(2003) 12 NCDRC CK 0104

In the National Consumer Disputes Redressal Commission

DINESH KUMAR MISHRA APPELLANT

Vs

NEW INDIA ASSURANCE CO. RESPONDENT

Date of Decision : 11-12-2003

Acts Referred:

Citation : 2004 4 CPJ 413

Hon'ble Judges : M.A.A.Khan , Ratan Prakash J.

Final Decision : Appeal allowed

Judgement

1. -DINESH Kumar appellant had purchased bus No. RJ 18-P-1187 under hire purchase system. The bus was financed by Ashoka Leyland Finance Ltd. and was being got insured upto 24.3.2000 by them. The bus was however, being plied at Jaipur. The financier, in order to protect the interest of the vehicle, got the vehicle insured for another period from 25.3.2000 to 24.3.2001 after paying a sum of Rs. 15,714/- to the respondent Insurance Company as premium. That was done by the financier through their office at Sikar from where the bus has been financed. But here in Jaipur the appellant got the said bus insured for the period from 31.3.2000 to 30.3.2001 after paying a premium of Rs. 14,798/- to the Insurance Company. After having realised that for the same period and in respect of the same subject matter of the insurance, two policies have been obtained by them from the same insurer, the appellant required the refund of premium amount in respect of one policy. The Insurance Company appears to have required the appellant to surrender the original policy so that the amount of premium, after due deductions, may be refunded to them. The appellant appears to have surrendered the policy at some what at late stage. The Insurance Company repudiated his claim for refund of the premium on the ground of delay. On a complaint having been filed, the Forum has approved of the ground of repudiation of the claim of the appellant.

2. IT may be noted that in respect of the same vehicle and for the same period the appellant had obtained two policies from the same Insurance Company. The appellant was, therefore, entitled to the refund of the lesser amount which he

paid at the time of getting insurance from insurer''s Jaipur office for the period from 31.3.2000 to 30.3.2001. There might have been some delay on the part of the appellant in surrendering the policy but such delay only would not result in depriving the appellant of his right to get the refund of the premium amount, which was doubly paid. Taking into account the facts and circumstances of the case and keeping in mind the part of both the parties in bringing this litigation to the Forum we are inclined that the appellant should get a refund of Rs. 14,798/-. In view of the above, the impugned order is set aside and the complaint of the appellant allowed. The respondent company is directed to refund an amount of Rs. 14,798/- to the appellant within a period of two months from today failing which the aforesaid amount would attract interest @ 10% p.a. from the date of deposit thereof with the Insurance Company. Appeal allowed.

