased as loading and unloading labourer and the death of the deceased in the said accident and the wages. The appellant-insurer filed counter opposing the claim and denying their liability to pay the compensation.

5. During enquiry, PWs.1 and 2 were examined and Exs.A.1 to A.4 were marked on behalf of the applicants. No oral evidence was adduced on behalf of the opposite parties but Ex.R.1 copy of the policy was marked.

6. On consideration of evidence available on record, the learned Commissioner held that the deceased was employed as loading and unloading labourer in the tractor-trailer and he died in the accident, which occurred in the course of such employment. It was further held that the applicants are entitled for total compensation of Rs.1,36,277/- by taking the wages of the deceased at Rs.1527/- per month as per G.O.Ms.No.71 dated 16.04.1991 and applying the multiplying factor 178.49 suitable to the deceased, who was aged 42 years. The learned Commissioner further directed the opposite parties to deposit the said amount within 30 days from the date of receipt of the order with interest at 12% per annum. Aggrieved by the same, the insurer filed the present appeal.

7. The above findings of the learned Commissioner are not seriously disputed. The learned Commissioner has taken the wages of the deceased at Rs.1,527 as per G.O.Ms.No.71 dated 16.04.1991 including VDA and applied the relevant multiplying factor 178.49 suitable to the deceased, who was aged 42 years, and arrived at total compensation of Rs.1,36,277/- which is just and fair and therefore, it does not call for any interference.

8. The main contention of the learned counsel for the appellant-insurer is that the appellant is not liable to pay interest from the expiry of 30 days after the accident, till the date of deposit as awarded by the learned Commissioner and that too at the rate of 12% per annum.

9. The question which then arises for consideration is - as to from what date the interest is payable and at what rate and by whom. ?

10. The learned counsel appearing for the applicants would contend that the interest is payable at a minimum rate of 12% p.a., as provided under Section 4-A (3) of the Act and from the date of the accident, which according to him is the date on which the compensation payable fell due and the interest is payable along with the principal amount of compensation by the insured employer and the insurance company jointly and severally.

11. The learned counsel appearing for the insurer would contend that the rate of interest prescribed under Section 4-A (3) of the Act is payable only in the event of default in payment of the compensation amount within the period of 30 days from the date of adjudication and in such event of default, the interest is payable at the minimum prescribed rate of 12% from the due date i.e., the date on which the period of 30 days expired. He would further contend that the insurer is not liable for payment of interest for any period prior to the date of adjudication.

12. Both the learned counsel have relied on certain decisions of the Apex Court and other High Courts and this Court as well in support of their respective contentions which are referred to herein below.

13. It would be useful to extract Section 4-A of the Act which deals with “compensation to be paid when due and penalty for default” which states as follows:-

- “(1) Compensation under Section 4 shall be paid as soon as it falls due.
- (2) In cases where the employer does not accept the liability for compensation to the extent claimed, he shall be bound to make provisional payment based on the extent of liability which he accept, and, such payment shall be deposited with the Commissioner or made to the workman, as the case may be, without prejudice to the right of the workman to make any further claim.
- (3) Where any employer is in default in paying the compensation due under this Act within one month from the date it fell due, the Commissioner shall –

(a) direct that the employer shall, in addition to the amount of the arrears, pay simple interest thereon at the rate of twelve per cent per annum or at such higher rate not exceeding the maximum of the lending rates of any scheduled bank as may be specified by the Central Government, by notification in the official Gazette, on the amount due; and

(b) if, in his opinion, there is no justification for the delay direct that the employer shall, in addition to the amount of the arrears and interest thereon, pay a further sum not exceeding fifty per cent of such amount by way of penalty;”

14. A plain reading of the above provision would disclose that under sub-section (1), the amount of compensation, which is determined in accordance with Section 4, shall be paid as soon as it falls due. Sub-section (2) stipulates that in case where the employer does not accept the liability for the compensation, as claimed, he would make provisional payment of such amount as admitted by him and deposit the same with the Commissioner or make the payment to the workman without prejudice to the right of the workman to make any further claim. Sub-section (3) states that where the employer is in default in paying the compensation due under the Act within one month from the date it fell due, the Commissioner may direct that, in addition to the amount of the arrears, simple interest at the rate of twelve per cent per annum on the amount due shall be recovered from the employer. Sub-section (3) also empowers the Commissioner to direct that a further sum not exceeding fifty per cent of such amount shall be recovered from the employer by way of penalty, if in the opinion of the Commissioner there is no justification for the delay. It is, however, not disputed and is established by a catena of decisions that the liability to pay any such penalty imposed in a given case is that of the employer alone and such liability for payment of penalty cannot be fastened on the insurer.

15. The words “falls due” occurring in sub-section (1) and

the expression “fell due” occurring in sub-section (3) are significant.

16. The learned counsel for the applicant-workman would contend that the said expression signifies the date of accident itself because the amount is payable by the employer the moment the workman suffers personal injuries arising out of the accident in the course of employment.

17. The learned counsel for the insurer, on the other hand, would contend that in the event of the employer not admitting his liability, for any reason, the amount of compensation has to be necessarily ascertained only upon adjudication and it is only on such adjudication and in the event of default in payment of such amount within the period of 30 days from the date of adjudication that interest becomes payable from the date of adjudication and not before.

18. In **PRATAP NARAIN SINGH DEO V. SRINIVAS SABATA AND ANOTHER^[1]**, a four Judge Bench of the Apex Court held as follows:

“The employer therefore became liable to pay the compensation as soon as the aforesaid personal injury was caused to the workman by the accident which admittedly arose out of and in the course of the employment. It is therefore futile to contend that the compensation did not fall due until after the Commissioner’s order dated May 6, 1969 under Section 19. What the section provides is that if any question arises in any proceeding under the Act as to the liability of any person to pay compensation or as to the amount or duration of the compensation it shall, in default of agreement, be settled by the Commissioner. There is therefore nothing to justify the argument that the employer’s liability to pay compensation under Section 3, in respect of the injury, was suspended until after the settlement contemplated by Section 19. The appellant was thus liable to pay compensation as soon as the aforesaid personal injury was caused to the appellant, and there is no justification for the argument to the contrary”.

In the facts and circumstances of the above case, the Apex Court upheld the order passed by the Commissioner awarding penalty to the extent of fifty per cent and interest at six per cent.

19. In **MAGHAR SINGH V. JASHWANT SINGH**^[2], a three Judge Bench of the Apex Court awarded interest at 9 % per annum from the date of accident i.e., 26-07-1984 till the date of recovery or actual payment under the provisions of the Act.

20. In **P.J.NARAYAN V. UNION OF INDIA AND OTHERS**^[3], the Apex Court held that “insurance is a matter of contract between insurance company and the insured. It is always open to the insurance company to refuse to insure. Similarly, they are entitled to provide by contract that they will not take on liability for interest. In the absence of any statute to that effect, insurance company cannot be forced by courts to take on liabilities which they do not want to take on.” In the above case, a direction was sought to the insurance company to delete the clause in the policy, which provides that in case of compensation under the Workmen’s Compensation Act, 1923, the insurance company will not be liable to pay interest. The Apex Court held that there was no substance in the writ petition and there was no statutory liability on the insurance company and the statutory liability under the Workmen’s Act was on the employer and the writ petition was dismissed.

21. In **VED PRAKASH GARG V. PREMI DEVI AND OTHERS**^[4], the question, which arose before the Apex Court, was as follows:

“Where an employee receives a personal injury in a motor vehicle accident arising out of and in the course of his employment while working on the motor vehicle of the employer, whether the insurance company, which has insured the employer-owner of the vehicle against third party accident claims under Motor Vehicles Act, 1988 (hereinafter referred to as “the Motor Vehicles Act”) and against claims for compensation arising out of proceedings under the Workmen’s Compensation Act, 1923 (hereinafter referred to

as ‘the Compensation Act’) in connection with such motor accidents, is liable to meet the awards of Workmen’s Commissioner imposing penalty and interest against the insured employer under Section 4A(3) of the Compensation Act.”

After reviewing the case law on the subject, the Apex Court held as under:-

“As a result of the aforesaid discussion it must be held that the question posed for our consideration must be answered partly in the affirmative and partly in the negative. In other words the insurance company will be liable to meet the claim for compensation along with interest as imposed on the insured-employer by the Workmen’s Commissioner under the Compensation Act on the conjoint operation of Section 3 and Section 4A sub-section (3)(a) of the Compensation Act. So far as additional amount of compensation by way of penalty imposed on the insured employer by the Workmen’s Commissioner under Section 4A(3)(b) is concerned, however, the insurance company would not remain liable to reimburse the said claim and it would be the liability of the insured employer alone.”

In the above case, the Apex Court set aside the impugned judgments to the extent to which they exonerated the insurance companies from payment of interest awarded on the principal compensation amounts by the Workmen’s Commissioner on account of default of the insured in paying up the compensation amount within the period prescribed under Section 4-A(3) and accordingly held that the insurance company would be liable to pay interest at 6% per annum from the date of accident till the date of payment.

22. In **KAMALA CHATURVEDI V. NATIONAL INSURANCE CO. LTD. AND OTHERS**^[5], the insurance company sought to avoid its liability to pay interest on the ground that there was no contract by the insured for payment of interest. However, there was no exception stipulated in the policy regarding payment of interest by the insurance company. It was, therefore, held following *Ved Prakash Garg’s* case (4 supra) that the insurance company was liable to pay interest along

with compensation.

23. In **L.R.FERROR ALLOYS LTD. V. MAHAVIR MAHTO AND ANOTHER**^[6], the Apex Court, following the decision in *Ved Prakash Garg's* case (4 supra), held that payment of interest and penalty are two distinct liabilities arising under the Act, while liability to pay interest is part and parcel of legal liability to pay compensation upon default of payment of that amount within one month. Therefore, claim for compensation along with interest will have to be made good jointly by the insurance company with the insured employer. But, so far as the penalty imposed on the insured employer is on account of his personal fault, insurance company cannot be made liable to reimburse penalty imposed on the employer. Hence, the compensation with interest is payable by the insurance company but not penalty.

24. In **KERALA STATE ELECTRICITY BOARD AND ANOTHER VV. VALSALA K. AND ANOTHER**^[7], while upholding the view taken by a Full Bench of the Kerala High Court in **UNITED INDIA INSURANCE COMPANY LTD. V. ALAVI (1998(1) KERALA LAW TIMES 951)**, the Apex Court held as follows:

“Our attention has also been drawn to a judgment of the Full Bench of the Kerala High Court in *United India Insurance Co. Ltd. V. Alavi (1998(1) Ker LT 951)* wherein the Full Bench precisely considered the same question and examined both the above noted judgments. It took the view that the injured workman becomes entitled to get compensation the moment he suffers personal injuries of the types contemplated by the provisions of the Workmen's Compensation Act and it is the amount of compensation payable on the date of the accident and not the amount of compensation payable on account of the amendment made in 1995, which is relevant. The decision of the Full Bench of the Kerala High Court, to the extent it is in accord with the judgment of the larger bench of this Court in *Pratap Singh Narain Singh Deo v. Srinivas Sabata (AIR 1976 SC 222: 1976 Lab IC 222)* (supra) lays down the correct law and we approve it.”

The question, which arose for consideration in the above decision, was whether the amendment of Sections 4 and 4-A of the Act made by Act 30/95 w.e.f. 15-09-1995 enhancing the amount of compensation and rate of interest would be attracted to cases where the claims arose from the accidents that occurred prior to 15-09-1995. It was observed by the Apex Court that various High Courts in the country have uniformly taken the view that the relevant date for determining the rights and liabilities of the parties is the date of the accident. The above decision referred to the four Judge Bench decision of the Apex Court in *Pratap Narain Singh Deo's* case (1 supra) where it was held that the relevant date for determination of the rate of compensation is the date of accident and not the date of adjudication of the claim. Reference was made to a two Judge Bench decision of the Apex Court in *THE NEW INDIA ASSURANCE COMPANY LIMITED V. V.K.NEELAKANDAN* in Civil Appeal Nos.16904 to 16906 of 1996, decided on 06-11-1996, wherein a contrary view was taken to the effect that the Act being a special legislation for the benefit of the workmen, the benefit as available on the date of adjudication should be extended to the workmen and not the compensation which was payable on the date of the accident. It was observed that the two Judge Bench in *Neelakandan's* case (referred above) did not take notice of the larger Bench decision in *Pratap Narain Singh Deo's* case (1 supra) as it presumably was not brought to the notice of the Court and in view of the categorical law laid down by the larger Bench in *Pratap Narain Singh Deo's* case (1 supra), the view expressed by the two Judge Bench in *Neelakandan's* case is not correct.

25.In **GOTTUMUKKALA APPALA NARASIMHA RAJU AND OTHERS V. NATIONAL INSURANCE CO. LTD.**^[8], the Apex Court held as follows:

“The ingredients for maintaining a proceeding under 1988 Act and 1923 Act are different. The purpose for which a contract of insurance is entered into may be different, whereas 1988 Act, it will bear repetition to state, a contract of insurance

would be mandatory; for the purpose of applicability of the 1923 Act, it will be optional and as indicated hereinbefore in *Harshadbhai Amrutbhai Modhiya's case* (2006 AIR SCW 2352), even contracting out is permissible, as under the 1923 Act, the liability of the insurer is limited to the claim of the workman. The liability under Section 147(2)(b) of the 1988 Act, on the other hand, extends to third party.”

26. In **NEW INDIA ASSURANCE CO. LTD. V. HARSHADBHAI**

AMRUTBHAI MODHIYA AND ANOTHER^[9], it was held as follows:-

“It is, therefore, clear from the above decisions that it is open to the insurance company to contract out insofar their liability for payment of interest by making necessary stipulation in the terms of the agreement i.e., policy of insurance. It is, however, not a case of the insurer in the present case that there was any such stipulation made in the contract of insurance entered into with the employer, whereby their liability for payment of interest is excluded.”

27. In **NATIONAL INSURANCE CO. LTD. V. MUBASIR**

AHMED AND ANOTHER^[10], the Apex Court held as follows:-

“Interest is payable under Section 4-A (3) if there is default in paying the compensation due under this Act within one month from the date it fell due. The question of liability under Section 4-A was dealt with by this Court in *Maghar Singh v. Jashwant Singh* (1997 ACJ 517 (SC)). By Amending Act 30 of 1995, section 4-A of the Act was amended, *inter alia*, fixing the minimum rate of interest to be simple interest at the rate of 12 per cent. In the instant case, the accident took place after the amendment and, therefore, the rate of 12 per cent as fixed by the High Court cannot be faulted. But the period as fixed by it is wrong. The starting point is on completion of one month from the date on which it fell due. Obviously, it cannot be the date of accident. Since no indication is there as when it becomes due, it has to be taken to be the date of adjudication of the claim. This appears to be so because section 4-A (1) prescribes that compensation under Section 4 shall be paid as soon as it falls due. The compensation becomes due on the basis of adjudication of the claim made. The adjudication under Section 4 in some cases involves the assessment of loss of earning capacity by a qualified medical practitioner. Unless adjudication is done, question of compensation

becoming due does not arise. The position becomes clearer on a reading of sub-section (2) of section 4-A. It provides that provisional payment to the extent of admitted liability has to be made when employer does not accept the liability for compensation to the extent claimed. The crucial expression is 'falls due'. Significantly, legislature has not used the expression 'from the date of accident'. Unless there is an adjudication, the question of an amount falling due does not arise."

The above decision was reiterated by the Apex Court in *Kamala Chaturvedi's* case (5 supra).

28. The learned counsel for the insurance company would seek to rely upon the above decision and contend that as the amount of compensation fell due only upon adjudication, the interest under Section 4-A (3) of the Act is payable only in the event of default in payment of the amount within 30 days from the date of adjudication and the interest becomes payable at 12% per annum only on expiry of said period of 30 days and not before.

29. The learned counsel for the applicants would, on the other hand, seek to rely on the four Judge Bench decision of the Apex Court in *Pratap Narain Singh Deo's* case (1 supra) and would contend that the crucial date is the date of the accident as the amount becomes payable the moment the workman suffers personal injuries in the accident that arises out of and in the course of employment. He would further contend that the decision in *Pratap Narain Singh Deo's* case (1 supra) having been rendered by a bench of larger strength of four judges, the same takes precedence over the decision in *Mubasir Ahmed's* case (9 supra) which was rendered by a bench of two judges. In that connection, he relied on a decision of High Court of Gujarat in **UNITED INDIA INSURANCE CO. LTD. V. SHAKURA ISHAQ BHAYA AND ANOTHER**^[11] wherein a learned Single after referring to the above two decisions of the Apex Court and reviewing the case law as to what constitutes a binding precedent, held as

follows:-

“In view of the aforesaid discussion, this Court is of considered view that when there is conflict between the judgments of the Hon’ble Apex Court in *Pratap Narain Singh Deo’s* case, 1976 ACJ 141 (SC), (decided by four-Judge Bench) and *Mubasir Ahmed’s* case (supra) (decided by two-Judge Bench) and, therefore, this court is bound to follow the decision of larger Bench judgment of the Hon’ble Supreme Court i.e., *Pratap Narain Singh Deo’s* case”.

Accordingly, the learned Single Judge directed both the defendants i.e., insurance company and the owner to pay compensation and also 6% interest from the date of application.

30. It is to be noted that in *Mubasir Ahmed’s* case (9 supra), the Court was dealing with the question of liability to pay interest in terms of Section 4-A(3) of the Act and it was held that the interest at the statutorily prescribed minimum rate of 12% per annum under Section 4-A(3) becomes payable if there is default in paying the compensation within one month from the date it fell due and the starting point is on completion of one month from the date on which it fell due and obviously it cannot be the date of accident. What was held in *Pratap Narain Singh Deo’s* case (1 supra) was that the employer became liable to pay the compensation as soon as the personal injury was caused to the workman from the accident which arose out of and in the course of employment and it was futile to contend that the compensation did not fall due until after the order was passed by the Commissioner. It cannot be disputed that the liability to pay compensation arises the moment the workman suffers injury in the accident that occurs in the course of employment. The Act contemplates payment of compensation by the employer even without a formal adjudication. It is only when the employer disputes the liability on any ground that a need for adjudication arises under Section 19. The Act also contemplates payment of the amount to the extent of admitted liability by the employer within one month from the

date it falls due. In the event there is no dispute regarding the accident or the nature and extent of liability, the amount of compensation as claimed by the workman becomes payable instantly i.e., immediately after the accident. In case where the liability is not wholly admitted and is partly disputed, still the amount of compensation to the extent of admitted liability becomes payable instantly i.e., immediately upon the occurrence. It is only when the liability is disputed in whole or in part requiring ascertainment of the amount payable, the adjudication by the Commissioner becomes necessary and the amount so ascertained falls due upon such adjudication. In the event of default in payment of the said amount so ascertained after adjudication within one month that interest at the prescribed minimum rate of 12% becomes payable from the date on which the said period of one month expires. The compensation becoming payable immediately after the accident is contemplated under the Act and it was so held in *Pratap Narain Singh Deo's* case (1 supra). The same does not have any conflict with the proposition that interest in terms of Section 4-A(3) of the Act at the prescribed minimum rate of 12% becomes payable in the event of default from the date of expiry of the period of one month stipulated under Section 4-A(3). The two propositions are distinct and different. Insofar the interest for the post-adjudication period is concerned, the same is duly taken care of by the provisions of Section 4-A (3). However, there is no specific provision providing for payment of interest for pre-adjudication period in the Workmen's Compensation Act.

31. The question, which then arises for consideration, is - whether interest can be awarded for the pre-adjudication period. It cannot be disputed that the Act is a beneficial piece of legislation and intended to promote the welfare of the workman who becomes the unfortunate victim of accident that occurred in the course of employment or the kith and kin of deceased-workman in the event of death taking place as a result of such accident. When the injured-

workman or the kith and kin of the deceased-workman make a claim for compensation and the employer does not settle their claim immediately and it becomes necessary to go in for adjudication for the purpose of ascertainment of the amount payable, it is neither just nor fair nor equitable to deprive the applicant of the benefit of interest on the amount so ascertained upon adjudication, especially when recourse to such adjudicatory process is contemplated by the Act itself. By seeking adjudication of the dispute, the parties are only availing the statutory right and seeking statutory remedy.

32. In a recent decision in **ORIENTAL INSURANCE CO. LTD.**

V. MOHD. NASIR AND ANOTHER^[12], the Apex Court held as under:

“The second question which arises for consideration is with regard to the payment of interest. There cannot be any doubt whatsoever that interest would be from the date of default and not from the date of award of compensation.”

After extracting Section 4-A, the Apex Court further held as follows:

“The said provision, as it appears from a plain reading, is penal in nature. It, however, does not take into consideration the chargeability of interest on various other grounds including the amount, which the claimant would have earned if the amount of compensation would have been determined as on the date of filing of the claim petition. Workmen Compensation Act does not prohibit grant of interest at a reasonable rate from the date of filing of the claim petition till an order is passed. Only when sub-section (3) of Section 4A would be attracted, a higher rate of interest would be payable wherefor a finding of fact as envisaged therein has to be arrived at. Only because in a given case, penalty may not be held to be leviable, by itself may not be a ground not to award reasonable interest”.

Reference was made to the decision in *Mubasir Ahmed's* case

(10 supra) in the above decision and it was observed “as therein this aspect of the matter has not been considered, we are of opinion that interest will also be payable at the rate of 7½% per annum from the

date of filing of application till the date of award. The rate of interest thereafter shall be payable in terms of the order passed by the Commissioner”.

33. In view of the above decision of the Apex Court upholding payment of interest for the pre-adjudication period as well, the contention of the learned counsel for the insurer that interest is payable only from the date of expiry of one month from the date of order in terms of Section 4-A (3) and not for any earlier period, is untenable. Interest is certainly payable at the statutory minimum rate of 12% per annum in terms of Section 4-A(3) of the Act from the date of expiry of one month period in the event of default in making deposit within the said time. The same has, however, nothing to do with payment of interest for the pre-adjudication period at a reasonable rate, especially when there is no prohibition in the Act against awarding such interest and there being no valid or justifiable reason for depriving the applicant-workman or the kith and kin of the deceased-workman, the benefit of such interest while implementing the provisions of a beneficial legislation brought out as a social welfare measure.

34. Following the above decision of the Apex Court in '*Orietnal Insurance Company Ltd., vs. Mohd. Nasir & another*' (12 *supra*) the applicants are, therefore, held entitled to claim interest at 7½% per annum from the date of filing of the claim application till the date of award and in the event of default in making the payment within the prescribed time limit, interest is payable in terms of Section 4-A(3) of the Act on the compensation amount from the date of expiry of the period of one month from the date of order passed by the Commissioner. The employer and the insurer are both held jointly and severally liable for payment of the principal amount of compensation and the interest thereon as stated above.

35. In the result, the appeal is allowed in part as stated above.
No order as to costs.

Date: 29.01.2010

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[\[1\]](#) (1976) 1 SCC 289

[\[2\]](#) 1997 ACJ 517

[\[3\]](#) 2004 ACJ 452

[\[4\]](#) AIR 1997 SC 3854

[\[5\]](#) 2009 (1) ACJ 115

[\[6\]](#) 2001 ACJ 645

[\[7\]](#) AIR 1999 SC 3502

[\[8\]](#) 2007(6) ALD 36 (SC)

[\[9\]](#) 2006 AIR SCW 2352

[\[10\]](#) 2007 ACJ 845

[\[11\]](#) 2008 ACJ 2711

[\[12\]](#) 2009(6) SCJ 153