(2000) 05 NCDRC CK 0055

In the National Consumer Disputes Redressal Commission

Gurdeep Kaur APPELLANT

Vs

MANAGING DIRECTOR, PEARLS GREEN FORESTS LTD. RESPONDENT

Date of Decision : 15-05-2000

Acts Referred:

Citation : 2000 1 CPC 525 : 2000 2 CLT 145 : 2000 2 CPJ 573 : 2000 2 CPR 583

Hon'ble Judges : J.B.Garg , P.K.Vasudeva , Devinderjit Dhatt J.

Final Decision : Complaint dismissed

Judgement

1. GURDEEP Kaur widow of Harbans Singh, resident of village Bhagwan Pur, Tehsil Talwandi Sabo, Bhatinda, has instituted this complaint for a sum of Rs. 5 lacs as compensation together with interest @ 18% per annum on account of death of her husband.

2. BRIEFLY the facts are that Harbans Singh aged 42 years died in a road accident and he was covered for the period 25.1.1990 to 24.1.1991 through Group Personal Accident Insurance Policy. He was pillion rider on a scooter. A DDR bearing No. 35 was recorded on 20.3.1990 at Police Station Talwandi Sabo, Annexure C-3. It has been alleged that respondents No. 1, 2 and the Oriental Insurance Company, Chandigarh, respondent No. 3 had been deficient in wrongfully repudiating her claim of Rs. 5 lacs together with interest @ 18% p.a. from the date of institution of the complaint till realisation. A reply has been filed on behalf of respondents No. 1 and 2, wherein it has been averred that this Commission at Chandigarh has no jurisdiction. Besides this there is a plea of pecuniary jurisdiction. There is a plea of limitation inasmuch as the death took place on 21.3.1990 and instead of instituting the complaint within two years it has been instituted on 2.2.1999 after about 9 years of the occurrence. The claim could only be made against the Insurance Company and not against the answering respondents. The respondents No. 1 and 2 are located at Delhi and the liability was only of the Oriental Insurance Company and not of the respondents No. 1 and 2 who were acting merely as a Finance Company.

In a separate reply filed on behalf of the Oriental Insurance Company also there is a plea of territorial jurisdiction because the occurrence took place at Shekhpura in District Bhatinda in Punjab. Besides, regarding pecuniary jurisdiction because the value of the certificate was only Rs. 50,000/- and not Rs. 5 lacs. The answering respondent closed the file on 31.3.1994 in respect of the death which took place on 21.3.1990 whereas the complaint was instituted on 2.2.1999. The relationship of the complainant with the deceased has not been admitted and similarly the Power of Attorney in favour of Harinderjit Singh has also been controverted. The deficiency on the part of the respondent has been denied inasmuch as the claimant failed to provide the required information and the documents which were sought by the respondent.

3. A copy of the Group Insurance Policy, Annexure R-3 and its schedule establish that Harbans Singh Sidhu of Shekhpura was insured and Gurdeep Kaur his wife was the nominee but the amount of insurance has been clearly mentioned as Rs. 50,000/- and not Rs. 5 lacs. This schedule contained the names of 29 persons who had been insured through Pearl General Finance Limited and this was the maximum amount for which various persons were insured. Several persons were insured scarcely for Rs. 10,000/- or Rs. 8,000/- and none for more than Rs. 50,000/-. The period of insurance was from 25.1.1990 to 24.1.1991 and the total premium paid for the group was Rs. 5,797/- and these details have been brought here to establish that this policy was for Rs. 50,000/- and not for Rs. 5 lacs. This would go to show that the complainant should have approached the District Forum. Another important plea pressed on behalf of the respondent Insurance Company is that the death occurred on 21.3.1990 and when the complainant was unable to furnish the required detail about which she was reminded from time to time till it was closed on 31.3.1994. There is a letter dated 5.2.1993, Annexure R-1, which shows that a couple of objections were taken and these were not replied to by the nominee and certainly not within a reasonable time. On behalf of the complainant our attention has been invited to Kulwant Rai Singhal and Co. v. The New India Assurance Co. Ltd., I (1999) CPJ 519, where repudiation of a claim after two years was dis-liked. Relying upon this authority, the learned Counsel for the complainant has stressed that in the present case there was no effective repudiation. We do not accept this contention. The complainant had been cold in filing the complaint. The plea of limitation and pecuniary jurisdiction both go againt the complainant and consequently the complaint fails and is hereby dismissed. Complaint dismissed.

