(2003) 03 NCDRC CK 0008

In the National Consumer Disputes Redressal Commission

GURSEWAK SINGH SEKHON APPELLANT

Vs

NEW INDIA ASSURANCE COMPANY LIMITED RESPONDENT

Date of Decision : 27-03-2003

Acts Referred:

Citation : 2003 1 CPC 678 : 2003 2 CPJ 666 : 2003 3 CPR 157

Hon'ble Judges : K.K.Srivastava , Devinderjit Dhatt , MajGenS.P.Kapoor J.

Final Decision : Appeal dismissed in limine

Judgement

1. AFTER hearing the learned Counsel for the appellant and perusing the impugned order of the District Consumer Disputes Redressal Forum-I, U.T., Chandigarh (for short hereinafter referred to as the District Forum) dismissing Complaint Case No. 186 of 2001, we find no merit in this appeal which deserves to be dismissed in limine. Our reasons for this opinion are as under :

2. THE appellant who is the complainant got his Ceilo GLE 1995 model car insured with the O.P. - New India Assurance Company Limited (for short hereinafter referred to as the Insurance Company) for a sum of Rs. 3,00,000/- vide Policy No. 3135330000508 dated 1.9.1999 which was for a period commencing from 1.9.1999 to 31.8.2000. During the continuation of the policy of insurance, the said car met with an accident and it was extensively damaged. THE appellant preferred a claim under the policy of insurance before the Insurance Company/respondent which appointed a Surveyor to inspect the vehicle who submitted his report. THE Surveyor submitted his report to the Insurance Company in which he gave his opinion that the repairs of the car would involve an expenditure which would be much higher than the prevalent market value of the Cielo Car of the model which was got insured by the appellant and which according to the report of the Surveyor was around Rs. 2,10,000/-. THE Insurance Company accepted the report of the Surveyor and settled the claim for a sum of Rs. 2,10,000/- and offered the same to the appellant who accepted the said amount in full and final settlement though according to the appellant it was done under compelling circumstances inasmuch

as he was supposed to sign the discharge slip before the amount settled by the Insurance Company could be paid to him despite the fact that he did not agree to the amount of settlement of the claim. In the instant case, it is not disputed that the Surveyor gave his report regarding the market value of the car at Rs. 2,10,000/-. The contention of the learned Counsel for the appellant is that he had entered into an agreement for the same of the said car with some person for a sum of Rs. 2,85,000/- and had received an advance of Rs. 10,000/- from him on the said agreement valid on account of the car having been involved in the accident and damaged extensively and beyond repairs. The learned Counsel for the appellant fairly conceded before us that apart from this agreement, no other evidence was led by the appellant to prove that the market value of the insured car prevalent at the relevant time was much less than the one which was reported by the Surveyor. In the absence of any such cogent evidence, it is difficult to hold that the Surveyor assessed the market value of the insured vehicle at an amount which is grossly inadequate than the prevalent market value of the car.

In this view of the matter, the Insurance Company/respondent was justified in offering, as per the terms and conditions of the policy of insurance, the market value of the car as a case of total loss to the appellant for a sum of Rs. 2,10,000/- which has also been accepted, may be under protest by the appellant and there is no deficiency in service on the part of the respondent Insurance Company. The District Forum has, in our considered opinion, rightly dismissed the complaint. The appeal is dismissed in limine with no order as to costs. Copies of this order be seat to the parties free of charge. Appeal dismissed in limine.