

SPEED POST

Ref No: NESH/PESM/RTI/1117/ 87

Date: 18.12.2020

To

→ Sh. Amalendu Sen,
Managing Director,
Indo Nabin Projects Limited,
1/433, Gariahat Road(South),
5th floor, Kolkata

विषय : आपके आरटीआई आवेदनों दिनांक 17.11.2020 जो की सीपीआईओ कार्यालय में दिनांक 26.11.2020 को प्राप्त हुआ उस का उत्तर ।

Sub : Your RTI Applications dated 17.11.2020 received at CPIO office on 26.11.2020.

Sir,

- 1.0 This has reference to your RTI application ref.no: PGCIL/NER/2020-21/M-10 dated 17.11.2020 under RTI Act, 2005 received at CPIO office on 26.11.2020.
- 2.0 As per inputs received from concerned department, the information pertaining to your query regarding Judgment of the Hon'ble High Court of Tripura,Agartala, in MFA(E.C) No.05 OF 2017(Mitan Deb-Vs-Yourself & Ours) is given below:

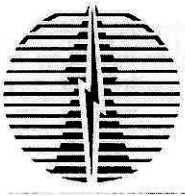
Sl. No.	Query	Information
1	Whether order and judgment of Hon'ble court of Tripura, Agartala confirming the judgment of the employees' Compensation passed in T.S. (E.C) No.01 of 2014 passed on 14.07.2017 is complied with,if so kindly make available the copy of the necessary documents of due compliance.	The direction passed either in judgment of Hon'ble Court of Tripura, Agartala or the judgment of the Commissioner of Employees' Compensation, West Tripura, Agartala passed in T.S.(E.C.) No. 01 of 2014 passed on 14.07.2017 does not applicable to POWERGRID. So, POWERGRID is not obliged to comply directions passed in the said judgements. (Copy of relevant orders passed by Hon'ble H.C. of Tripura and Employee Commissioner are enclosed herewith.)
2	Is there anything remain for due compliance, if so, possible details on the issue.	As per said judgments, nothing is remain due for compliance by POWERGRID.

- 3.0 First Appeal, if any, against the reply of CPIO may be made to the first Appellate Authority within 30 days of the receipt of the reply of CPIO. Details of Appellate Authority of Power Grid Corporation of India Limited, NERTS, under RTI Act,2005 is as below:

Sh. R.K.Tyagi, ED (NERTS)
POWERGRID, Dongtieh, Lower Nongrah,
Lapalang, Shillong - 793006, Meghalaya.
0364-2536371, tyagir@powergridindia.com

- 3.0 पहला अपील, यदि कोई हो, तो सीपीआईओ के जवाब के खिलाफ सीपीआईओ के जवाब की प्राप्ति के 30 दिनों के भीतर पहले अपीलीय प्राधिकरण को किया जा सकता है। आरटीआई अधिनियम, 2005 के तहत पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, एनईआरटीएस के अपीलीय प्राधिकरण का विवरण निम्नानुसार है:

Continue-P/2



पावरग्रिड
POWERGRID

पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

-2-

श्री। आर.के. त्यागी, कार्यपालक निदेशक (एनईआरटीएस)
पावरग्रिड, डोंटीह, लोअर नोंग्राह,
लाप्लांग, शिलांग - 793006, मेघालय।
0364-2536371, tyagir@powergridindia.com

आपको धन्यवाद,

भवदीय,
पी. डेका
18.12.22

वरि. महाप्रबंधक & (के.लो.सू.अधिकारी)
0364-2537316,
nerts_rti@powergrid.co.in

PD. Order in the order

Jr. Officer. (M)
2/7/17
AD 21/7/17

THE COMMISSIONER
EMPLOYEES' COMPENSATION
WEST TRIPURA, AGARTALA.

CASE NO. T.S.(E.C) 01 of 2014.

Sri Mitan Deb.
S.O. Sri Nitai Deb.
Resident of Village Tabaria,
P.O. K.K. Nagar, P.S. Bishalgarh,
District Sepahijala, Tripura.

..... Claimant Petitioner

→ Discussed with
Nodal Law Officer (M)
by requested to
write a letter to
INPL for
Compliance of
the order
with an
intimation
to this file

VERSUS

1. Project In-charge,
INDO POWER PROJECTS LIMITED
Power Grid Office, Agartala.
Hospital Road, Hapania.P.S. Amtali,
District West Tripura.

2. The Chief Manager,
POWER GRID CORPORATION OF INDIA LTD.,
Girish Bhavan, Kunjaban, Agartala,
District West Tripura.

.....Opposite Parties.
(in short O.P.)

PRESENT

Sri R. Pal
Commissioner,
Employees' Compensation
West Tripura, Agartala.

COUNSEL

- For the Claimant Petitioner : Smti. Shima Acharjee.
Learned Advocate.
- For the O.P. No.1 : Mr. P. Roy Barman,
Smti. Paramita Chakraborty,
Smti. Manasi Deb Roy and
Smti. Sebika Dey,
Learned Advocates.
- For the O.P. No.2 : Mr. Partha Bikash Singh,
Learned Advocate.

DATE OF INSTITUTION : 12.02.2014

JUDGMENT DELIVERED ON : 14.07.2017

JUDGMENT

This is an application under Sections 22, 4, 4A read with Section 10 of the Employees Compensation Act filed by the claimant above named seeking compensation for the injuries sustained by him in an accident arising out of and in course of his employment under the O.Ps.

BRIEF PLEADINGS OF THE PARTIES.

2. Case of the claimant in brief is that he was employed by the Opposite Parties for working in the newly set up electric line at Singarbil near Indo & Bangladesh Border area. On 01.11.2012 at about 1.30 p.m. when he was working as a Senior Helper in the newly set up electric ST line at Singarbil near Indo Bangladesh Border area, as per direction of the senior supervising staff of O.Ps., suddenly the electric connection was given in the said newly set up electric line and as a result he sustained grievous injuries on his hip joint, femur, head, face, forehead, eyes etc. Soon after the accident he was shifted to the GBP Hospital, Agartala where he remained admitted as an indoor patient. As his condition was so serious he was referred outside the State by the Medical Board and was treated in several hospitals and nursing homes at Kolkata. But he was not cured and ultimately he became a disabled person. Concerning the said accident a police case was registered in the Airport P.S. vide Airport P.S. G.D. Entry No.51 dated 02.11.2012 on the basis of e-jahar filed by Mr. Arun Kumar Singha, Project In-charge of Indo Power Project Limited, Agartala. It is his further case that as a Senior Helper, he used to earn ₹.4,950/- per month as wages and that he was aged 24 years at that time. Hence, this case of compensation to the tune of ₹.12,00,000/-.

Notice of the accident under Section 10 of the Act was not served upon the employers i.e. the O.Ps. as because the employers had the knowledge about the said accident. More-over, the accident was well circulated.

3. On receiving notice from the Commission, O.P. No.1, contested the claim filing written statement admitted the accident and the injuries of the claimant. They have also pleaded that after the accident they arranged medical treatment of the claimant both at Agartala and Kolkata and that the claimant was provided with wages of ₹.4,950/- for the month of November, 2012 and thereafter, for the month of December, 2012 to November, 2013 @ 25% of the monthly wages as per rules though the claimant did not attend his duties. They

have further pleaded that they have incurred ₹.9,00,000 - for the treatment of the claimant at Kolkata also. So, the claim of the claimant for further compensation is liable to be dismissed.

4. On receiving notice from the Commission, O.P. No.2 also contested the claim filing written statement denying and disputing all claims of the claimant and further pleaded that at the time of accident the claimant was working under Indo Power Projects Ltd. i.e. the O.P. No.1. So, the claim of the claimant is liable to be dismissed against them.

5. In the light of the pleadings, following issues were framed by the predecessor of this Commission to settle the claim :

1. *Did the claimant sustain any injury on 01.11.2012 at about 1.30 p.m. in course of and out of his employment under the Opposite Parties ?*
2. *Is the claimant entitled to be compensated under the provision of the Employees' Compensation Act ? If so, to what extent ?*

6. The claimant Sri Mitan Deb examined himself as PW2 and exhibited some documents namely, referral certificate as Exbt.2 and discharge certificate as Exbt.3. In support of his case, he also examined Dr. Dipti Bikash Roy, as PW2 who has also exhibited the Disability Certificate as Exbt.1.

On behalf of O.P. No.1 Sri Prabir Krishna De examined himself as OPW1 and exhibited some medical documents showing expenditure for treatment of Mitan Deb borne by their Company as Exbt.'B' series.

7. During the course of argument Learned Counsel of the claimant argued that though claimant sustained 40% disability with reassessment after five years but actually he is not able to do any work as before. So, the award may be given considering his disablement as a permanent in nature. On the other hand, Learned Counsel of the Opposite Party No.1 argued that they have incurred ₹.9,00,000/- for treatment of the claimant outside the State and they have also paid wages @ 25% of his monthly wages for the month of December, 2012 to November, 2013. So, the claimant is not entitled to get any further compensation.

REASONS FOR DECISION AND DECISION.

Issue No.1 :-

8. Claimant Sri Mitan Deb has substantiated his pleadings in his oath evidence. In cross he stated that he was given medical treatment in Kolkata

and his employer i.e. O.P. No.1 had incurred the said medical expenditure. He has also stated that he was paid ₹.19,800 - on 30.01.2014 by his employer i.e. O.P. No.1 @ 25% of his monthly wages for the period from November, 2012 to November, 2013. In cross he further stated that he has received ₹.1,00,000 - from the O.P. No.2 as compensation. But in cross his credibility could not be shaken by any standard so as to disbelieve him and nothing could be brought on record that Mitan Deb sustained injuries by some other means. Discharge Certificate of All Asia Medical Institute marked Exbt.3 speaks that the claimant got admitted in the said Hospital just after the accident and continued his treatment w.e.f. 02.11.2012 to 23.11.2012 in total 22 days. Other two discharge certificates filed by the claimant are not taken into consideration being not exhibited. Disability Certificate marked Exbt.1 proves that the claimant sustained disability to the extent of 40% with reassessment after five years. OPD Tickets and Prescriptions though not exhibited prove that the claimant continued his treatment at GBP Hospital, Agartala. Written statement of O.P. No.1 supports the case of the claimant. Deposition of the claimant that the accident took place while he was working under the O.Ps. finds corroboration from the written statement of the O.P. No.1 as well as on oath statement of OPW1 on behalf of O.P. No.1. Therefore, there remains no iota of doubt that Mitan Deb sustained injuries on 01.11.2012 at about 1.30 p.m. due to the accident while he was working in the newly set up electric line at Singarbil near Indo & Bangladesh Border area arising out of and in course of his employment under the O.P. No.1. As there is no contrary evidence on the point, Issue No.1 is decided in the affirmative.

Issue No.2 :

9. In view of the decision of issue no.1, claimant is entitled to be compensated under the provisions of the Act. So, it requires decision as to what should be the quantum of compensation.

During the period of treatment the claimant was remained admitted in the All Asia Medical Institute, Kolkata for 22 days for the treatment of his injuries and during the period of his treatment he had incurred ₹.83,931.60. So, he is entitled to get ₹.83,932/- and accordingly, I allow the same towards the cost of actual medical expenditure incurred by him.

For the purpose of assessing the compensation in respect of disablement, it is necessary to know the income of the claimant at the time of accident. Elaborating the claim, it is deposed that the claimant had monthly

earning of ₹.4,950 - as Senior Helper which was admitted by the O.P. No.1 by filing written statement. So, in the circumstances of the case, I consider it safe to assess ₹.4,950 - as his monthly wages.

From the document under Exhibit-1 i.e. the Disablement Certificate it is evident that the District Disability Board, West Tripura District issued one Disability Certificate in favour of the claimant showing 40% disability for a period of 5 years. Since the Disability Certificate has been issued by a competent Medical Board and since the O.Ps. did not ask any question to the complainant controverting the document under Exhibit-1, I am of the considered opinion that the claimant is entitled to get the benefit from the Disability Certificate. So, the claimant deserves to be compensated suitably for his disablement caused by the accident. The extent of disability suffered by the claimant is 40% for a period of five years. As per Section 4(d) sub Section 2(c) of the Act half of the monthly wages of the claimant is taken into consideration for determination of compensation in respect of his disablement. So, the claimant is found to have lost his earning capacity to the tune of ₹.2,475/- per month having regard to his monthly wages of ₹.4,950/-. The amount of compensation which the claimant is entitled to have due to the loss of income after the accident for five years comes to $₹.2,475/- \times 12 \times 5 = ₹.1,48,500/-$. The total amount of compensation thus comes to ₹.2,32,432/- (₹.83,932/- + ₹.1,48,500/-).

10. O.P. No.1 in their written statement as well as affidavit in chief as OPW1 stated that they have incurred ₹.9,00,000/- for treatment of the claimant and in support of their claim they have submitted some documents which were marked as Exbt.B series. On perusal of Exbt.'B' series I find that the O.P. No.1 incurred expenditure for treatment of the claimant just after the accident. In my opinion, if any amount is incurred by the O.P. No.1 for treatment of the claimant, cannot be said to be the amount of compensation.

11. The claimant in his cross admitted that he received ₹.1,00,000/- as compensation. As the claimant received ₹.1,00,000/- as compensation from his employer i.e. the O.P. No.1 that should be deducted from the total awarded amount of compensation and the amount comes to ₹.1,32,432/- (₹.2,32,432/- - ₹.1,00,000/-) which the claimant is entitled to get.

Now, it is to be determined who shall be liable to pay compensation?

12. From the written statement of O.P. No.1 it is proved that at the time

of accident the claimant was under the employment of O.P. No.1. As such, the O.P. No.1 is liable to pay compensation to the claimant.

13. In the result, Claimant is allowed a sum of ₹.1,32,432/- (Rupees **One Lakh Thirtytwo Thousand Four Hundred Thirtytwo**) only as compensation. The O.P. No.1 i.e. The Project In-charge, Indo Power Projects Limited, Power Grid Office, Agartala, Hospital Road, Hapania, P.S. Amtali, District West Tripura shall be liable to pay the compensation to the claimant. The award shall carry interest @ 12% per annum from 01.12.2012 i.e. one month after the date of accident till realization.

The case thus stands disposed of.

Supply copy of this award free of cost to the parties.

ANNOUNCED.

(R. Pal)
Commissioner,
Employees' Compensation
West Tripura, Agartala.

Typed to my dictation
and corrected by me.

(R. Pal)
Commissioner,
Employees' Compensation
West Tripura, Agartala.

**IN THE HIGH COURT OF TRIPURA
AGARTALA**

MFA(E.C) No.05 of 2017

Sri Mitan Deb

son of Sri Nitai Deb, resident of village-
Tebaria, P.O. K.K. Nagar, P.S.
Bishalgarh, District-Sepahijala, Tripura

..... Appellant

- Versus -

1. **Senior Manager [HR & A]**

Indo Nobin Projects Ltd., [formerly
known as Indo -Power Projects Limited,
2nd Floor, South end conclave, 1582
Rajdanga Main Road, Kolkata-700107,
West Bengal

2. **The Chief Manager,**

Power Grid Corporation of India Ltd.,
Girish Bhawan, Kunjaban, Agartala,
P.S. New Capital Complex, District-
West Tripura

..... Respondents

For the Appellant : Mr. A. Nandi, Adv.

For the respondents : Mr. Samarjit Bhattacharjee, Adv.
Mr. R.K. P. Singh, Adv.

Date of hearing & delivery : **31.08.2018**
of Judgment & Order

Whether fit for reporting :

Yes	No
√	

**BEFORE
THE HON'BLE MR. JUSTICE S. TALAPATRA**

JUDGMENT & ORDER [ORAL]

This is an appeal under Section 20(1) of the Employees

[2] What the appellant has suggested as the substantial question of law is that the amount received from the employer before the employee approached the Commissioner for compensation under Section 4 of the Employees Compensation Act, 1923 cannot be treated as part of the compensation as deduced, and the deduction cannot be held sustainable. The other questions as suggested to be the substantial question of law, according to this court, are not the substantial question of law in view of the procedure for determination of compensation, which is well encompassing. However, if the employer paid some amount for defraying the medical expenses that cannot be treated as the part of the compensation in view of the Section 4(2)-[Explanation] and newly added sub Section 2(A) of the Employees Compensation Act, 1923. For purpose of reference, those provisions are gainfully reproduced hereunder:

Explanation: Any payment or allowance which the employee has received from the employer towards his medical treatment shall not be deemed to be a payment or allowance received by him by way of compensation within the meaning of clause (a) of the proviso

[(2A) The employee shall be reimbursed the actual medical expenditure incurred by him for treatment of injuries caused during the course of employment.]

[3] There is no dispute that the appellant suffered 40% [temporary] disability from the accident that occurred in the

suddenly the electric line became live and he was electrocuted. From the fall that occurred from the impact of electrocution, he suffered multiple injuries on his person. Initially, he was treated in GBP hospital at Agartala and thereafter, he was sent to Kolkata for better management of his injuries. There is no dispute that the appellant [the employee] used to earn Rs.4,950/- per month and he was aged about 24 years at the time of the accident. The claim for compensation was estimated at Rs.12,00,000/- but after recording the evidence, the Commissioner, Workmen Compensation determined the total compensation at Rs.2,32,432/- inclusive of the medical expenses which was estimated at Rs.83,932/-. Since the appellant received a sum of Rs.1,00,000/- as the compensation before he approached the Commissioner, the said amount has been directed to be deducted from the total compensation. The employer, Indo-Power Projects Limited, has been mandated to pay the remainder of compensation to the extent of Rs.1,32,432/- with interest at 12% p.a. from 01.12.2012 i.e. the one month after accident till realization.

[4] Mr. Nandi, learned counsel appearing for the appellant has strenuously argued that the appellant is entitled to

counsel has fairly submitted that the appellant did not produce any vouchers, cash memos and money receipt etc. in support of his claim of the medical expenses. On the contrary, the employer has produced the cash memos, prescriptions, money receipts and bill for fooding etc. [Exbt.B series] from their custody as they had paid those expenses.

[5] Mr. S. Bhattacharjee, learned counsel appearing for the respondents has submitted that the loco motor disability that the appellant suffered is of temporary nature and hence, it was recommended by the District Disability Medical Board in their certificate dated 08.07.2015 [Exbt.1], for reassessment after five years as the condition was progressing. Thus, the assessment as made by the Commissioner is completely in tune with law taking all due factors liberally. That apart, Mr. Bhattacharjee, learned counsel has submitted that the entire expense of the treatment has been borne by the employer as would be evident from the evidence [Exbt.B series].

[6] Having appreciated the submissions made by the learned counsel appearing for the parties, this court at the beginning is persuaded to refer the statement made by the

I was given medical treatment in Kolkata and my employer incurred the said medical expenditure. I was paid Rs.19,800/- on 30.012014 by my employer as 25% of my montly wages for the period w.e.f. November, 2012 to November, 2013. It is not a fact that my claim is excessive.

Cross by OP No.2

I have received Rs.1,00,000/- from OP No.2 as compensation. I use my scratch in my left hand. My immediate employer is Indo Power Project Ltd.

The said statement got further ratified by the statement of DW-1 [Prabir Krishna Dey]. DW-1 has testified in the inquiry that the appellant was provided with adequate medical treatment by Indo-Power Project Company Ltd. During that time, he was also provided 25% of his wages as per law as the appellant suffered temporary disablement. He has also stated as follows:

But the applicant did not submit any report to the Indo Power Project Co. Ltd. despite letter dated, 18.07.2013 of the Indo Power Project Co. Ltd. In the letter dtd. 19.12.2-13 reference was also given to the meeting that, was held in the office of the Chief Manager, Power Grid Corporation Ltd, on 27.11.2013 and in that meeting the father of the applicant was present. The father of the Applicant admitted fault so far forwarding the medical report was concerned. After the accident the applicant received Rs.9 lakhs in total from our office i.e. Indo Power Project Co. Ltd.

All the relevant documents [Exbt.B series] as regards the payment as claimed to have been made are admitted in the evidence. The said claim was not seriously disputed in the cross-examination as carried out by the appellant save and except

as the appellant did not question the mode of assessment of the compensation as carried out under Section 4(d) of the Employees Compensation Act, 1923. That apart, he has clearly admitted in the cross-examination that he received that amount as compensation.

[8] In the result, the appeal being devoid of merit stands dismissed.

Send down the LCRs forthwith.

JUDGE

Sujay



सत्यमेव जयते