(2015) 03 NCDRC CK 0153

In the National Consumer Disputes Redressal Commission

BAJAJ ALLIANZ GENERAL INSURANCE CO LTD — APPELLANT

Vs

SUMITRA DEVI — RESPONDENT

Date of Decision : 27-03-2015

Acts Referred:

Citation : (2015) 03 NCDRC CK 0153

Hon'ble Judges : AJIT BHARIHOKE J.

Advocate : MANJUSHA WADHWA

Judgement

1. THE petitioner being aggrieved of the order of the State Commission dated 08.11.2013 in Appeal No.584 of 2011 whereby the State Commission allowed the appeal of the respondent complainant, set aside the order of the District Forum and directed the insurance company to pay to the complainant the loss assessed by the surveyor within one month besides compensation of Rs.10,000/ - for mental agony and Rs.5000/ - as litigation expenses.

2. BRIEFLY put, the facts relevant for the disposal of the revision petition are that Chevrolet Tavera car of the respondent complainant was insured with the petitioner insurance company for the period 05.08.2008 to 04.08.2009. On 26.02.2009, the said car met with an accident resulting in damage. The intimation was given to the petitioner. A surveyor was appointed to assess the loss caused to the car, who assessed the loss to the tune of Rs.1,48,000.93/ -. The insurance claim was, however, repudiated by the petitioner insurance company on the premise that on the date of accident, the respondent had no insurable interest in the vehicle as he had sold the vehicle to one Ram Gopal on 07.02.2009. Being aggrieved of the repudiation, the respondent filed a consumer complaint in District Forum, Ajmer.

3. THE District Forum on consideration of pleadings and appraisal of evidence came to the conclusion that prior to the date of accident, the respondent complainant had sold the insured vehicle to one Ram Gopal and as such She has no insurable interest in the vehicle. Accordingly, the complaint was dismissed. Being aggrieved of the order of the District Forum, the respondent preferred an

appeal and the State Commission on consideration of record allowed the appeal; set aside the order of the District Forum and directed the insurance company to pay the insurance claim besides the compensation.

4. LEARNED Ms. Manjusha Wadhwa, Advocate for the petitioner has contended that the impugned order of the State Commission is not sustainable because the State Commission has failed to appreciate that respondent complainant had sold the vehicle in question to one Ram Gopal vide agreement dated 07.02.2009. In support of this contention, learned counsel has drawn my attention to the copy of the aforesaid agreement.

5. I have gone through the copy of agreement of sale placed on record. It records that respondent complainant had agreed to sell the subject car to Ram Gopal for Rs.6,40,000/ -. Pursuant to the agreement, Rs.50,000/ - was received by the respondent as earnest money on the date of agreement to sale and further payment of Rs.50,000/ - was received by the complainant on 09.02.2009. It is further recorded in the agreement of sale that remaining Rs.5,40,000/ - shall be paid by the purchaser on 07.03.2009 and thereafter the vehicle will be transferred to the purchaser. From this it is clear that respondent complainant has merely entered into an agreement of sale with Ram Gopal and sale was to mature into transfer of title to Ram Gopal only after payment of balance amount of Rs.5,40,000/ - by 07.03.2009. Thus, it is evident that on 26.02.2009, the title of vehicle was still in favour of the respondent complainant. As such I am of the view that State Commission was right in holding that on the date of accident, the respondent was having insurable interest in the vehicle. Accordingly, impugned order cannot be faulted.

6. IN view of the discussion above, I find no merit in the revision petition. It is accordingly dismissed.