(1999) 07 NCDRC CK 0054

In the National Consumer Disputes Redressal Commission

H.S.VERMA — APPELLANT

Vs

UNITED INDIA INSURANCE COMPANY Limited — RESPONDENT

Date of Decision : 14-07-1999

Acts Referred:

Citation : 1999 2 CLT 303 : 1999 2 CPC 127 : 1999 3 CPJ 67 : 1999 3 CPR 177

Hon'ble Judges : P.N.Nag , I.D.Bali , Krishana Tandon J.

Final Decision : Complaint dismissed

Judgement

1. BY this complaint the complainant has prayed that the respondents should be directed to pay an amount of Rs. 5.50 lacs alongwith interest @ 18% per annum from the date of demolition of the building i.e. from 20.9.1996 till the payment is actually made and in addition, an amount of Rs. 2.00 lacs as compensation on account of damages for mental agony and harassment.

2. THE relevant facts of the complaint are that the complainant purchased a piece of land in the year 1973 situated in Village Sultanpur, Tehsil and District Ambala (Haryana). He constructed a house thereon for a value of Rs. 5,51,200/- by borrowing a loan from the Punjab National Bank, Totu (Shimla). THE complainant insured his house for total value of Rs. 5.50 lacs with the respondents (hereinafter to be referred to as Insurance Company), from 11.6.1996 to 10.6.1997. According to the complainant the building had been demolished by the National High Way Authorities during the period when the Insurance admittedly was in force. Consequently on demolition of the building the complainant preferred the claim with the Insurance Company for the loss suffered by him on account of such demolition. Unfortunately, the claim has been repudiated by the Insurance Company on the ground that demolition by the State Authorities is not an insured peril. THE complainant has, therefore, been constrained to file the complaint. We have heard the learned Counsel for the parties.

We have seen Annexure R-I, wherein the following risks have been enumerated for which the Insurance Company is liable to indemnify the insured : 1. Fire. 2.

Lightning. 3. Explosion/implosion but excluding loss or damage to boilers (other than domestic boilers) economisers or other vessels, machinery of apparatus in which steam is generated or their contents resulting from their own explosion/ implosion. 4. Riot, Strike, Terrorist and Malicious Damage as per Riot, Strike, Terrorist and Mallicious Damage clause printed thereon.

3. IMPACT by any rail/road/road vehicle or animal. Aircraft and other aerial and/ or space devices and/or articles dropped therefrom excluding destruction or damage occasioned by pressure waves caused by such devices.

4. STORM, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation. Subsidence and landslide (including rock slide) damage. Earthquake fire and shock. This insurance does not cover : 1. Loss by theft during or after the occurrence of any insured peril except as provided for in Riot, Strike, Terrorist and Malicious Damage Clause. 2. Loss or damage to property occasioned by its own undergoing any heating or drying process. 3. Loss or damage occasioned by or through or in consequence of- (i) the burning of property by order of any Public Authority. (ii) Subterranean Fire.

5. From the perusal of the risks aforementioned, it is clear that the peril of demolition of the building by the National High Way Authorities is not covered under the insurance policy. The Insurance Company is justified in repudiating the claim as the loss has occurred due to non-operation of any peril mentioned in the policy.

6. It is not necessary to decide other objection of the Insurance Company that the Commission has no jurisdiction or necessary parties have not been impleaded. In the light of what is discussed above there is no force in this complaint and is accordingly dismissed with no orders as to costs.

Complaint dismissed.