**(1994) 07 NCDRC CK 0059**

**In the National Consumer Disputes Redressal Commission**

BASAVARAJ SOMAPPA PAVADI APPELLANT

Vs

National Insurance Co. Ltd. RESPONDENT

**Date of Decision :** 25-07-1994

**Acts Referred:**

**Citation :** 1994 2 CPC 427 : 1994 2 CPR 662 : 1994 3 CPJ 38 : 1995 1 CLT 127

**Hon'ble Judges :** D.R.Vithal Rao , Susheela Cheluvaraju J.

**Final Decision :** Appeal dismissed

## Judgement

1. THIS appeal by the Complainant is directed against the order dated 3.9.1993 passed by the District Forum, Belgaum, in Complaint No. 77/1991, dismissing the complaint.

2. THE facts, briefly stated, are as follows:- THE Complainant had obtained a ''House Holders Policy'' for the period from 28.6.1989 to 27.6.1990 for the house hold articles including the jewellery, from the Opposite Party. It is the further case of the complainant that in the midnight on 25.3.1990 when he was away from the house, the gold articles valued at Rs. 45,700/- which were kept in the almirah were stolen away. He had, in the evening, on that day, along with his family members had gone to a neigh is bouring village locking the doors of his residence. When he returned about 1.30 a.m., found the jewellery stolen. THE Complainant further averred that he made a complaint of this occurrence to the police, who registered a case in Crime No. 80/90 under Sections 457 and 380 of IPC, and on investigation closed the case as not traceable. THE Complainant made a claim with the Opp. Party under the said House Holders Policy for the said amount of Rs. 45,700/-. THE Opp. Party repudiated the claim, and so, he filed the complaint seeking compensation. The Opposite Party filed its version and averred that the claim of the complainant was repudiated as he had violated Condition No. 3 of the policy and as he had not taken reasonable care to protect the property concerned. The Opposite Party, on the basis of these averments, sought the complaint to be dismissed.

During enquiry, both the parties filed their affidavits and the complainant produced the copy of the complaint filed by him before the police regarding the occurrence, mahazar recorded by the police and other relevant documents.

3. ON consideration of this material, the District Forum held that the repudiation of the claim made by the complainant by the Insurance Company-the Opposite Party, having regard to the facts and in the circumstances of the case was just and proper, and in that view, dismissed the complaint. We have called for the records and received. We have also heard the learned Counsel for the parties and perused the records.

4. IT is not disputed that the complainant had taken a House Holders Policy for the period from 28.6.1989 to 27.6.1990. The theft of the jewellery is alleged to have taken place in the mid-night of 25.3.1990. The Complainant made a complaint to the police regarding the occurrence, wherein, he had stated that he had kept the jewellery in the almirah in his house and the key of the said almirah was left by him in the almirah itself. He has also stated that the culprits had entered the house while climbing the bricks entering into the gallery and opening the latch put to the door. The complainant has further admitted that his residence was located on the first floor, whereas in the ground floor his brother, brother''s wife and his mother were residing. In the complaint itself, the complainant has admitted that when he came back home at about 1.30 a.m. his sister-in-law, Kamala opened the front door for him to go upstairs to his place of residence. This fact would clearly show that there was an access to the residence of the ground floor to go upstairs. Admittedly his brother, his mother and the wife of his brother were living in the ground floor of the house. He has further admitted that he had left the key of the almirah, wherein he had kept the jewellery, in the almirah itself. These circumstances would clearly go to show that the complainant had not taken reasonable steps to safeguard the property insured against any loss or damage. The Condition No. 3 of the policy specifcally provides that the insured shall take all reasonable steps to safeguard the property insured against any loss or damage. In the present case, as it is evident, the complainant had not taken reasonable steps to safeguard the property insured when there was an easy access to the upstairs from the ground floor residence and when he had left the key of the almirah in the almirah itself.

5. THE District Forum, on consideration of all these facts of the matter was held that having regard to these facts and in the circumstances of the case, the repudiation of the claim made by the Insurance Company was on valid and justifiable grounds and there was no deficiency of service. In that view, dismissed the complaint. We do not see any good ground to interfere in his order recorded by the District Forum. In the result, therefore, this appeal fails and it is dismissed. Appeal dismissed.

 