
(2015) 07 SHI CK 0093
In the High Court Of Himachal Pradesh
Case No : FAO (ECA) No. 295 of 2014

Shriram General Insurance Company Limited	APPELLANT
Vs	
Leela Vati and Others	RESPONDENT

Date of Decision : 29-07-2015

Acts Referred:

Constitution of India, 1950 — Article 136
Employees Compensation Act, 1923 — Section 4(1)
Payment of Wages Act, 1936 — Section 2(h), 2(vi)
Penal Code, 1860 (IPC) — Section 279, 304-A
Workmens Compensation Act, 1923 — Section 22, 4, 4-A

Citation : (2015) 07 SHI CK 0093

Hon'ble Judges : Rajiv Sharma, J

Bench : Single Bench

Advocate : Jagdish Thakur, for the Appellant; L.S. Mehta, Advocates for the Respondent

Final Decision : Partly Allowed

Judgement

Rajiv Sharma, J—This appeal is instituted against the award dated 31.8.2013 rendered by the Commissioner under Employee's Compensation Act, 1923, Karsog in W.C. Pet. No. 2 of 2011.

2. "Key facts" necessary for the adjudication of this appeal are that respondent Nos. 1 and 2 instituted a petition for the grant of compensation under section 22 of the Workmen Compensation Act against the appellant as well as respondent No. 3- Paras Ram Bansal. Respondent No. 1 is the mother of deceased Prem Singh and respondent No. 2 is the father of deceased Prem Singh. Prem Singh was deployed as a Driver of ill-fated truck of respondent No. 3. The truck met with an accident on 22.12.2009 at 11.30 P.M. Prem Singh died on the spot. The post-mortem was conducted at C.H. Karsog. FIR was registered. Prem Singh was 21 years old at the time of accident. His salary was Rs. 4,500/- per month and despite that he was also paid a sum of Rs. 120/- as daily diet money by respondent No. 3. Thus, his salary was Rs. 4500+3600 = Rs. 8,100/- per month.

3. Petition was contested by the owner of the truck. He has admitted that deceased Prem Singh was employed as a Driver. The accident was caused due to mechanical defect in the truck. He had engaged the deceased at Rs. 2,500/- per month. The appellant-insurance company also contested the petition. According to the plea taken by the insurance company, the truck was being driven in violation of the terms and conditions of the insurance policy. The person driving the vehicle at the time of accident was not holding a valid and effective driving licence.

4. Issues were framed by the Commissioner under Employee's Compensation Act on 31.8.2013. He awarded a sum of Rs. 8,97,925/- to the claimants with simple interest @ 12% per annum. Hence, the present petition. This appeal was admitted on the following substantial questions of law:

1. "Whether the learned Commissioner is right in considering the daily allowance/Bhatta received by the deceased as part of wages, while computing compensation?

2. Whether the appellant being insurance company is liable to pay interest on the insured amount under Employee's Compensation Act?

3. Whether the learned Commissioner below is right in taking the monthly wages of the deceased as Rs. 8,100/- instead of Rs. 4,000/- per month when the accident has taken place prior to the amendment dated 31.5.2010 vide notification S.O. 1258 (E)?"

5. Mr. Jagdish Thakur, learned counsel for the appellant, on the basis of the substantial questions of law framed, has vehemently argued that daily allowance/Bhatta received by the deceased could not be included as part of wages. He then contended that the insurance company was not liable to pay interest on the insured amount. He has lastly contended that the monthly wages of the deceased were to be taken as Rs. 4,000/- instead of Rs. 8,100/- per month.

6. Mr. L.S. Mehta and Mr. Malkiyat Singh have supported the award dated 31.8.2013.

7. I have heard the learned counsel for the parties and have gone through the pleadings and award carefully.

8. Since all the substantial questions of law are interlinked, they are being discussed together to avoid repetition of discussion of evidence.

9. Respondent No. 2 Udham Singh has appeared as AW-3. According to him, his son was a Driver. He met with an accident on 22.12.2009. His monthly salary was Rs. 4,500/- and Rs. 120/- as daily diet money. He used to look after the apple orchard. He used to sell potato and peas and was earning Rs. 2,00,000/- per year. He has proved copy of insurance policy Ex. AW-3/A and R.C. of the vehicle AW-3/B.

10. AW-1 Dr. Chetan Chauhan has proved the postmortem report Ex. PW-4/A.

AW-2 Gian Chand has proved the FIR Ex. AW-2/A. Respondent No. 1 Leela Vati has appeared as AW-4. She has deposed on the line of AW-3 Udham Singh.

11. The owner of the truck Paras Ram Bansal has appeared as RW-1. He has admitted that he had employed Prem Singh as a Driver. The driving licence was valid with effect from 15.10.2007 to 14.10.2010. He used to pay him monthly salary of Rs. 2,500/- per month alongwith daily diet money. He has identified copy of driving licence Ex. RW-1/A, registration certificate of vehicle Ex. RW-1/B, copy of insurance Ex. RW-1/C and permit Ex. RW-1/D. He has also admitted that accident occurred on 22.12.2009.

12. According to RW-2 Head Constable Chajju Ram, FIR No. 196/2009 dated 23.12.2009 under sections 279 and 304-A of the Indian Penal Code was registered against the driver.

13. The question whether the daily allowance was to be calculated for the purpose of wages of the deceased is no more res integra in view of the law laid down by learned Single Judge of Madhya Pradesh High Court (Indore Bench) in Basantabai and another Vs. Shamim Bee and another, (2012) ACJ 1858 . Learned Single Judge has held that bhatta received by deceased should form part of his income while computing compensation. Learned Single Judge has held as under:

"[4]..... To determine the question whether the bhatta (daily allowance) is a part of wages for computing the compensation under Motor Vehicles Act and ultimately to determine the question of wages of a driver, we have to consider the evidence and if it has come in the evidence that he was also getting Rs. 50 per day as daily allowance, whether the same can form part of wages. The term "wages" has been defined in many Central Acts, such as, under the Payment of Wages Act, 1936; the Minimum Wages Act, 1948, the Industrial Disputes Act, 1947; and under the Workmen's Compensation Act, 1923, which are as under:

Payment of Wages Act, 1936:

Section 2(vi)--"wages" means all remuneration (whether by way of salary allowance, or otherwise) expressed in terms of money or capable of being so expressed which would, if the terms of employment, express or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and include--

(a) xxx

(b) xxx

(c) any additional remuneration payable under the terms of employment (whether called a bonus or by any other name):

(d) xxx

(e) xxx

Minimum Wages Act, 1948:

Section 2(h)--"wages" means all remuneration, capable of being expressed in terms of money, which would, if the terms of the contract of employment, express or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes house rent allowance, but does not include--

(i) the value of

(a) xxx

(b) any other amenity of any service excluded by general or special order of the appropriate Government;

(ii) xxx

(iii) any travelling allowance or the value of any travelling concession;

(iv) any sum paid to the person employed to defray special expenses entailed on him by the nature of his employment; or

(v) xxx

Industrial Disputes Act, 1947:

(rr) "wages" means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, expressed or implied, were fulfilled, be payable to a workman in respect of his employment or of work done in such employment and includes:

(i) such allowances (including dearness allowance) as the workman is for the time being entitled to;

(ii) xxx

(iii) xxx

Workmen's Compensation Act, 1923:

(m) "wages" includes any privilege or benefit which is capable of being estimated in money, other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of a workman towards any pension or provident fund or a sum paid to a workman to cover any special expenses entailed on him by the nature of his employment;

From a bare reading of the definitions of "wages" under the Minimum Wages Act, 1948, Industrial Disputes Act, 1947 and the Workmen's Compensation Act, 1923, it is amply clear that the "wages" means all remuneration whether by way of salary, allowance or otherwise expressed in terms of money or capable of being so expressed, payable to a person employed in respect of his employment or of work done in such employment and includes any additional remuneration,

any travelling allowance or the value of any travelling concession or any sum paid to the employed person to defray special expenses entailed on him by the nature of his employment, shall form part of the wages. These definitions are quite exhaustive and it prima facie appears that any amount paid to the driver either as additional remuneration payable in terms of employment or any travelling allowance or any sum paid to the employed person to defray special expenses entailed on him by the nature of his employment, would be included in the definition of "wages". Therefore, any bhatta or daily allowance that is paid to the driver under any special contract as additional remuneration or as daily allowance may be considered as part of the wages but if any sum is paid for defraying any expenses towards food as and when the driver will go outside the city then it may not form part of the wages. For that the claimant has to prove that the amount of daily bhatta is paid as additional remuneration or as travelling allowance and it may depend from case to case and on the nature of the vehicle as well as the nature of duties and if it is found proved that the bhatta is paid as additional remuneration under the terms of contract for the purposes mentioned in the definition of "wages" then as per the evidence on record the court may include the aforesaid bhatta as part of wages.

[6] For the above-mentioned reasons, the substantial question of law No. 2 framed by this court is answered in favour of the appellants by holding that bhatta is part of the wages for the purpose of computation of compensation."

14. Mr. Jagdish Thakur has also argued that interest was not to be paid by the Insurance Company but he has not pointed out any clause of Insurance Policy excluding the provision of interest.

15. Learned Single Judge of Madhya Pradesh High Court (Indore Bench) in Rani Kour and Others Vs. Jagtar Singh and Another, (2012) ACJ 2072 has held that where insurance company has not expressly stipulated non-liability for payment of interest in the policy, it is liable to pay the interest on the amount of compensation. Learned Single Judge has held as under:

"[14] Learned Advocate Mr. Sandip Shah appearing for respondent No. 1-original plaintiff in all the appeals referred to the documentary evidences as well as the pleadings in detail and submitted that the operations were performed on the left eye by defendant No. 3 and thereafter the operation was performed for removal of the left eye-ball by defendant No. 5 and again for cataract in the right eye the operation was performed by defendant No. 5. He submitted that if the chronology of events and the dates are considered, it is evident that there was sepsis in his left eye when the operation was performed. He submitted that with the same condition the operation could not have been performed. The submission with regard to endogenous infection in some other part of the body is misconceived as the pathological reports clearly state that the plaintiff was normal. He submitted that, thus, at the time of treating the patient when there was an injury and the blood had clotted, both defendant Nos. 3 and 4 tried to hush up, played mischief keeping the respondent-plaintiff in the dark which led

to deterioration in not only the left eye but also affected his right eye. Learned Advocate Mr. Sandip Shah, therefore, submitted that if the pleadings in the form of written statement as well as the depositions are considered, it clearly suggests negligence in performance of the duty by all concerned including defendant Nos. 3 and 5. The Civil Hospital would be liable vicariously for the act of negligence by defendant No. 3.

[15] He, therefore, submitted that when the person has lost vision of both the eyes because of any such carelessness or negligence, it cannot be a ground for further scrutiny on any technical grounds raised on the medical opinion. He submitted that the evidence on record as discussed at length in the impugned judgment clearly suggests that there was negligence on the part of original defendant No. 3-Dr. Bhikubhai Patel as well as defendant No. 5-Dr. Jagdishbhai Shah and both the doctors have failed in discharge of their duty exhibiting reasonable care and standard expected of a person in the medical profession. He, therefore, submitted that the appeals may be dismissed."

16. Their Lordships of the Hon"ble Supreme Court in Manju Sarkar Vs. Mabish Miah, (2014) 3 ACC 451 : (2014) ACJ 1927 : (2014) 8 SCALE 221 have held that in the absence of clause of contract of insurance excluding provision for interest, the insurance of company is liable to pay interest. Their Lordships have held as under:

"13. A contention was raised by the learned counsel for the Respondent No. 3 Insurance Company that they are not liable to pay the interest component and reliance was placed on the decision of New India Assurance Co. Ltd. Vs. Harshadbhai Amrutbhai Modhiya and Another, (2006) 2 ACC 539 : (2006) ACJ 1699 : AIR 2006 SC 1926 : (2006) 131 CompCas 250 : (2006) 3 CTC 166 : (2006) 109 FLR 1074 : (2006) 5 JT 228 : (2006) 2 LLJ 782 : (2006) 143 PLR 727 : (2006) 5 SCC 192 : (2006) SCC(L&S) 973 : (2006) 1 SCR 444 Supp : (2006) 3 SLJ 448 : (2006) AIRSCW 2352 : (2006) 4 Supreme 350 In the facts of the case on which the said decision arose, the contract of insurance entered into between the parties contained a proviso that the insurance granted is not extended to include any interest. In the present case there is nothing on record to show that respondent No. 3 Insurance Company either pleaded about existence of such a clause in the contract of insurance or led any evidence to the said effect and hence the said decision will not help respondent No. 3 in any way and the contention raised is devoid of merit."

17. The amount of interest has to be paid from the date of accident and not from the date of award.

18. Their Lordships of the Hon"ble Supreme Court in Saberabibi Yakubbhai Shaikh and Others Vs. National Insurance Co. Ltd. and Others, (2014) 1 ACC 82 : (2014) ACJ 467 : AIR 2014 SC 1393 : (2014) AIRSCW 1584 : (2014) 1 JT 550 : (2014) 1 SCALE 153 : (2014) 2 SCC 298 have held that appellants were entitled to 12% interest from date of accident. Their Lordships have held as

under:

"[8] We have perused the aforesaid judgment. We are of the considered opinion that the aforesaid judgment relied upon by the learned counsel for the appellants is fully applicable to the facts and circumstances of this case. This Court considered the earlier judgment relied upon by the High Court and observed that the judgments in the case of National Insurance Co. Ltd. Vs. Mubasir Ahmed and Another, (2007) 2 ACC 374 : (2007) ACJ 845 : AIR 2007 SC 1208 : (2007) 112 FLR 1033 : (2007) 3 JT 176 : (2007) 1 LLJ 1035 : (2007) 2 SCALE 455 : (2007) 2 SCC 349 : (2007) 1 SCC(L&S) 643 : (2007) 2 SCR 117 : (2007) 3 SLJ 62 : (2007) 1 UJ 240 and Oriental Insurance Co. Ltd. Vs. Mohd. Nasir and Another, (2006) ACJ 2742 : (2009) 121 FLR 1103 : (2009) 8 JT 26 : (2009) 3 LLJ 559 : (2009) 156 PLR 778 : (2009) 8 SCALE 161 : (2009) 6 SCC 280 : (2010) AIRSCW 866 : (2009) AIRSCW 3717 : (2009) 4 Supreme 589 were per incuriam having been rendered without considering the earlier decision in Pratap Narain Singh Deo Vs. Srinivas Sabata and Another, (1976) ACJ 141 : AIR 1976 SC 222 : (1976) LabIC 222 : (1976) 1 LLJ 235 : (1976) 1 SCC 289 : (1976) 2 SCR 872 : (1976) 8 UJ 139 . In the aforesaid judgment, upon consideration of the entire matter, a four-judge Bench of this Court had held that the compensation has to be paid from the date of the accident.

[9] Following the aforesaid judgments, this Court in Oriental Insurance Company Limited versus Siby George and others reiterated the legal position and held as follows:

"11. The Court then referred to a Full Bench decision of the Kerala High Court in United India Insurance Co. Ltd. v. Alavi and approved it insofar as it followed the decision in Pratap Narain Singh Deo.

12. The decision in Pratap Narain Singh Deo was by a four-judge Bench and in Valsala K. by a three-judge Bench of this Court. Both the decisions were, thus, fully binding on the Court in Mubasir Ahmed and Mohd. Nasir, each of which was heard by two Judges. But the earlier decisions in Pratap Narain Singh Deo and Valsala K. were not brought to the notice of the Court in the two later decisions in Mubasir Ahmed and Mohd. Nasir.

13. In the light of the decisions in Pratap Narain Singh Deo and Valsala K., it is not open to contend that the payment of compensation would fall due only after the Commissioner's order or with reference to the date on which the claim application is made. The decisions in Mubasir Ahmed and Mohd. Nasir insofar as they took a contrary view to the earlier decisions in Pratap Narain Singh Deo and Valsala K. do not express the correct view and do not make binding precedents."

[10] In view of the aforesaid settled proposition of law, the appeal is allowed and the judgment and order of the High Court is set aside. The appellants shall be entitled to interest at the rate of 12% from the date of the accident."

19. Their Lordships of the Hon"ble Supreme Court in Kerala State Electricity

Board and Another Vs. Valsala K and Another, (1999) 2 ACC 656 : (2000) ACJ 5 : AIR 1999 SC 3502 : (2000) 1 CTC 563 : (1999) 7 JT 292 : (1999) 2 LLJ 1112 : (1999) 6 SCALE 31 : (1999) 8 SCC 254 : (2000) SCC(L&S) 50 : (1999) 2 SCR 657 Supp : (1999) AIRSCW 3496 : (1999) 8 Supreme 362 have held that the relevant date for determination of the rate of compensation is the date of the accident and not the date of adjudication of the claim. Their Lordships have held as under:

"[3] A four Judge Bench of this Court in Pratap Narain Singh Deo Vs. Srinivas Sabata and Another, (1976) ACJ 141 : AIR 1976 SC 222 : (1976) LabIC 222 : (1976) 1 LLJ 235 : (1976) 1 SCC 289 : (1976) 2 SCR 872 : (1976) 8 UJ 139 speaking through Singhal, J. has held that an employer becomes liable to pay compensation as soon as the personal injury is caused to the workmen by the accident which arose out of and in the course of employment. Thus, the relevant date for determination of the rate of compensation, is the date of the accident and not the date of adjudication of the claim.

[4] A two Judge Bench of this Court in The New India Assurance Company Limited v. V.K. Neelakandan, Civil Appeal Nos. 16904-16906 of 1996, decided on 6-11-1996, however, took the view that Workmen's Compensation 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. The two Judge Bench in Neelakandan's case (supra), however, did not take notice of the judgment of the larger Bench in Pratap Narain Singh Deo Vs. Srinivas Sabata and Another, (1976) ACJ 141 : AIR 1976 SC 222 : (1976) LabIC 222 : (1976) 1 LLJ 235 : (1976) 1 SCC 289 : (1976) 2 SCR 872 : (1976) 8 UJ 139 as it presumably was not brought to the notice of their Lordships. Be that as it may, in view of the categorical law laid down by the larger Bench in Pratap Narain Singh Deo's case, the view expressed by the two Judge Bench in Neelakandan's case is not correct.

[7] Insofar as these special leave petitions are concerned, we find that the accident took place long time back. Compensation became payable to the workmen, as it is not disputed that the accidents occurred during the course of employment, as per the law prior to the amendment made in 1995. Keeping in view the peculiar facts and circumstances of these cases, pectiness of the amounts involved in each of the cases and the time that has since elapsed, we are not inclined to interfere with the impugned orders, decided on the basis of the 1995 amendment, in exercise of our jurisdiction under Art. 136 of the Constitution of India and, therefore, dismiss the special leave petitions, but, after clarifying the law, as noticed above."

20. The accident has admittedly taken place on 22.12.2009. The explanation (II) under section 4(1) of Employee's Compensation Act, 1923 has been omitted with effect from 18.1.2010. Thus, the income of the deceased was to be calculated as per the existing explanation (II), which was in vogue at the time of accident. Thus, the income of the deceased was to be computed at Rs. 4,000/-

instead of Rs. 8,100/- per month. Learned Commissioner has over looked this important aspect of the matter while computing the income of the deceased.

21. Their Lordships of the Hon''ble Supreme Court in Kerala State Electricity Board and Another Vs. Valsala K and Another, (1999) 2 ACC 656 : (2000) ACJ 5 : AIR 1999 SC 3502 : (2000) 1 CTC 563 : (1999) 7 JT 292 : (1999) 2 LLJ 1112 : (1999) 6 SCALE 31 : (1999) 8 SCC 254 : (2000) SCC(L&S) 50 : (1999) 2 SCR 657 Supp : (1999) AIRSCW 3496 : (1999) 8 Supreme 362 have held that sections 4 and 4-A of the Workmen's Compensation Act, 1923 as amended in 1995 would not apply retrospectively. Their Lordships have held as under:

"[4] A two Judge Bench of this Court in The New India Assurance Company Limited v. V.K. Neelakandan, Civil Appeal Nos. 16904-16906 of 1996, decided on 6-11-1996, however, took the view that Workmen's Compensation 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. The two Judge Bench in Neelakandan's case (supra), however, did not take notice of the judgment of the larger Bench in Pratap Narain Singh Deo Vs. Srinivas Sabata and Another, (1976) ACJ 141 : AIR 1976 SC 222 : (1976) LabIC 222 : (1976) 1 LLJ 235 : (1976) 1 SCC 289 : (1976) 2 SCR 872 : (1976) 8 UJ 139 as it presumably was not brought to the notice of their Lordships. Be that as it may, in view of the categorical law laid down by the larger Bench in Pratap Narain Singh Deo's case, the view expressed by the two Judge Bench in Neelakandan's case is not correct.

[7] Insofar as these special leave petitions are concerned, we find that the accident took place long time back. Compensation became payable to the workmen, as it is not disputed that the accidents occurred during the course of employment, as per the law prior to the amendment made in 1995. Keeping in view the peculiar facts and circumstances of these cases, pettiness of the amounts involved in each of the cases and the time that has since elapsed, we are not inclined to interfere with the impugned orders, decided on the basis of the 1995 amendment, in exercise of our jurisdiction under Art. 136 of the Constitution of India and, therefore, dismiss the special leave petitions, but, after clarifying the law, as noticed above."

22. Learned Single Judge of Jharkhand at Ranchi High Court in Project Officer, Basdeopur Colliery Vs. Dhaneswari Devi, (2014) ACJ 1325 : (2014) 140 FLR 948 has held that the calculation of compensation amount should be made under the provision existing on the date of incident relying upon Kerala State Electricity Board and Another Vs. Valsala K and Another, (1999) 2 ACC 656 : (2000) ACJ 5 : AIR 1999 SC 3502 : (2000) 1 CTC 563 : (1999) 7 JT 292 : (1999) 2 LLJ 1112 : (1999) 6 SCALE 31 : (1999) 8 SCC 254 : (2000) SCC(L&S) 50 : (1999) 2 SCR 657 Supp : (1999) AIRSCW 3496 : (1999) 8 Supreme 362 . Learned Single Judge has held as under:

"[3] It is further pointed out that the original claim of the claimant was also

under the same calculation, but the learned Presiding Officer, Labour Court, Dhanbad has wrongly calculated the amount under the amended provision and therefore, the aforesaid finding of the learned Presiding Officer, Labour Court is liable to be set aside and the amount payable to the claimant shall be calculated in view of the existing provision as contained under section 4 at the relevant point of time. In this context learned Counsel appearing for the appellant has relied upon the judgment in Kerala State Electricity Board and Another Vs. Valsala K and Another, (1999) 2 ACC 656 : (2000) ACJ 5 : AIR 1999 SC 3502 : (2000) 1 CTC 563 : (1999) 7 JT 292 : (1999) 2 LLJ 1112 : (1999) 6 SCALE 31 : (1999) 8 SCC 254 : (2000) SCC(L&S) 50 : (1999) 2 SCR 657 Supp : (1999) AIRSCW 3496 : (1999) 8 Supreme 362 In paragraph-5 their lordships have held as follows:--

5. Our attention has also been drawn to a judgment of the Full bench of the Kerala High Court in United India Insurance Co. Ltd. Vs. Alavi, (1998) ACJ 1048 : (1998) 2 LLJ 896 wherein the Full Bench precisely considered the same question and examined both the above noted judgments. It took the view that the injured workmen 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 and another lays down the correct law and we approve it."

23. Thus, the claimants would be entitled to Rs. 4000-2000 = Rs. 2000x221.71 = Rs. 4,43,420/- alongwith interest @ 12% per annum from the date of accident till its realization and funeral expenses at the rate of Rs. 5000/-.

24. Accordingly, in view of the analysis and discussion made hereinabove, the appeal is partly allowed. Claimants are held entitled to a sum of Rs. Rs. 4,43,420/- alongwith interest @ 12% per annum from the date of accident till its realization and funeral expenses at the rate of Rs. 5000/-. Pending application(s), if any, also stands disposed of. No costs.