

(2018) 04 GAU CK 0074
In the Gauhati High Court
Case No : RFA 65 of 2010, CO 5 of 2011

ASSAM GAS CO. LTD.

APPELLANT

Vs

UMA KANTA KALITA

RESPONDENT

Date of Decision : 18-04-2018

Acts Referred:

Code of Civil Procedure, 1908 — Section 96
Indian Evidence Act, 1872 — Section 106, 114, 122, 131
Limitation Act, 1963 — Article 72, 113

Citation : (2018) 04 GAU CK 0074

Hon'ble Judges : KALYAN RAI SURANA

Bench : Single Bench

Final Decision : Partly Allowed

Judgement

1) Heard Mr. K.H. Choudhury, the learned Senior Counsel, assisted by Mr. Sk. Muktar, the learned counsel for the appellants- defendants. Also

heard Mr. K. Agarwala, the learned Senior Counsel, assisted by Ms. B. Choudhury, the learned counsel for the respondent- plaintiff- cross objector.

2) This appeal under Section 96 of the Civil Procedure Code (CPC for short) is directed against the judgment and decree dated 09.06.2010, passed by

the learned Civil Judge, Dibrugarh in T.S. No. 44/1994. By the said judgment, the suit was decreed for a sum of Rs.10.00 lakh against the appellants

and in favour of the respondent for compensation against damages suffered by the respondent owing to burnt injury suffered by him on account of

fire. The respondent herein, who was the plaintiff in the suit had filed a cross-objection. Both the matters have been heard together. Pledged case of

the parties:

3)As per the plaint, the brief case of the respondent is that at the relevant time

he was working as the Deputy Manager in the Materials Department of the appellant No.1 i.e. Assam Gas Co. Ltd. The office of the respondent was housed near an underground compressed natural gas pipeline. On 18.04.1989, a massive fire broke out in the pipeline, which engulfed the area which housed the office of the respondent. As a result of the said fire, while there were fatal casualties, the respondent herein had suffered serious burn injuries. It was projected that permanent disability was caused to him, necessitating prolonged treatment and care. Thus, the suit was filed for claiming compensation. In the plaint, the compensation was quantified as follows:-

- A. impairing of lung function to the extent of 50%: Rs.3,50,000/-
- B. impairing of limbs function to the extent of 75%: Rs.1,50,000/-
- C. Impairing of eyes to the extent of 30%:Â Rs.1,00,000/-
- D. Impairing of loss of hearing to the extent of 50%: Rs.1,00,000/-
- E. Mental agony/ mental distress:Â Rs.1,00,000/-
- F. Shortening of life:Â Rs.3,00,000/-
- G. Additional expenditure for attendant (notÂ borne by the defendant Company:Â Rs. 20,000/-
- H. Loss of conjugal inhabitants:Â Rs.1,00,000/-
- I.Â Loss of enjoyment of social life:Â Â Rs.1,00,000/-
- J. Sub-Total:Â Rs.13,20,000/-
- K. Cost:Â Rs. 21,225/-Â Â
- L. Total: Rs.13,41,225/-

(Rupees Thirteen lakh forty one thousand two hundred twenty five only).

4) The appellants had contested the suit and denied their liability. The claim was stated to be barred by limitation. It was projected that the respondent was guilty of contributory negligence and it was stated that the appellants had provided the respondent the necessary financial support/ reimbursement for his continued treatment, both within the State as well as outside the State, as and when required. It was stated that not only the respondent was allowed to continue in his service, but he was also given all his service benefits including promotion and was also given ex-gratia compensation and, as such, the appellants had prayed for dismissal of the suit. Issues framed for trial:

5) On the basis of pleadings, the learned trial court had framed the following issues for trial:

1. Is the suit maintainable in its present form?
2. Is the suit barred by limitation?
3. Did the fire break out on 18.4.89 due to the lapse and negligence on the part of the defendants?
4. Did the plaintiff sustain the injuries to the extent of his allegation made?
5. Is there any cause of action for the suit?
6. To what relief(s) are the parties entitled?

6) The respondent- plaintiff had examined 6 witnesses, viz., himself (PW-1), Joy Kumar Choubey (PW-2), Bhuvan Ch. Kalita (PW-3), Dr. Debajit

Das (PW-4), Md. Asgar Ali Khan (PW-5), Sisir Ranjan Das (PW-6), and exhibited 68 documents as Ext.1 to Ext.68. The appellants had examined 2

witness, viz., Liladhar Bora (DW-1) and Dhairjya Narayan Bora (DW-2), and exhibited 18 documents as Ext.A to Ext.R.

7) In respect of issue No.1, on the basis of the evidence on record, the learned trial court had held that the suit was maintainable. In respect of issue

No.2, by relying on the letter dated 14.08.1991 (Ext.4), it was held that the said letter was a clear acknowledgement and as the suit was filed on

11.08.1994, it was held that the suit was within the period of limitation. In respect of issue No.3, upon evaluating the evidence on record, it was held

that the appellants had failed to prove that the underground pipelines were inspected and maintained as per American Petroleum Institute (API)

Guidelines and that fire broke out due to the lapse and negligence on part of the appellants. In respect of issue No.4, by referring to the Report of the

Medical Board (Ext.1) and other evidence on record, it was held that as the effect of the fire, the lung function of the respondent got restricted to the

extent of 73% for which he could not run, sit on floor, walk at fast pace, and could not walk bare-foot, he had lost 30% of eye vision, he suffered

hearing impairment of 50% and he could not chew properly and, as such, it was held that the respondent could prove his injury and that the appellants

could not prove that the claim was excessive or unreasonable. In respect of issue No.5, it was held that there was cause of action for the suit and in

respect of issue No.6, it was held that the respondent was entitled to a decree against both the appellants for recovery of a sum of Rs.10.00 lakh as

compensation against damages.

Submissions by the learned Senior Counsel for the appellants:

8) The learned Senior Counsel for the appellants has meticulously referred to the pleadings of the parties and also read out the voluminous evidence on

record. It was submitted that the suit was barred by limitation. It was also submitted that the respondent was hale and hearty and he had

superannuated on attaining his usual retirement age and now having attained the age of 72 years, as the respondent was diligently pursuing this appeal

by coming all the way from Dibrugarh, shows that though the accident was unfortunate, but the normal life or life- expectancy of the respondent had

not been affected. It was submitted that as an ideal employer, not only the appellants had supported the entire cost of treatment of the respondent, but

they had also borne all the expenses for home- care through nurses, and had also borne the travel, food and lodging expenses for the family members/

attendants accompanying the respondent for his treatment outside the State. It was submitted that the respondent was taken full care by giving him

table job after he resumed his duties and that the respondent was also given his choice posting back in the Materials Department on demand. It was

submitted that the appellants had allowed all service benefits to the respondent and that he was also give his due promotion.

9) It was submitted that the evidence on record pointed out that the respondent had not been able to prove his case, but the suit was still decreed

without there being any admissible evidence for proving that the respondent had suffered any incurable medical complicity, justifying grant of any

compensation. It was submitted that the evidence of the doctors had proved that the respondent could be cured by better treatment, which was

apparently not availed because there was no medical complication at all. It was submitted that the learned trial court had decreed the suit at the mere

asking of the respondent and the issues were decided without the respondent being able to prove the various heads of injuries upon which

compensation was decreed. It was submitted that the learned trial court had awarded lump-sum compensation without giving any specific finding how

the assessment of quantum was made under various heads.

10) It was also submitted that the accident had taken place on 18.04.1989, but the respondent did not produce any medical document of the year 1989,

but the medical reports of the year 1991 and thereafter were marked in evidence, which according to the learned Senior Counsel for the appellants were procured at the behest of the respondent. It was also submitted that the medical report (Ext.1) given by the Medical Board did not support the claim made by the respondent and, as such, there was no evidence before the learned trial court for decreeing the suit.

11) It was further submitted that the trial court had wrongly shifted the onus on the appellants to prove that the underground pipelines were inspected and maintained as per American Petroleum Institute (API) Guidelines and therefore, the learned trial court had wrongly and without any evidence on record inferred that fire broke out due to the lapse and negligence on part of the appellants.

12) By referring to the evidence and cross examination of PW-2, it was submitted that the said witness could recognize only two signatures contained

in Ext.47(1), 47(2) and 47(4), produced on receipt of notice to produce [Ext.54(1)], but as he did not know any other signatures, he could not prove

those signatures. Reliance was placed on the statement made by PW-2 that the medical report [Ext.47(3)] did not contain opinion of Ophthalmology,

Orthopedic, ENT or Thoracic Departments and, as such, according to the learned Senior Counsel for the appellants, the respondent could not prove

his case through the exhibited medical documents. It was submitted that the respondent had procured medical certificates from the said

Ophthalmology, Orthopedic, ENT or Thoracic Departments, which were tailor made for him and, as such, those reports and certificates were not

reliable. By referring to the evidence of ophthalmologist (PW-3), it was submitted that the said expert had admitted in his examination- in- chief that

the left eye vision of the respondent was 30% less than normal and that the colour vision defects suffering by the respondent was congenital. In his

cross examination, the PW-3 had admitted that the defects which he had detected in the right eye of the respondent can also be detected in a normal

person and he had also admitted that the congenital condition of colour vision defect found in both eyes were birth defects and had nothing to do with

the happening. By referring to the cross examination of the ENT doctor (PW-4), it was submitted that he had made a statement that whenever a burn

victim was brought to hospital, the doctor attending him is to assess the percentage of burn injury, but no such document was produced. The said PW-

4 had also stated that the record which was shown to him did not reveal the nature of injury suffered by the patient. He had further deposed that

sensori neural hearing loss was a symptom of several disease and if some disease can be cured, the hearing loss to that extent may be cured. By

referring to the cross examination of the Cardio- Thoracic surgeon (PW-6), it was submitted that the report (Ext.58) was not prepared by him, but

was prepared by the anesthetist and that he could not say whether the respondent properly gave blow while the anesthetist was examining him.

Reliance is placed on the admission made by the PW-6 in his cross-examination to the effect that the damage which was mentioned in Ext.10 was

curable if proper treatment was given and that he had come across various such type of patients, who were cured and behaved normally. By referring

to the cross examination of the Orthopedic doctor (PW-7), it was submitted that he had admitted that "such type of disability can be removed

upto a maxim 5% if proper treatment and exercises are done."

13) By referring to the examination- in- chief of DW-1, it was submitted that the said witness had deposed to the effect that the cost of the treatment

of the respondent at Dibrugarh and Vellore, amounting to Rs.4,42,314.30 and Rs.10,000/- to Rs.12,000/- paid afterwards were borne by the appellants

and that the expenditure for travelling of the wife and attendant of the respondent was also borne by the appellants. The said witness had also deposed

that in addition to such expenses, an ex-gratia payment of Rs.74,400/- was made to the respondent. It was further stated that the respondent was

given special leave with salary with full benefit for a period of 745 days w.e.f. 18.04.1989 to 22.05.1991 and that after resuming his duties on

23.05.1991, he started performing his duties like a normal person. He had further stated that the respondent was transferred as Deputy Manager

(Environment), which is lighter duty, but the respondent protested that he was competent to undertake the job of Deputy Manager (Materials). The

said witness had stated that the respondent was doing normal duties and came to office by driving his own car as a normal person and had also drawn

conveyance allowance. Hence, the respondent was not entitled to the claim made in the plaint. By referring to the evidence of DW-2, it is submitted

that the respondent was the head of Materials Department, and that the respondent's department had been using the site where fire erupted to

store dump and, as such, it is submitted that the respondent had contributed towards the fire, which had started from the said dump and had gutted the entire building. It is also stated that the respondent has been able to diligently litigate from 11.08.1994 till date by reaching the prime age of about 75 years now, which was also an indication that the respondent had not suffered any shortening of life, as alleged.

14) It is submitted that the respondent was not entitled to any relief in the suit and that the present appeal deserved to be allowed by dismissing the suit as well as the counter-claim.

Submissions by the learned Senior Counsel for the respondent:

15) Per contra, the learned Senior Counsel for the respondent has made his submissions in support of the judgment and decree. It is submitted that the period of limitation would be reckoned from 17.03.1992, being the date when the appellants had, for the first time, refused to pay any compensation to the respondent. It is submitted that the period of limitation would be guided by the provisions of Article 113 of the Schedule of the Limitation Act, 1963 and, as such, the suit having been instituted on 11.08.1994 was well within the period of limitation, because the right to sue would accrue from the date of refusal. In support of the said submissions, the learned Senior Counsel for the respondent has placed reliance on the following cases:-

- A. State of Punjab; (1991) 4 SCC 1;
- B. State of A.P., (2000) 5 SCC 712;
- C. Kanailal Das, AIR 1977 Cal 189;
- D. K.M. Smaiah, AIR 2000 Kant 374.

16) On the issue of contributory negligence, it was submitted that the respondent was not responsible for the fire. In this connection, it was submitted that there was no evidence by the appellants to show that markers were installed to caution the public about the place where the underground high pressure gas pipelines were laid. It was also submitted that the concerned authorities of the appellants had never issued any warning or an advisory to the respondent not to store materials on or near the site where the accident took place. It was submitted that the respondent was allowing storage of stores at the site where materials were all along being stored and, as such, the respondent was not responsible for any consequences if the fire started

from the said storage site. Moreover, it was submitted that the fire did not arise because of storage of materials at the site, but fire broke out at the compressor station for which the highly compressed gas pipe had burst at the site of the accident and the natural gas being highly volatile, had caught fire.

17) It was also submitted that there were two known inquiries, of which one was a Magisterial inquiry and the other, being the internal inquiry.

However, the inquiry report for determining the cause of fire was never produced in the suit and, as such, it must be presumed that there was no

contributory negligence on part of the respondent and, as such, presumption must be drawn under Section 114 Illustration (g) to the effect that the said

inquiry report, if produced would have gone against the appellants.

18) On injury, the learned Senior Counsel for the respondent has submitted that this is a case where the principles of *res ipsa loquitor* would be

squarely applicable and, as such, the burden would lie on the appellants to produce evidence to exculpate itself. It is submitted that the fire accident

took place on 18.04.1989 and that the respondent had suffered severe burn injury and was under constant treatment and he could resume duties only

on 22.05.1991 after 745 days. The long period of treatment undergone at Dibrugarh, Sivasagar and CMC Vellore is itself a proof of the severity of the

suffering by the respondent because of the fire. Hence, it was submitted that the quantum of compensation as decreed may not be interfered with.

19) It was submitted that the respondent was diagnosed to be 73% disabled as per the disability certificate (Ext.52) and, as such, there was no dispute

that the said disability has affected the longevity of the respondent. Hence, the claim of the respondent was genuine and he was entitled to

compensation because of his pain, suffering, mental stress, loss of society and social activity, deprivation, etc.

20) The learned Senior Counsel for the respondent by referring to his counter-claim had prayed for enhancement of the compensation.

Points of determination:

21) The points of determination which arise for consideration in this appeal are as follows:-

1. Whether the issues have been properly decided by the learned court below?
2. Whether the judgment passed by the learned trial court is liable to be

interfered with?

Point of Determination No.1:

22) In respect of issue No.5, as adjudicated by the learned trial court, it is seen that the case of the respondent in the plaint was that a massive fire broke out on 18.04.1989 at around 9.30 am near the office premises of the appellants, which had engulfed the office. It is not in dispute that the respondent had suffered burn injuries in the said fire. Thus, the learned trial court has correctly held in respect of issue No.5 that there is cause of action for the suit.

23) Issue No.2 relates to the question of limitation. The learned trial court had held that the suit was not barred by limitation.

(a) In this regard, the learned trial court had held that the letter dated 14.08.1991 (Ext.4) constituted clear acknowledgement of liability and that the suit was filed within the period of limitation.

(b) In this regard, the learned Senior Counsel for the appellants had contended that even under Article 113 of the Schedule of the Limitation Act, 1963

the suit must be filed within 3 (three) years from 18.04.1989, the date when the right to sue had accrued and not from the date of letter dated

14.08.1991 (Ext.4), because the said letter cannot extend the period of limitation. Per contra, the learned Senior Counsel for the respondent had

submitted that the right to sue under Article 113 would accrue from the date of the said letter dated 14.08.1991 (Ext.3), when the appellants had

refused to pay compensation for the first time.

(c) Apparently, there is no Article in the Schedule appended to the Limitation Act, 1963, prescribing any period of limitation for seeking compensation

for injury suffered by fire or for any other causes in course of employment, as such, in the opinion of this Court, under such circumstances, the period

of limitation shall be governed by the provisions of residuary Article 113 of the Schedule of the Limitation Act. In this regard, the learned Senior

Counsel for the appellants had placed reliance on Article 72 of the Schedule of the Limitation Act, 1963. This Court does not subscribe to the same

because, the said Article concerns any act or omission on part of a public officer and in this case, no evidence has been led by the appellants to show

that their officials were â??public officersâ??. The present suit was not a suit for doing or omitting to do an act allegedly under any statute, and only if

the suit was filed for such purposes, the provisions of Article 72 of the Schedule to the Limitation Act, 1963 would apply. In this regard, this Court

finds support in the case of State of A.P. Vs. Challa Ramakrishna Reddy & Ors., (2000) 5 SCC 712 (para-9).

(d) This leads to another question as to when did the right to sue accrue. It is seen that the appellants had allowed the respondent to avail any sort of

treatment to which he was referred to. Accordingly, the respondent had availed intermittent but continuous treatment on various dates at Duliajan,

Dibrugarh, Vellore and he had also availed domiciliary treatment and that after about 745 days of suffering burn injury because of the said fire, that

the respondent was found to be fit for resuming light duty by his doctors. Hence, the appellants had permitted the respondent to resume his duty after

745 days on 23.05.1991. It is seen that the various dates on which the respondent No.1 had availed treatment as well as the date of resuming his duty

was not at all a disputed point. By a letter dated 24.07.1991 (Ext.1), the respondent had moved the appellants for seeking some information so as to

substantiate his claim. By letter dated 24.07.1991 (Ext.2), the respondent had sought for information, amongst others, whether the appellants would

assess the compensation, or such assessment would be done by the Standing Medical Board of Assam Medical College, Dibrugarh. By the same

letter, the respondent had further asked the appellants to give a time limit because 27 months had already passed from the date of the accident. By yet

another letter dated 24.07.1991 (Ext.3), the respondent had sought for his service benefits as he had to be on prolonged medical leave for 25 months.

Ultimately, the plaint was filed on 11.08.1994.

(e) By reply letter dated 14.08.1991 (Ext.4), the appellants had referred to matter relating to assessment of disability and/or quantification of

compensation payable for the disability to the Standing Medical Board of the District, inter-alia, on the ground that the Management of the appellants

would not be able to quantify the amount of compensation. By another letter dated 19.12.1991 (Ext.5), the appellants had informed the respondent that

to give compensation, clearance from the Medical Board was a must and once the same is ascertained, the Board would decide on the amount of

compensation.

(f) In the meanwhile, vide letter dated 04.05.1990 (Ext.6), the appellants had

moved the Group General Manager of OIL, Duliajan to arrange for a Medical Board to enable the appellants to take action as per recommendation by the Medical Board.

(g) On receipt of information, by letter dated 25.03.1991 (Ext.7), the appellants had informed the respondent to attend the next Medical Board to be

held in AMC, Dibrugarh on 03.04.1991. As the respondent was under treatment at Vellore, by letter dated 23.05.1991 (Ext.9), the appellant No.1 was

requested to send the four persons from their office including the respondent to attend the Medical Board of AMC, Dibrugarh on 05.06.1991. The

Medical Board and various Doctors examined the respondent on various dates thereafter.

(h) By letter dated 24.04.1992 (Ext.36), the respondent had made an appeal before the appellants for compensation of Rs.8,46,012.88. However, by

letter dated 08.07.1992 (Ext.G), the appellants had paid only a sum of Rs.74,400/- as ex-gratia to the respondent and it also contained a communication

that no further claim would be entertained. In response, by letter dated 25.07.1992 (Ext.33), the respondent had received the said sum of Rs.74,400/-

as part payment under protest and without prejudice to his claim.

(i) Thus, from the date of 08.07.1992 (Ext.G), the suit filed on 11.08.1994 appears to be well within the period of limitation because for the first time

by letter dated 08.07.1992 (Ext.G), the appellants had refused to entertain any further claim of the respondent.

(j) Hence, in the considered opinion of this Court, in this case in hand, the right to sue had accrued only when the appellants had paid an ex-gratia

amount of Rs.74,400/- vide letter dated 08.07.1992 (Ext.G), by which they also communicated the rejection of any further claim.

(k) Therefore, for the different reasons discussed herein before, this Court is of the considered opinion that the right to sue accrued on 08.07.1992 to

the respondent, when the appellants had refused his claim for compensation in excess of Rs.74,400/-. This Court finds that the suit was brought within

the period of limitation prescribed under Article 113 of the Schedule of the Limitation Act, 1963.

(l) Thus, the decision of the learned trial court on the said issue No.2 stands modified by holding that the period of limitation in the present case would

be governed by residuary Article 113 of the Schedule of the Limitation Act, 1963

and that the right to sue accrued on 08.07.1992, when for the first time the appellants had refused to pay any compensation to the respondent in excess of Rs.74,400/- paid as ex gratia.

24) Issue No.3 relates to the question whether the fire broke out due to the lapse or negligence on part of the respondent. In this regard, admittedly, the respondent was in the office when

fire had occurred. There is no evidence to show that by any act, commission or omission or by virtue of any overt or covert act, the respondent had

started the fire. The PW-1 and DW-1 were unison in their oral evidence that a magisterial inquiry as well as an internal inquiry was conducted to

ascertain the causes of the fire. Therefore, if the appellants had any doubt that the respondent was responsible for the said fire, at least one of the two

inquiry would have definitely implicated the respondent. However, the accident of fire speaks for itself because there is no dispute that 2 (two) of the

appellants' personnel had died in the said fire and moreover, 6 (six) personnel of the appellants had suffered burn injuries.

25) In sub-para-3 of paragraph 5 of the written statement, the appellants had stated as follows "On 18.04.1989, at about 9.40 am. accidental

fire broke out in the compressor station site of the Company due to sudden bursting of the high pressure gas pipeline inside the protection area, near

the main store building of the defendants and developed due widely due to highly combustible natural gas under high pressure, which was beyond the

control of the defendants nor reasonably foreseeable." Thus, the submissions of the learned Senior Counsel for the appellants of finding fault with the

respondent for allowing storage of dumped stores and spares, including old batteries, etc. near the Materials/ Stores building is not found sustainable in

view of the aforesaid admission by the appellants in the written statement to the effect that that fire had broken out at the compressor station. Thus,

this is a case where the doctrine of the Latin legal maxim of *res ipsa loquitur* is found to squarely apply because in this present case in hand, the

respondent could have only proved the accident, but he did not have the competence, knowledge or power to prove how the accident had occurred. In

the present case in hand, the appellants were dealing in hazardous material like compressed natural gas, which inherently has a potential of getting

igniting for host of reasons, which need not be gone into at this stage. Therefore,

assuming that the storage of used stores/ materials over the gas pipeline was wrong, it was the duty of the appellants to issue guidelines or advisory to the respondent and all others concerned not to store any materials on ground over the compressed gas pipeline. As such, in the absence of any instructions regarding the potential hazard, the maxim of *res ipsa loquitur* would apply and without the appellants proving the issuance of a fair warning, the respondent, this Court is unable to accept the submissions made by the learned Senior Counsel for the appellants that the respondent, who was a victim of fire accident, had either caused the said accident or was guilty of contributory negligence for the said fire.

26) In the considered opinion of this Court, once the appellants had taken up the plea of contributory negligence, the appellants are deemed to have admitted their negligence. Therefore, if the plea of contributory negligence is sustained, the only issue to be decided by the court is merely how to apportion the ratio of negligence so as to apportion the compensation between both the tort-feasors, i.e. between the appellants as well as the respondent. In this regard, the evidence of the DW-1 and DW-2 is revisited. In his cross- examination, the DW-1 had stated that on the date of the incident, he was not at the site of the accident and that his statement of gas pipe bursting near material department was based on a report, which he had admitted was not filed. He had further stated that he was not a part of the report making body and he also admitted that they did not have the report and later on, DW-1 had admitted in his further cross- examination that he had no personal knowledge about the joint pipe bursting. He had further deposed to the effect that it was not a fact that the pipe line went below the house where the torn clothes, battery cells and tyres were kept or also under the materials department. He had also stated that the appellants had not filed any record to show the place where thrash were dumped under the direct supervision of the respondent. He had also stated that the appellants had a sanitation department which is looking after cleanliness and sanitation of the appellant No.1 Company and that it was the duty of the sanitary department to clean the place where articles were dumped provided that there was an allegation from the materials department. The DW-1 had also admitted in his cross examination that the appellants, by their claim letter dated 25.09.1989 (Ext.65), had informed the Oriental Insurance Co. Ltd.

that there was profuse leaking of high pressure natural gas which caught fire immediately with flames leaping upto 30 metres high ... Thus, in the opinion of this Court, the vehemently submission of the learned Senior Counsel for the appellants regarding allegations of contributory negligence on the part of the respondent, cannot be sustained on the basis of pleadings in the written statement and statement of the DW-1 in his cross examination, as indicated herein above.

27) Moreover, on appreciating the evidence on record, this court does not find any evidence on part of the appellants to show that by virtue of the position of the respondent as the Manager of Materials Department, the respondent had become liable for all mishaps at the site including accidental fire. In this regard, it is reiterated at the cost of repetition that as per the statements made in the written statement, the fire was stated to have started from compressor station due to bursting of high pressure gas pipe near materials department. Therefore, in the absence of any evidence on part of the appellants to show that storage of materials at the site of accident was in contravention of any standing order, or instructions, or any advisory to the respondent, this Court cannot subscribe to the submissions made by the learned Senior Counsel for the appellants that the respondent was guilty of any contributory negligence.

28) It is seen that the DW-2 had admitted in his cross examination that he was no longer in service of the appellants and that the appellants had not authorized him to file affidavit. He had also categorically admitted in his cross examination that excluding the Medical and Administrative Block, Account Office, all other deptt. were included in the prohibited area. He had further stated that "In our company there is Maintenance & Sanitation Department to look after the compound of each Deptt. of throwing of rubbished materials if lying thereon. If any refused material and damaged tyre and battery cells etc. are found near the pipe line, it should be removed by sanitation and maintenance department. High pressure pipe lines are dangerous and special care is required for their maintenance and no building of any type where people work or stay should be allowed to exist or stand near High Pressure Pipe Line as it may cause danger. High pressure pipeline is itself a dangerous thing and so precaution should be taken to avoid these by not allowing for standing any building near it. The

affected pipeline is old pipeline. So we do not have any details about this pipeline.â? The said DW-2 had further stated in his cross examination that â??My duty during my tenure of service was pertaining to laying down new pipeline only.â? He had also stated that â??The statement that the pipe line were regularly inspected were also not made after verifying the record or with reference to any record.â? He had also denied that he had done any survey to examine the underground pipe line and he denied any personal knowledge of any maintenance, tests, or about yield strength under which the affected pipeline was operated. Thus, the overall picture that is portrayed by the DW-2 is that he was not authorized to depose on behalf of the appellants and moreover, he was not involved in the work or maintenance of the affected underground pipeline. He had admitted that there was no record of the old pipeline, which was involved in the fire accident.

29) The case projected by the respondent was that the pipelines were not maintained, but the appellants did not lead any documentary evidence to show that the appellants had abided by and/or observed the existing guidelines. Moreover, if the bursting of high pressure pipeline was due to the fault of Materials/ Stores Department, headed by the respondent, then the onus to prove the said plea would also fall squarely on the appellants. The appellants had admitted that regarding the said fire accident, there was a magisterial inquiry as well as an internal inquiry. Thus, it must be deemed that the reason why and how the accident had occurred was within the knowledge of the appellants. Thus, in the opinion of this Court, the onus to prove facts specifically within the knowledge of the appellants is a situation which is covered by the provisions of Section 106 of the Evidence Act, 1872 and the said burden cannot be shifted on the shoulders of the respondent.

30) Thus, in view of the discussions above, the deposition of the DW-1 and DW-2 in their respective cross examination do not support the defence projected by the appellants that the pipelines were duly maintained. Rather, in course of the cross- examination of DW-2, the respondent had succeeded to show that the high pressure compressed natural gas pipe-line in itself was a dangerous thing and therefore, by allowing the materials department to be housed and function near the said pipeline was in itself a negligent act on the part of the appellants. Thus, there is no escape from

the effect of the principles and/or doctrine of Latin maxim of *res ipsa loquitur*. Hence, in light of the evidence of the DW-1 and DW-2, under the said

principles of *res ipsa loquitur*, in the considered opinion of this Court, the onus had shifted on the appellants to prove that allowing the respondent to

work near the dangerous natural gas pipeline was not an act of negligence.

31) The learned Senior Counsel for the respondent, by referring to various exhibits like Ext.22, Ext.42, Ext.43, Ext.44, Ext.48, Ext.49, has

demonstrated that steps were taken for production of report of magisterial inquiry and report of the internal inquiry, but the same was not produced by

the appellants. It is seen from the records that no attempt was made by the appellants to establish before the learned trial court that the said two

inquiry reports were "privileged communication" as envisaged under Section 122 to Section 131 of the Evidence Act, 1872. Thus, if a document

which is called for and not produced, then the trial court has the liberty to draw adverse presumption under Section 114, Illustration (g) of the Evidence

Act, 1872 to the effect that the document called for, if produced, would have gone adverse to the interest of the appellants herein.

32) It would not be out of place to refer to the time tested Rule, which has emanated from the case of *Rylands Vs. Fletcher*, (1861-73 All ER 1),

wherein way back in the year 1866 it was provided that "A person who for his own purposes brings on to his land and collects and keeps there

anything likely to do some mischief if it escapes must keep it at his peril and, if he fails to do so, is *prima facie* liable for the damage which is the

natural consequence of its escape." The said rule has been approved by the Hon'ble Supreme Court of India in the case of *M.C. Mehta & Anr.*

Vs. Union of India & Ors., (1987) 1 SCC 395. In the said case, it has been held that "The liability under this rule is strict and it is no defence that

the thing escaped without the person's willful act, default or neglect or even that he had no knowledge of its existence. This rule laid down the

principle of liability that if a person who brings on to his land and collects and keeps there anything likely to do harm and such thing escapes and does

damage to another, he is liable to compensate for the damage caused."

33) Thus, by reading the said principle as laid down in the case of *Rylands Vs. Fletcher* (supra), as well as the case of *M.C. Mehta* (supra), and the

Latin maxim of *res ipsa loquitur*, the conclusion of this Court is that the fire

originated from highly compressed natural gas pipeline installed by the appellants and if they had followed all the prescribed norms for laying such pipeline and for its maintenance, there was no reason for the appellants to withhold magisterial as well as the internal inquiry report from the learned trial court. Moreover, it is an admitted fact that the respondent had suffered severe burn injury because of his exposure to fire on 18.09.1989 when the said pipeline had burst near the work-place of the respondent, situated in the prohibited area from where compressed natural gas pipeline was laid. Hence, the respondent is found to be entitled to damages and/or compensation.

34) Hence, this Court finds no material to take a view contrary to the findings recorded by the learned trial court in respect of issue No.3.

35) Issue No.4 relates to the question whether the respondent had sustained injuries to the extent of allegation made by him. In order to prove his injuries and disability, the respondent had, inter-alia, exhibited the medical reports, out of which the relevant exhibits are as follows - Ext.10, Ext.13, Ext.14, Ext.15, Ext.18, Ext.25 to Ext.28, Ext.47(1), Ext.47(2), Ext.47(3), Ext.47(4), Ext.52, Ext.58.

36) As per the contents of Ext.47(1), the nature of injuries are â?" (1) mild contracture left elbow, (2) mild exterior contracture left hand, (3)

depressed scar both trochee metric region, (4) multiple scar back, abdomen and left cheek. The medical certificate [Ext.47(2)] does not appear to help

the respondent in respect of findings recorded by the Ophthalmology Department i.e. because from the evidence of the doctor (PW-3), it emerges that

the eye defects like colour vision defect in both eyes were congenital and in his cross examination, the said witness had stated that the defects

detected in the right eye of the respondent can also be detected in a normal person. Hence, in the considered opinion of this Court, the respondent has

not been able to prove that he had suffered any eye ailment because of the fire accident. However, the said Ext.47(2) also contains an endorsement

by the ENT Department that there were scars on left side of face and forehead. The contents of the medical report by the Medical Board [Ext.47(3)]

shows scars of scattered burn injury. The contents of medical report [Ext.47(4)] does not prove any disability. The Medical Certificate (Ext.15) and

Physically handicapped certificate (Ext.52) shows that the respondent was

suffering from ankylosis on back upper and lower limbs, which was caused by burn injury and the percentage of permanent disability was assessed at 73%. The PW-7, in his cross examination had stated that such type of disability can be removed upto maximum 5% if proper treatment was given, which would mean that even if best of treatment was provided to the respondent, his disability would still be around 68% by reducing the disability by 5%. The said PW-7 had explained in his evidence- in- chief that by disability, he had meant physical disability of strength of his body to work. The meaning of 'ankylosis' as given in New Concise Medical Dictionary, 4th Revised Edition published by AITBS Publishers, India is 'Ankylosis In it there is complete loss of joint movement. This may result due to injury, infection of fusion done surgically.' In Wikipedia, ankylosis is stated to be a stiffness of a joint due to abnormal adhesion and rigidity of the bones of the joint, which may be the result of injury or a disease. Thus, in the absence of any evidence by the appellants that the said disease had set upon the respondent even before the fire, it would mean that due to exposure to fire burn, the joint-bones of upper limb and lower limbs had become rigid due to adhesion i.e. the tendency of dissimilar particles or surface to cling to one another, in the present case because of great heat caused by exposure of respondent to fire accident. Thus, there is no dispute that apart from disability, ankylosis is also causes deformation of the body. Moreover, the Discharge Certificate dated 15.09.1989 shows that the respondent was diagnosed of multiple burns with renal failure following explosive accident and bed-sores.

37) This court finds that the evidence to the effect that the respondent had suffered 73% permanent disability could not be negated by any overwhelming evidence to the contrary. There is no dispute that the respondent had suffered intermittent hospitalization as well as a long treatment from 18.04.1989 to 22.05.1991 and that the respondent was able to resume his duties on 23.05.1991. The evidence on record proves the point that during this period of over 2 (two) years from 18.04.1989 to 22.05.1991, the respondent had to be hospitalized at Duliajan, Dibrugarh and Vellore on multiple occasions and moreover, in this period, the respondent had also undergone domiciliary treatment by the doctors and nursing staff of the appellants.

38) The doctor (PW-6), had issued a certificate dated 05.11.1991 (Ext.10), on the basis of reading of Ext.58 (graph), certifying that during lung

function test, it was found that the respondent is having 50% restriction of his lung functions and that his expiratory flow is restricted by 75%.

Although the learned Senior Counsel for the appellants had referred to the cross-examination of PW-6, where the said witness had stated that if one

does not blow the spirometer with all normal blowing power, then obviously the meter would show low reading and his further statement that he

cannot say whether the respondent had properly given blow before the anesthetist while examining him, but as per the opinion of this Court, the said

piece of evidence cannot be construed mean that the PW-6 had admitted that the respondent had given an improper blow to the spirometer during the

test, which was not even the suggestion given to the said witness in his cross-examination. The statement of the said doctor (PW-6) in his cross

examination is that the damage which he had mentioned in Ext.10 is curable if proper treatment is given, but the said statement cannot be construed to

mean that the treatment that was given to the respondent in Duliajan, Dibrugarh and Vellore were not proper or that the doctors available in the said

medical establishment, who had been treating the respondent were incompetent to give proper treatment to the respondent. As a matter of fact it is

well known that no doctor can give a guarantee that if better treatment is available a particular ailment cannot be cured. The suggestion given in

cross-examination appears to be highly speculative and hypothetical as it is well known that when a treatment better than the one availed by the

respondent was available, there will always be a hope for a cure. It appears that the evidence of the said PW-6 proves that at least on the date when

the lung function test was done and on the date when Ext.10 was written, the respondent was suffering from the complications as mentioned in

Ext.10.

39) No judicial interpretation of any court of law has been placed on behalf of the appellants to show that if a disease can be cured in future by better

treatment, then the courts are powerless to award compensation even to an admitted fire victim like the respondent in this case. This court finds that

there was no cross- examination of PW-6 on his statement given in his evidence-in- chief that the respondent would suffer from breathlessness and

minimum exertion and that it may affect the longevity of his life and activity.

40) The discharge certificate dated 26.08.1990, issued by CMC, Vellore (Ext.26) shows that the respondent was admitted with the complaint of non-

healing ulcer over right side of chest and limitation of movement of left hand and that the respondent was operated many times in a local hospital and

that examination revealed discharging sinus over right side of chest, left hand showed limited movement of fingers and left gluteal region (i.e. buttock

region) showed discharging sinus. His chest X-Ray showed osteomyelitis of 5th, 6th, 7th ribs and xiphisternum. It further mentions that the respondent

was surgically operated on 21.06.1990 and 12.07.1990 in CMC, Vellore, and amongst others, he was advised to attend ENT Department for hearing

problems. Similarly, as per discharge certificate dated 22.12.1990 (Ext.27 and Ext.28), issued by CMC, Vellore, there was a small non-healing sinus on

chest wall exuding pus on pressure. On examination, the respondent was found to suffer from swelling in the epigastric region is due to lack of bony

support and there was a small sinus at the lower end of sternum, exuding little watery discharge on pressure. It further records that ENT examination

revealed semineural hearing loss secondary due to ototoxic drugs and that the respondent was advised use of hearing aid. In the opinion of this Court,

the contents of Ext.26 to Ext.28 proved that the chest was having sinus on chest wall, small sinus at the lower end of sternum (i.e. breast-bone) and

discharge with non-healing ulcer in chest, as such, it would be too far-fetched to accuse the respondent of not breathing with full strength in

spirometer during lung function test.

41) In this regard, the learned Senior Counsel for the appellants had forcefully relied on the Medical Report [Ext.47(1)], wherein the Medical Board

had opined that the general condition of the health and injuries of the injured person was "good", and moreover, a finding was recorded that as

per the existing Schedule of Workmen's Compensation Act, 1923, the person is not entitled to compensation. In this regard, it was further

submitted that the said document was exhibited by the respondent and in the absence of any prayer for declaration that the said finding are not

sustainable, the suit ought not to have been decreed. Per contra, the learned Senior Counsel for the respondent had submitted that the said finding was

otherwise liable to be completely ignored by this Court because the respondent

was not a workman within the meaning of the said Workmen's

Compensation Act, 1923 and, as such, there was no infirmity in the said entry in Ext.47(1). However, the said mistake had occurred because while

referring the respondent to examination by the Medical Board, no effort was made by the appellants to apprise the Board that the purpose of

examination by the Board was not for the purpose of computing compensation under Workmen's Compensation Act, 1923. However, it is

submitted that the said exhibit contained the description of the injury and disability suffered by the respondent, which is already indicated herein before

and, as such, it was for the court to determine just and fair compensation. In the opinion of this Court, it was nobody's case that compensation

was either claimed or payable under the said 1923 Act and, as such, the finding recorded in Ext.47(1) to the effect that the respondent is not entitled to

compensation under the said 1923 Act cannot be said to mean that the respondent was not entitled to any compensation at all. It must also be kept in

mind that the respondent did not go to the Medical Board for their examination out of his own volition, but he was made to appear before the Medical

Board vide letter dated 25.03.1991 (Ext.7) and other communications by the appellants, and the purpose of the said exercise was to enable the

Appellants to examine the said report and consider the claim of the respondent for compensation.

42) In view of the discussions above, this Court is of the opinion that the respondent had been successful in proving that he had suffered (i) lung

function impairment to the extent of 50%, (ii) limb function impairment to the extent of 73%, (iii) loss of hearing, and (iv) mental agony and mental

distress. In view of the extent of injuries suffered in the fire which occurred on 18.04.1989, it is open for the learned trial court as well as this court to

presume that the life expectancy of the respondent has been reduced.

43) In respect of issue No.1, the learned trial court by referring to its discussions and decision on issues No. 2 to 5, had held that the suit was

maintainable in its present form. This court does not find any infirmity in the finding in respect of the finding of the learned trial court on issue No.1.

44) In respect of issue No.6, this court has already held in respect of issue No.4 that the respondent had been successful in proving that he had

suffered (i) lung function impairment to the extent of 50%, (ii) limb function

impairment to the extent of 73%, (iii) loss of hearing, and (iv) mental agony and mental distress. Moreover, in view of the extent of injuries suffered in the fire which occurred on 18.04.1989, it has also been held that the life expectancy of the respondent has been reduced.

45) However, this court does not find any evidence so as to sustain claim for impairment of eyes, for additional expenses for taking attendant, for loss of conjugal inhabitants and for loss of enjoyment of social life.

Point of determination No.2:

46) In view of the findings recorded in respect of Point of Determination No.1, this court is of the considered opinion that the respondent had been successful in proving that he had suffered (i) lung function impairment to the extent of 50%, (ii) limb function impairment to the extent of 73%, (iii) loss of hearing, and (iv) mental agony and mental distress.

47) However, the respondent is held to have not been able to prove his entitlement to compensation on account of (a) impairment of eyes, (b) additional expenses for taking attendant, (c) loss of conjugal inhabitants, and (d) loss of enjoyment of social life. Hence, on all these four counts, the compensation in the lump sum stands reduced from Rs.10,00,000/- by 35%, amounting to a lump-sum amount of Rs.3,50,000/-. Accordingly, this Court is of the view that the respondent is entitled to lump-sum compensation of the balance sum of Rs.6,50,000/- (Rupees Six lakh fifty thousand only).

48) This court is of the opinion that item-wise quantification of compensation is not possible. In this regard, this court is of the view that for the determination of just and fair compensation in the present case where the respondent herein has suffered fire burn injury all over the body, must necessarily involve some kind of guess-work, as this Court has not found any straight-jacket formula, by which a particular disability can be determined in terms of money. The respondent, having suffered as a fire victim, is required to have some consideration of sympathy also because if a person expires in an accident, his miseries ends, but for a fire victim like the respondent who had suffered deformity of limbs and 73% disability, deterioration of lung function to the extent of 50%, loss of hearing, he will have to endure pain and sufferings on daily basis for the rest of his life.

One thing is for sure, that no amount of monetary compensation would restore the former self of the respondent. Therefore, in this regard, this Court

finds support from the case of R.D. Hattangadi Vs. Pest Control (I) Pvt. Ltd., (1995) 1 SCC 551. Thus, this Court finds no infirmity in the decision of the learned trial court, awarding compensation on a lump sum basis.

49) In the present case in hand, it is seen that the respondent was permitted to work till he had attained superannuation and that the respondent has not raised any grievance that he was denied his due pension, gratuity or other retirement benefits. Moreover, he has got his leave pay as well as ex gratia payment of Rs.74,400/- and in addition, the appellants are found to have footed the admissible traveling and medical bills. The appellants have also given promotion due to the respondent after suffering the fire accident. It has been argued that the respondent was denied expenses to collect reports from CMC, Vellore and in this regard, this court cannot find fault with the appellants because the respondent has not claimed any right to be send to CMC, Vellore at the cost of the appellants to collect medical documents to be used as evidence in the trial of the present suit. It is also seen that as per the advice of CMC, Vellore, the respondent was offered relatively light work, for which the respondent objected and wanted his posting back to the materials department. Hence, these are pointers and evidence, which proved that the appellants did not refuse to support the respondent at any material time. In other compensation cases, like Railway claims case for accident suffered, in motor accident cases, workmen's compensation cases, etc., the tort-feasors do not take care of the victims, but in the present case, this Court finds that the appellants had given full support to the respondent. As per the entries made in Ext.K, the appellants had incurred an expenditure of Rs.4,42,314.30 for treatment of respondent at Dibrugarh and Vellore. Hence, some reduction of compensation appears to be fully justified on account of on these four claims made in respect of impairment of eyes, for additional expenses for taking attendant, for loss of conjugal inhabitants and for loss of enjoyment of social life. These are also the grounds on which this court is inclined to reduce compensation to the extent as indicated herein before.

50) As regards cross objection filed by the respondent is concerned, this nothing is found to hold that the learned trial court had given an insufficient compensation/ damages for the fire accident suffered by the respondent. However, as the respondent suffered accident in the year 1989, and he is yet

to be compensated, considering the rising price index, this court is inclined to award interest @ 6% per annum on and from the date of filing of the suit till realization.

51) Therefore, the point of determination No.2 stands answered accordingly.

Conclusion:

52) For the reasons as indicated in the foregoing paragraphs on point of determination No.1 and 2, while the appeal filed by the appellants was partly allowed by reducing compensation amount as indicated herein before, the cross appeal filed by the respondent for seeking enhancement of the compensation is allowed to the extent of awarding of interest because the fire accident had taken place on 18.04.1989 and for 29 years now, the respondent is awaiting for being compensated. Hence, the respondent shall be entitled to simple interest @ 6% p.a. w.e.f. the date of filing of the suit i.e. 11.08.1994 till realization.

ORDER

53) The appeal by the appellants- defendants stands partly allowed by reducing compensation to Rs.6,50,000/- (Rupees Six lakh fifty thousand only).

The cross- appeal filed by the respondent- plaintiff also stands partly allowed to the extent of decreeing interest on the compensation amount of

Rs.6,50,000/- at the rate of 6% p.a. on and from the date of filing of the suit i.e. w.e.f. 11.08.1994 till realization.

54) Resultantly, the compensation decreed by the learned trial court to the extent of Rs.10,00,000/- (Rupees Ten lakh only), stands scaled down to

Rs.6,50,000/- (Rupees Six lakh fifty thousand only), under the claim head of (i) lung function impairment to the extent of 50%, (ii) limb function

impairment to the extent of 73%, (iii) loss of hearing, and (iv) mental agony and mental distress. The compensation stands reduced on the ground that

the claim of the respondent on account of

(a) of impairment of eyes, (b) for additional expenses for taking attendant, (c) for loss of conjugal inhabitants, and (d) for loss of enjoyment of social

life was not found sustainable.

55) The claim made in the suit is decreed on a lump-sum basis upon assumptions and guess-work, as per the ratio laid down in the case of R.D.

Hattangadi (supra).

56) The parties are left to bear their own cost.

57) Accordingly, let separate decrees be drawn up in respect of the appeal as well as the cross-objection.

58) It has been submitted at the Bar that pursuant to the order dated 10.02.2011 passed by this Court in MC 4071/10, the appellants had deposited a sum of Rs.5.00 Lakh before the Registry of this Court, which is stated to have been withdrawn by the respondent. Therefore, it is provided that any amount deposited by the appellant as payment against the decree is liable to be adjusted and only the balance decretal sum is required to be recovered from the appellants.

59) Before parting, this Court must record appreciation for the learned Senior Counsels for both sides, assisted by their competent instructing counsels for their erudite and enlightening submissions.

60) Let the LCR be returned forthwith.

61) List of cases cited by the learned Senior Counsel for the respondent (in chronological order):

i. Sushil Ansal Vs. The State through Central Bureau of Investigation, (2014) 6 SCC 173.

ii. Union of India Vs. Ibrahim Uddin & Anr., (2012) 8 SCC 148.

iii. Municipal Corporation of Delhi Vs. Upahhar Tragedy Victims Association & Ors., (2011) 14 SCC 481.

iv. Deputy Commissioner Dharwad District, Dharwad & Ors. Vs. Shivakka (2) & Ors., (2011) 12 SCC 419.

v. Delhi Jal Board Vs. National Campaign for Dignity and Rights of Sewerage & Allied Workers & Ors., (2011) 8 SCC 568.

vi. V. Kishan Rao Vs. Nikhil Super Specialty Hospital & Anr., (2010) 5 SCC 513.

vii. Sarla Verma (Smt.) & Ors. Vs. Delhi Transport Corporation & Anr., (2009) 6 SCC 121.

viii. Punit Rai Vs. Dinesh Choudhury, (2003) 8 SCC 204.

ix. M.P. Electricity Board Vs. Shail Kumari & Ors., (2002) 2 SCC 162.

x. State of A.P. Vs. Challa Ramkrishna Reddy & Ors., (2000) 5 SCC 712.

xi. Mohammed Aunuddin alias Miyam V. State of A.P., (2000) 7 SCC 72.

- xii. R.D. Hattangadi Vs. M/s. Pest Control (I) Pvt. Ltd. & Ors., (1995) 1 SCC 551.
- xiii. Jai Bhagwan Vs. Laxman Singh, (1994) 5 SCC 5.
- xiv. State of Punjab & Ors. Vs. Gurdev Singh & Anr., (1991) 4 SCC 1.
- xv. Ramesh Chandra Vs. Randhir Singh, (1990) 3 SCC 723.
- xvi. M.C. Mehta & Anr. Vs. Union of India & Ors., (1987) 1 SCC 395.
- xvii. Puspabai Purushottam Udeshi & Ors. Vs. M/s. Ranjit Ginning & Pressing Co. Pvt. Ltd. & Anr., (1977) 2 SCC 735.
- xviii. Shyam Sunder & Ors. Vs. The State of Rajasthan, (1974) 1 SCC 690.
- xix. Gopal Krishnaji Ketkar Vs. Mohammed Haji Latif & Ors., AIR 1968 SC 1413
- xx. Municipal Corporation of Delhi Vs. Subhadwanti & Ors., AIR 1966 SC 1750.
- xxi. K.M. Smaiah Vs. Secretary, Govt. of Karnataka & Ors., AIR 2000 Kant 374.
- xxii. Krishna Patra Vs. Orissa State Electricity Board & Anr., AIR 1997 Ori 109.
- xxiii. R.S.E.B. & anr., Vs. Jai Singh & Ors., AIR 1997 Raj 141.
- xxiv. Padma Behari Lal Vs. Orissa State Electricity Board & Anr., AIR 1992 Ori 68.
- xxv. Assam State Transport Corporation Vs. Anes Biswas & Anr., (1986) 2 GLR 420.
- xxvi. Kanailal Das & Anr. Vs. Jiban Kanai Das & Anr., AIR 1977 Cal 189.
- xxvii. K.V. Narasappa Vs. Kamalamma & Ors., AIR 1968 Mys 345.