(2001) 03 NCDRC CK 0052

In the National Consumer Disputes Redressal Commission

BHUPESHWAR ENTERPRISES APPELLANT

Vs

National Insurance Company Ltd. RESPONDENT

Date of Decision : 27-03-2001

Acts Referred:

Citation : 2001 3 CPJ 227

Hon'ble Judges : K.C.Bhargava , D.D.Bahuguna J.

Final Decision : Appeal dismissed

Judgement

1. THIS is an appeal against the judgment and order dated 14.10.1992 passed by District Consumer Forum, Ghaziabad in Complaint Case No. 65/1992.

2. THE facts of the case stated in brief are that the complainant was a tenant in a shop and he insured the goods of the shop with the National Insurance Company. He had a dispute with his landlady and the landlady after filing a suit for eviction, obtained a decree for possession. In execution of the decree the Amin went to the shop of the complainant for delivering the possession of the shop. THE complainant and his associates obstructed in delivery of possession and the police also reached on the scene. During this process of delivery of possession some goods of the complainant got damaged. THE complainant has sued the Insurance Company for recovery of damages against the Insurance Company. The opposite party in its written version has alleged that it is not liable to pay any damages because the damage has not been caused under the terms and conditions of the policy and the loss of goods on account of some other reasons for which the risk has not been covered. According to the Insurance Company the loss of damage by fire, earth quake, theft, riot, strike, flood and impact damages were to be covered.

The learned District Forum, after considering the case of the parties, came to the conclusion that the damage was not caused in terms of the policy and the complainant is not entitled to claim any damages in respect of the policy.

3. AGGRIEVED against the order of the learned District Forum, the complainant

has come in appeal and has challenged the correctness of the order passed by the Forum. When the case was called, the appellant/complainant was absent even though the appellant was informed by service postal stamp for the date fixed. We have heard the learned Counsel for the respondent/Insurance Company.

4. FROM the facts of the case it is clear that the damage has not been caused to the goods of the complainant in the manner in which they are mentioned in the policy. Learned Counsel for the respondent/Insurance Company has argued that the damages can be claimed in certain cases which are enumerated in the policy. The policy is issued for the purposes mentioned in the policy and does not cover any other risk. The learned District Forum has given details of clauses on page No. 3 in which the Insurance Company is liable to pay damages. Thus when the damages has not occurred for the reasons for which the policy was taken, the Insurance Company is not liable to pay damages. The damages have been caused during the process of eviction by force of the complainant from the shop in dispute by Civil Court Amin. Therefore, keeping in view the facts of the case the learned District Forum was justified in dismissing the complaint. The appeal has no force and is liable to be dismissed. ORDER The appeal is dismissed and the judgment and order of the learned District Forum are confirmed. Let copy as per rules be made available to the parties. Appeal dismissed.