(2015) 04 NCDRC CK 0019

In the National Consumer Disputes Redressal Commission

Julismon Tariang APPELLANT

Vs

NEW INDIA INSURANCE CO LTD RESPONDENT

Date of Decision : 01-04-2015

Acts Referred:

Citation : 2015 2 CPR 549

Hon'ble Judges : J.M.MALIK , S.M.Kantikar J.

Advocate : K.P.S.RAO , A.SUBHASHINI , RAMESH KUMAR , Iti Johri

Judgement

1. THE case of the complainant, Smt. Julismon Tariang, is that due to cyclone, she suffered a loss in the sum of Rs.37,15,220/ - and claimed interest @ 18% p.a.,, against New India Assurance Co. Ltd, the OP, vide this complaint filed in this Commission on 12.03.2001.

2. THE complainant is a Proprietor of the Meghalaya Calcinates and Chemicals, a registered SSI Unit at Lumshnong, Jaintia Hills, Meghalaya, with its office at Upper New Colony, Laitumkhrah, Shillong. The said unit was set up in the year 1994 after having financial loan from MIDC and working capital loan from Punjab National Bank, Shillong. The Punjab National Bank had insured all the unit''s plant and machinery, stock of lime, coal, etc., which also covered fire and earthquake risks with the New India Assurance Co. Ltd. She paid the insurance regularly from 1995 onwards. On 24.09.1997, additional insurance cover was obtained by her for cyclone, tempest, tornado, hurricane, typhoon, flood and inundation.

3. IT is explained that on 29.09.1997, there was continuous heavy cyclone as a result of which CGI sheets of the storage building were blown off and cyclonic rains damaged the entire stock of lime and caused heavy damage to the storage building. The Gramsevak was informed immediately. A report was also made to the New India Assurance Co. Ltd., the OP''s Branch Office, vide letter dated 04.10.1997, when the rains/cyclone stopped. The complainant sent spot photographs of damage of storage godown and stock of lime, as required. The complainant was asked to submit assessment of damages with proof. The

complainant contacted Sh. Y.N. Gautam, MIE, CE (Ind.) F.I. V (I) Chartered Engineer and approved registered valuer of lower lachumere, Shillong. Sh. Gautam verified the site and prepared detailed estimate of damages to the building and stock of lime, in the sum of Rs.37,15,220/ -. In the meantime, the OP deputed Sh.J.S. Chaudhary, Investigator and Recovery Agent -cum -Tracer on 27.10.1997 to investigate the claim. The complainant was asked to submit records. The complainant assisted the OP.

4. THEREAFTER , the OP deputed Sh. A.Banerjee, Surveyor and Loss Assessor, in February, 1998. The complainant submitted the requisite documents vide her letter dated 06.04.1998, in response to Surveyor''s letter dated 12.03.1998. However, no action was taken. The complainant sent a reminder on 07.08.1998. Meanwhile, the insurance policy expired on 28.07.1998 and the Branch Manager of the Punjab National Bank informed the complainant that the Insurance Co. vide their letter dated 25.09.1998 refused to renew the policy for the subsequent year, 1998 -99 till the same was physically verified by their Engineer. However, after about 22 months, on 30.07.1999, the insurance company repudiated the claim on various grounds.

5. THE first ground of repudiation was that if mid -term cover is granted as extension of fire policy, then, the cover would commence after 15 days'' from the date of receipt of premium. However, the OP could not support its case with any clause. Again, the insurance company had charged the premium for the entire year. The condition that it will come into effect after the expiry of 15 days'', was never disclosed.

6. SECONDLY , the factory was damaged prior to the taking of extra premium and there was no loss by cyclone, etc. The complainant explains that the Meghalaya State is situated and bordering near Bangladesh and the Bangladesh cyclone caused destruction with speed in excess of 150 km/hr. News -cuttings have been placed on record, vide Annexures 17, 18 and 19. The report of Block Development Officer has been placed in support of her case.

7. THIRDLY , the complainant could not prove his stock, as per clause 3. However, according to the complainant, the necessary papers, as required by the Investigatory were provided to them which were also placed on record as Annexures 7, 10 and 12.

8. THEREAFTER , a number of letters dated 31.07.1999, 20.12.1999, 07.04.2000 and 04.09.2000, vide Annexures 23 -26 were sent by the complainant for reconsidering the case, but the needful was not done. The complainant could not make repayment of the loan to the MIDC and PNB, with which the plant and machinery, stock of lime were hypothecated and those continued to charge interest @ 18.75% p.a. from the complainant. Ultimately, this complaint was filed with the following prayers : - "a) That the Opposite party be directed to pay the insurance claim amounting to Rs.37,15,220/ - under cover of the policies along with interest @ 18% p.a., from the date of incident till its payment.

b) mental agony, torture due to mismanagement of insurance company.

c) costs of litigation

d) any other relief which this Hon''ble Commission deems fit may kindly also be granted to the complainant".

9. THE OP has contested the present case. It is admitted that the OP issued a fire policy in respect of coal, valued at Rs.6,00,000/ - and Rs. 4,00,000/ - for lime, total being Rs.10,00,000/ - lying at their premises. The OP also issued fire policy for the said period in respect of the building valued at Rs.22,35,000/ -, as per list attached. The complainant also requested for enhancement of coverage of lime from Rs.4,00,000/ - to Rs.35,00,000/ - and also coverage for earthquake in respect of the second policy, after collecting additional premium from the said date, i.e. 24.09.1997.

10. IT is averred that coverage extended from 24.09.1997 was in violation of the Guidelines of the Tariff Advisory Committee, effective from 01.10.1994, wherein at Part -III, Section 10 (10) dealing with special perils, i.e., storm, cyclone, typhoon, Tornado, tempest, hurricane, flood and inundation and in addition, it is provided that in case of mid -term cover during the currency of the policy, the additional cover would commence 15 days'' after receipt of premium by the Divisional Office / Branch Office of the OP covering fire insurance and the insurer was to ensure that the effective date of cover (i.e., 15 days'' after the date of receipt of premium) is clearly indicated in the endorsement. It is alleged that the additional cover was thus obtained by the complainant fraudulently and in collusion with OPs Branch Office, in an illegal manner, on 24.09.1997, i.e., the same date when the request for additional cover was made by the complainant, without complying the mandatory conditions in the tariff. Again, no inspection of the factory took place particularly when there was an abnormal increase in cover in respect of lime from Rs.4,00,000/ - to Rs.35,00,000/ -, which remained unexplained.

11. THE above said investigator vide letter dated 18.12.1997 requested the Meteorological Department, Shillong, to specify whether, there was any natural calamity of the type alleged by the complainant at the factory premises. The Regional Meterological Department, Guwahati, informed that its Department did not have an observatory at Lumshnong and that the weather report recorded for Silchar from 1800 hrs of 29.09.1997 to 0900 hrs of 30.09.1997 was "intermittent light rain since 0230 hrs to 0300 hrs and since 0300 hrs to 0830 hrs", the rainfall from 0830 hrs of 29.09.1997 to 0830 hrs of 30.09.1997 was 7.6 millimeters and the maximum surface winds were 4 km/hr. He did not mention about the hurricane, cyclone or storm, as alleged by the complainant. The investigator submitted his report dated 25.02.1998 (Anx. R -11) stating therein that the endorsement for additional coverage was taken on 24.09.1997 by the insured after the occurrence of the loss. He also raised a doubt that the increase of the insurance cover for lime to Rs.35,00,000/ - within a span of two months'', was

also found to be unjustified.

12. THE Surveyor, vide his report dated 09.04.1998 (Anx. R -12), mentions that as per statement recorded by him of Shri Ram Prakash, (Anx. R -13), one of the labourers engaged by the complainant for carrying out repairs, the damage was caused prior to 29.09.1997. He also recorded the statement (Anx. R -14) of Sh.Gopal Talukdar who was running a small grocery shop in the factory campus, which reveals that the loss had occurred in the end of August, 1997. The Surveyor submitted that inspection of production and stock register revealed that the factory was shut down w.e.f. 01.09.1997, which was attributed by the complainant to instructions received form Hindustan Paper Corporation Ltd., to stop supply of lime produced by the complainant, vide letter dated 14.08.1997, marked as Anx.R -16. The Surveyor could not notice that the damage was caused on account of the cyclonic storm as alleged, but opined that it was caused on account of chemical reaction from lime due to seepage of running water through holes in the CI sheets and left it to the OP to decide the admissibility of the claim as per terms and conditions of the policy.

13. WE have gone through the written synopses and heard the counsel for the parties, at length. Counsel for the complainant has invited our attention towards the policy stating therein that the insured would be liable for the following losses, "(h) Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrence, namely,

ii) Typhoon, Hurricane, Tornado, Cyclone or other atmospheric disturbances, flood and

inundation.

iii) xxxx".

Counsel for the complainant vehemently argued that it certainly comes within the purview of above said sub -clause.

14. HE next argued that on 24.09.1997, an additional cover was taken in regard to the lime stock and the stock of lime was increased from Rs.4,00,000/ - to Rs.35,00,000/ - by paying an amount of Rs.11,494/ - as premium for cyclones and storms, etc. The said additional insurance cover was accepted by the OP providing an endorsement for increased liability and on the cover note, it was specifically mentioned that the said cover was effective from 24.09.1997. At the time of taking the policy, the insurance company verified and valued the stock at Rs.35,00,000/ - and stock of coal at Rs.4,00,000/ -. The Bankers of the complainant, i.e., the Punjab National Bank also confirmed the same, as per their books and stock statement. It must be borne in mind that the alleged cyclone took place on 29.09.1997, i.e., just after 5 days'' of the taking of the policy in question.

15. HE further submitted that there are two newspaper clippings of Shilling Times, on record. One clipping goes to show that it was published on Sunday,

28.09.1997, which mentions, as under : - "Dhaka : A severe cyclonic storm that struck southern Bangladesh coastal area early on Saturday left at least 70 people dead and destroyed thousands of dwellings even as ten lakh residents were evacuated, relief officials said. With

A leading Bengali daily Banglar Sani said more than 200 fishing boats and trawlers. The islands of Lalmohon, Taj Mudin, Bhola, Manpura, Char Fasion, Campanyganj, Ramgati and Patualhai bore the brunt of the cyclone. Officials in the cyclone preparedness center said of the number of casualties till 3 PM, local time, twenty -four

people were killed in Bhola and five in ramgati".

, The report clearly means that the cyclone struck on Saturday, i.e. 27.09.1997.

16. THE other newspaper clipping, published on Monday, 29.09.1997, mentions about the fact that 51 persons died in Bangladesh cyclone.

17. IT is interesting to note that in the written arguments, the counsel for the complainant himself mentions that as per the per All India Fire Tariff, if mid -term cover is granted as extension of fire policy ''C'', then the cover would commence after 15 days'' from the receipt of premium by Divisional Office/Branch Office. However, the policy itself mentions, as under : "It is agreed and understood that as from 24.09.1997, the insurance by the within mentioned policy is hereby declared to be increased to Rs.35,00,000/ - in the stock of time and finished goods only".

18. THE endorsement to the effect that the policy would commence after 15 days'' of receipt of the premium is conspicuously missing. It is contended that as per All India Fire Tariff Committee, dated 01.10.1994, it was specifically mentioned that the effective date of cover i.e., after 15 days'' after the payment of premium is to be clearly indicated in the premium.

19. AGAIN , the complainant has filed the report of Block Development Officer (BDO), which clearly goes to show that the correspondence of cyclonic rains, from 26.09.1997 to 30.09.1997, had occurred. The said report of the BDO, dated 27.02.1998, whose name was not clearly mentioned, runs as follows: - "This is to certify that the dates of occurrence viz., 26/9/97, 27/9/97, 28/9/97 and extending upto 30th Sept., 1997 of the Natural Calamity as stated by Meghalaya Calcinates and Chemicals, Lumshnong (Eloka Narpoh) is correct and verified by me. Similar incidents occurring at the same time elsewhere within the Khllehelot C.D.Block were enquired into by our Gramshevaks for extending help under various scheme available in the Block. Natural Calamities viz., cyclonic rains did occur in the area within those above mentioned dates. Further in the incidence, the storage building and stock of lime of the Meghalaya Calcinates and Chemicals, Lumshnong, was also damaged as verified and enquired into by the Gramshevaks concerned."

20. THE OP has repudiated the claim on the ground that the loss was caused due

to rain water but the same was not covered under the policy. It was argued on behalf of the complainant that the Surveyor placed reliance on the report of Guwahati Airport, dated 06.02.1998, which is far away from the area of incident. It is pointed out that this Commission in the case of New India Assurance Co.Ltd. Vs. Bhagat Singh, 2009 1 CPR 85 (NC), came to the conclusion that the insurance company, after having accepted the value of a particular insured good, at the time of insuring the good, cannot disown that very figure on one pretext or the other when they were called upon to pay the compensation.

21. SIMILAR view was taken in National Insurance Co.Ltd. Vs. Priya Blue Industries Pvt. Ltd., Civil Appeal No.3714 of 2005, dated 09.03.2011, by the Hon''ble Apex Court.

22. AGAIN , it was submitted that the OP and the Punjab National Bank have verified the goods. It was also submitted that A.Banerjee, the Surveyor, had submitted that stock of lime, finished product, etc., were kept inside the lower shed, areas adjoining kilns and storage room. The lime in storage room comes into contact with the water which entered through holes in the storage room which caused damage to the storage room in the building. The Surveyor also submitted that the coal has to be obtained from Dhanbad as particularly required special volatile coal is not available from the nearby areas. He also admitted having checked the books and no abnormality in the stock was found and the accounts were acceptable. It was also argued that the claim of the complainant further finds support from the value and estimate approved by Mr.Y.N.Gautam.

23. IT may also be mentioned that Mr.A.Banerjee submitted his report by assessing the loss at Rs.12,47,163/ - which were already given to the complainant vide order of this Commission, dated 20.08.2004, which runs as follows: "None appears for the opposite party. Heard the learned counsel for the complainant. Undisputedly, the complainant has taken insurance policy covering the lime stock from peril of fire and storm, cyclone, typhoon, tempest, hurricance, tornado, flood and inundation for a sum of Rs.35 lakhs. It is contended that on 29th and 30th September, 1997, there was continuous heavy storm and rains, lime stock was damaged. For this purpose, learned counsel for the complainant referred to the report dated 03.12.2002 submitted by the Surveyor wherein loss assessed is at Rs.12,47,163/ -. No doubt the Surveyor has mentioned in his affidavit that the damage was caused by the rain water and not by occurrence of the storm/cyclone, therefore, complainant was not entitled to recover the same from the insurance company. Prima facie, the stand taken by the insurance company cannot be justified.

In this view of the matter, without prejudice to the rights and contentions of the complainant that the assessment of the Surveyor is erroneous on the ground of valuation of lime per metric tonne, insurance company is directed to pay a sum of Rs.12,47,163/ - to the complainant with 9% interest from 1st January, 1998, till its payment within a period of 4 weeks from today".

Against the above said order, the OP filed an Civil Appeal, which was dismissed as withdrawn on 29.07.2005.

The Counsel prayed that the difference between Rs.25,00,000/ - be granted in favour of the complainant. Mr.Y.N.Gautam has assessed the loss as follows : - 1. Repairs and rectification of roof, etc.

Rs.1,52,788/ -

2. Repairs and rectification to RCC etc.

Rs. 15,000/ -

3. Repairs and rectification to kiln II etc.

Rs. 15,000/ -

4. Loss of stock

Rs.35,52,432/ -

TOTAL

Rs.37,85,220/ -

24. COUNSEL for the complainant further submitted that Mr.A.Banerjee, the Surveyor, did not consider the storage building, godown and kiln against which the claim was lodged. He found that the stock contained in the godown was only found damaged. The price of the goods were taken on the lower side. There is difference of Rs.21,19,315/ - between the complainant and the amount paid as detailed above.

25. WE find force in the arguments advanced by the counsel for the complainant in a measure. It appears that the present loss is covered under the condition h (ii). It must be borne in mind that there is a sufficient distance between Guwahati and Shillong and again from Guwahati to Lumshnong. The fact of cyclone is supported by the evidence of Block Development Officer and newspaper clipping. Mere rainfall cannot cause such a havoc. The following observations made by the Surveyor are germane to the present controversy : - "5 The floor of the building was not of concrete and the structure had CGI sheet double roofing supported on wooden framework. A number of holes / cracks were observed in the CGI sheets through which rainwater could easily enter inside the building. The end trusses on both sides were also not plastered, i.e., not covered with walls, hence was a passage for heavy slanting showers. The entrance and exist to and from the godown were through openings on two sides without any shutters".

The Surveyor further mentions : -

"7.0.0 It was stated by the attorney of the Proprietor that heavy rains had been pouring in the Lumshonong area from 26.09.97 and the downpour was accompanied by a storm on the night of 29th and 30th September, 1997, which caused the roof of the storage godown to droop down. As a result of this, the rainwater had entered inside the godown and caused damage to stocks of lime inside. Damage had also occurred in the building as the walls had collapsed and the RCC colomns had bend. The entire roof structure had also subsequently collapsed".

It must be borne in mind that the insurance company must have seen and inspected the premises before granting the insurance in their favour. Now, it does not lie in their mouth to turn up and place reliance on such like observation. Consequently, the possibility of storm / cyclone cannot be ruled out.

26. NOW we advert to the key issue in this case. From the evidence recorded above, it is clear that the Branch Manager of the Insurance Company was working in cahoots with the complainant. There can be no conflictions on the point that as per All India Fire Tariff if mid -term is granted as extension of fire policy ''C'' then, cover would commence after 15 days'' from the receipt of premium by the Division Office / Branch Office. It was the bounden duty of the Branch Manager to give the endorsement to the effect that the said mid -term cover will commence after the expiry of 15 days. However, the said important line is conspicuously missing.

27. IT appears that the integrity of the Branch Officer is under the cloud. There was no inkling in the evidence on record which may go to show that any action was taken against the Branch Manager. Perhaps the higher authorities are not aware of this fact. Moreover, the higher officers in the department turn a ''Nelson''s eye'' towards the indiscipline which is prevailing in the department, instead of tackling the bull by the horns.

28. IT is the duty of the legal branch of the Insurance Co. to bring all these facts in the knowledge of the GM or MD of the Insurance Co., so that such like omissions do not occur in the future.

29. IT must be borne in mind that the Branch Officer has made an endorsement at his own peril. The OP has not taken any effort to get the same amended. It appears that the OPs have no objection. Therefore, the said endorsement sans the absence of 15 days'', has to be taken as a fact. The evidence further reveals that the complainant was heavily indebted to MIDC and PNB. The OP has proved a letter from MIDC Ltd., dated 20.02.1998, the relevant extract of which runs as follows : - "The total amount of term loan disbursed to Smt.J.Tariang stands at Rs.31.77 lakhs as on 31.3.95 without interest which stands at Rs.5,24,837 till date.

The loan has never been repaid by the promoter.

The properties are hypothecated to the Corporation and will remain so till the term loan including interest thereon is liquidated".

30. THERE is another crucial evidence in the letter dated 14.08.1997 written by

Hindustan Paper Corporation Ltd., which was produced by the complainant herself. The said letter is reproduced here as under : - "To

M/s. Meghalaya Calcinates and Chemicals

Upper New Colony

Shillong 3

Our mill will remain shut for 7 -8 days(.) To avoid

accumulation of huge stock of lime, you are advised to stop the supply of lime for 7 -8 days with immediate effect (.) Supply may be resumed on further instruction from our end (.)

Sd/ -

Manager (Purchase).

HPC Financial close/from 14.8/97 to 10.12.97. Sd/ -

1/12".

This letter clearly goes to show that the main customer of Hindustan Paper Corporation Ltd., stopped the supply of lime for a sufficient period. The complainant has failed to produce the evidence to show that the supply was resumed by Hindustan Paper Corporation Ltd., subsequently. No such letter or instructions saw the light of the day. Consequently, it is clear that although, the work/business of the complainant was in doldrums, yet, they asked for enhancement of lime. All these facts are not compatible with the claim made by the complainant. It is clear that the complainant has not come to the Commission with clean hands.

31. THE Surveyor has made the following observations : - 7.1.0 The insured had not lodged an FIR to any police station to authenticate the loss. Neither any affidavit could be submitted by her. She took the plea that since the factory is located in a remote area, all these formalities could not be done by her . (illegible), she requested Mr.Y.N.Gautam to prepare an estimate of the damaged structure.

8.2.0 As the claim was lodged just after five days

of taking extra coverage on stock, both in the sum insured and also in insured perils, the undersigned made local enquiries to probe into the exact date and time of incidence. The undersigned met Sh.Ram Prakash, S/o.Sambhu Dayal, a permanent resident of Itawa (near Kanpur), U.P., who was engaged on daily wages by the factory owner for carrying out repairs to the damaged structure. As per his statement, he was engaged 10 days before Durga Puja, i.e., from 29.09.97. His statement was recorded by the undersigned and is enclosed separately with this report.

8.2.1 Next, the undersigned met Shri Gopal Talukar who had been running a small grocery shop in the factory campus near labour quarters from September, 1996 and later shifted the shop to the shed near the Administrative Building in October, 1997. As per his statement, the godown was damaged in the last part of August, 1997 after which the factory had remained closed. Later, in course of survey, the undersigned had scrutinized the production register of the factory which showed shut down of the plant, w.e.f. 01.09.97. The cause of the shutdown of the factory as seen from the production register could not be satisfactorily explained by the insured or her representatives. In reply to the undersigned''s queries, the insured produced a letter (REF: CPM/COM/PUR/ LIME/ COAL/97 dated 14.08.97) of HPC asking the insured to stop the supply of for 7 -8 days. The undersigned counter verified the insured''s statement from the Sale Register and found that in page No.18, despatches were made upto 14.08.97 which was again resumed on 02.11.97 as seen from page no.19. No sales were recorded on September, 97 and October 97, the HPC being closed as remarked in the sale register. However, this remark appears to be contradictory to the insured''s note on the HPC''s letter dated 14.08.97 where the HPC has been stated to be closed from 14.08.97 to 10.12.97. On the other hand, the dispatch challan number on 14.08.97 has been recorded as 3031 and that on 02.11.97 has been recorded as 3046 but the whereabouts of the challans in between, i.e., 3032 to 3045 could not be explained by the insured. So, it appears possible that some sales might have been made after the HPC''s reopening (which should be 7 to 8 days from 14.08.97 as per HPC''s letter) and just before the occurrence of the peril, which has gone unrecorded in the sale register.

8.3.0 So, both the production register and the sales register of the factory shows complete shutdown of production, sales and business from 01.09.97 onwards, which the insured attributed was due to close down of HPC and submitted the HPC''s letter dated 14.08.97 in support of her statement. However, as the time mentioned in the same letter is a period of 7 to 8 days only w.e.f. 14.08.97, the insured''s statement remains unproved".

32. AN integument of suspicion envelops the entire case of the complainant. It must be borne in mind that S/Sh. Sh.Sarbesh Tripathi, Sh. Ram Prakash, Ram Snehi and Sh. Lalan Kumar, gave statements to the Surveyor, which were subsequently retracted by subsequent affidavits filed by a few.

33. THE abnormal enhancement of cover from Rs.4,00,000/ - to Rs.35,00,000/ - is based only on Bank statements and is not corroborated by any cogent and plausible evidence.

34. THE Surveyor has assessed the loss at Rs.12,47,163/ - which has already been paid to the complainant with interest as per the order passed by a Bench of this Commission, headed by Hon''ble Mr.Justice M.B.Shah, on 20.08.2004, without prejudice. We are of the considered view that the complainant is entitled to that amount only. The exorbitant increase in stock of lime from Rs.4,00,000/ - to Rs.35,00,000/ - does not stand proved. The other case of the complainant

does not stand established. The report of private Assessor, Mr.Y.N.Gautam, pales into insignificance, in view of the report given by the independent official Surveyor. This view finds support from the following two authorities - United India Insurance Co. Ltd., and Ors. Vs. Roshan Lal Oil Mills Ltd. and Ors., 2000 10 SCC 19 and D.N.Badoni Vs. Oriental Insurance Co. Ltd, 2012 1 CPJ 272(NC). The claim was lodged on 04.10.1997 and the claim was repudiated on 30.07.1999.

35. HOWEVER , before parting from this complaint, one disturbing fact has come to our notice. The OP took inordinate delay in repudiating the claim. The complainant had to wait for a period of about two years. The claim was made on 04.10.1997 and it was repudiated on 30.07.1999. Consequently, we impose costs of Rs.2,00,000/ - upon the New India Assurance Co. Ltd., OP, for approaching the matter in a lackadaisical manner. Out of the said amount, Rs.1,00,000/ - be paid directly to the complainant, by means of a demand draft, drawn in favour of her name and balance Rs.1,00,000/ - be deposited with the Consumer Welfare Fund established by the Central Government under Section 12 (3) read with Rule 10(a) of the Consumer Protection Act, 1986, of the Central Excise Act, 1944, by way of demand draft in favour of "Pay and Accounts Officer, Ministry of Consumer Affairs", payable at New Delhi. Both the amounts, will be paid within 60 days from the date of receipt of copy of this order, failing which they will carry interest @12% per annum, till their realization.

36. TO make the things easier, the OP can deposit the demand draft drawn in favour of the "Pay and Accounts Officer", with the Registrar of this Commission, who will further transmit the same to the concerned Ministry.