(2013) 05 NCDRC CK 0039

In the National Consumer Disputes Redressal Commission

M/S Vee Kay Cotsyn Ltd APPELLANT

Vs

UNITED INDIA INSURANCE COMPANY LTD RESPONDENT

Date of Decision : 28-05-2013

Acts Referred:

Citation : 2013 0 NCDRC 469 : 2013 3 CPJ 66

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

Advocate : S.M.SURI , A.K.DE , RAJESH DWIVEDI , DEEPA AGGARWAL

Judgement

1. THE factory and goods belonging to M/s. Vee Kay Cotsyn Ltd, Mumbai, the complainant, were gutted in a huge fire and the complainant has claimed a sum of Rs.2,57,50,464/- with interest @ 24% p.a. from the date of loss/fire, i.e. on 23.05.1997, till realization. The complainant company is manufacturing cotton, synthetic and blended yarn at Pusad. Raw material used for fabricating the yarn with the help of spindles is cotton and polyster. It is carrying out the spinning activities at Pusad, since 1992 and since then is getting its work insured under various policies issued by United India Insurance Co.Ltd., OP. The complainant obtained fire policy ''C '' and paid premium in the sum of Rs.8,29,640/- for the sum assured to the tune of Rs.23,45,45,000/-. All the insured particulars such as building construction, machinery and assessories, humidity fication, Elect.Install F.F.F., stock of cotton, fibers, semi-finished and finished cotton yarn and others, were mentioned.

2. THE insurance company, OP, repudiated the above said claim of the complainant vide letter dated 08.01.1998, which runs as follows:- "We regret to repudiate our liability to pay your above claim. Pursuant to detailed statutory survey and special investigations into the alleged occurrence following it, we have noticed several irreconcilable inconsistencies and improbabilities in the alleged occurrence, the reported knowledge thereof, duration, effect, unusual conduct and matters relating to inventories and stocks held, etc. All these individually as well as collectively, lead us to irresistibly conclude that condition 8 of the policy has been willfully and knowingly breached, resulting in forfeiture of

the benefits under the concerned policy. Lapses noticed, inconsistencies and improbabilities observed, inter alia, are :- i) The precise cause of alleged fire could not be established. ii) The documents submitted, show inconsistencies as to the duration of fire and knowledge thereof. iii) The surveyors have conclusively established that at the time of the alleged fire, the godown did not contain any fully pressed cotton bales for which claim was lodged. iv) The salvage/debris left-over, after the alleged huge fire was not available for inspection of the surveyors. v) The relevant records pertaining to the period preceeding the alleged occurrence, viz, godown records, gate (inward) records were very sketchy and records for incoming storage and issues for consumption were not produced to substantiate the claim. vi) Physical evidence observed for surveyor also and not support the alleged occurrence of huge fire. Thus, by all counts the claim lodged by you is not found tenable within the meaning of condition No.8 of the policy and here your claim is therefore repudiated. We request you to please bear with this decision. Thanking you, Sd/- (G.N.MAHAKALKAR) DIVISIONAL MANAGER ".

It is alleged that the repudiation of the claim by the insurance company is not only malafide, wrongful, arbitrary, unilateral, etc., but the claim has been repudiated, without any application of mind. The fire took place in the factory, on 23.05.1997, at about 5.00PM, after the first shift was over. About 1200 workers were earning their livelihood by working there. The complainant called for Fire Brigade immediately. Even though the complainant is well equipped with fire hydrants, the OP was apprised of this fact vide telegram dated 23.05.1997 itself. The complainant company reported the matter to the State Bank of India, the Factory Inspector and the General Manager of the State Financial Institution, Sicom Limited, Central Excise Authorities. Request was also made to depute a Surveyor to carry out survey observations on the spot who should be able to assess the loss. All the documents have been placed on record along with complaint.

3. SH .Ghanshyam S.Bhattad, Surveyor along with Sh.G.N. Mahakalkar, Divisional Manager visited the spot on 24.05.1997 at about 3.00PM. He made the following observations :- "Finding : The Fire found broken out in Godown Nos. 2, 3, 1-A and 1-B. In all four Godowns, the stock found yet smoldering the blaze seen in Godown No.2, to both the sides of Entrance and in 1-B to both sides of entrance. In Godown No. 1-A, the stock was to East side of entrance and West side of entrance was empty. In Godown 1-B to East of entrance there was a stock of bales and to West of entrance, the stock was of polyester staple Fiber in small Gunny Bozzas. The entrance to Gdn No.3 was closed and the fire was smoldering and Blaze seen in Gdn. No.2 it was not possible to enter to Gdn No.3 for inspection through Gdn No.2. However, I tried to inspect the same by climbing on roof of Gdn No.3 from its back side and found that stock was fully converted in ash, so also in Godown No.1-A. In Nos.1-B and 2, most of the stock found gutted in fire all around and fire was yet smoldering with few blazes. The band strips of bales seen laying in Godown No.2, 1-A and 1-B where the bales were stacked. The Fire Fighting units had left the factory as the further attempt to control the

fire were possible by factory Hydrants. The Stock: On the date of Fire the stock position before the Fire been noted from the records to 553281 kgs. This includes the stocks of 569 kgs of Poly Staple fiber. Of this 36225 of Cotton lint (in bales) saved from Gdn.No.4 and 517056 kgs., of stock is being reported as gutted in this fire. The loss is claimed @ of Rs.44/- p kg., and worked out to Rs.2,27,50,464/-. The asbestos sheets of the roof found broken for the purpose throwing water to extinguishing fire. The damages to building could not be inspected, if any, due to smoldering fire. There found no any Electrical fittings in any of the Godown. The attributed cause of fire is reported by the Insured as the negligence of any worker in throwing bales lighten cigarette or the friction between the band strips of the bales while handling. The more details will be given in detailed further with snapped photos soon ".

4. THE complainant gave full co-operation to the OP. The media also published this news in the newspaper. The police prepared the ''Spot Panchnama '' on 24.05.1997 at the instance of OP. The police observed that fire also spread and cotton bales were still burning. It is the case of the complainant that the smoke continuously came out till 28.05.1997. The bank authorities visited the ''spot '' and found that the Stock Statements were correct. The complainant purchased raw material from Government Houses and Bills of Purchase have been appended with the complaint and the Stock Statements have been filed with the Central Excise Authorities. Copies of statements were also sent to the Ops. The complainant company also annexed Extracts from Form-IV maintained under Rule 173-G of the Accounts of raw material and consumption only duly verified by the Excise Authorities. Panchanama was also prepared by the Tahsildar on 30.05.1997. Same has also been placed on record. The loss sustained by the complainant was also certified by the Tahsildar. The adjoining works of complainant ''s company is situated in a Ginning Mill of the State of Maharashtra and their huge stocks of cotton are lying there. The Government authorities directed the complainant to segregate the burnt material immediately and without further delay, so the fire does not spread out any further and the same will be helpful in avoiding loss to the godowns of the State of Maharashtra, because any flame or splinter may reach the loose cotton lying outside and to the adjacent grounds of State of Maharashtra. Consequently, the complainant company dumped the burnt stock in a well situated in the factory which is very near to the godown where the incident of the fire took place. The OP also vide their letter dated 24.05.1997 had requested the complainant company to segregate the burnt stock.

5. THERE was internal and malafide delay in the process of claim. The insurance company appointed one M/s.Sunil J.Vohra and Associates as well as M/s. Mehta and Padamse Pvt. Ltd., who kept on asking for more and more details which were supplied by the complainant company without any murmur. All the information was provided vide Annexures 29 to 39 and 40 to 65, showing the correspondence between the parties. It is averred that the claim has been rejected on a ''tailor-made '' words, by making impressive sentences, which are

totally hollow and have no basis and the same are not based on facts. The mere fact that no cause of alleged fire could be established is no ground for repudiation of the claim. The police authorities and the revenue authorities have duly certified that the fire was in existence till 27.05.1997. The independent surveyor of the OP has also certified that there was fire on 24.05.1997 at about 3.00PM when he visited the spot and fire was still smoldering and the blazes were coming from the godown. The conclusion drawn by the Surveyor that there were no cotton bales is totally incorrect and against the record. The salvage/ debris left over after the alleged fire was due to that burnt cotton was segregated at the earliest possible opportunity. To avoid further spread of fire, the complainant company had acted on the advice of the OP. The Government agencies were also insisting that the burnt cotton must be segregated at the earliest. The allegation of the Surveyor that the relevant records pertaining to the alleged occurrence, viz, godwon records, gate (inward) records were very sketchy and records for incoming storage and issues for consumption were not produced to substantiate the claim, is incorrect. The complainant had submitted stock statements, duly certified by the Excise Authorities and the Stock Statements tally for the last more than five years. State Bank of India also fortified the stock statement of the complainant company. Ultimately, the present consumer complaint was filed before this Commission on 06.03.1998.

6. THE main defences of OP are enumerated as hereunder. The bales of cotton were not stored. The photographs taken at the spot also depict that no bales of cotton were burnt. The claim of the complainant was repudiated within one month. The complainant company had defaulted the payments since 1994 and had received the notice from the Official Liquidator in November, 1997. It is, therefore, clear that the complainant was under a severe financial crunch which ended on 31.03.1997 and prior to the fire on 23.05.1997. A company, earlier known as, ''Yeotmal Zila Sahkari Soot and Kapad Girni Ltd. '', was declared as a Sick Unit and was taken over by the complainant, in the year 1992. The claim of the complainant was repudiated under condition No.8 of the policy which deals with fraudulent claim being vitiated. The claim was repudiated after taking into account the preliminary Survey Report of Mr.G.S.Bhattad dated 31.05.1997, the survey report of M/s. Mehta and Padmase and M/s. Sunil J. Vohra and Assoicates, dated 13.06.1997, the further report of Mr.G.S.Bhattad, dated 17.07.1997, Investigation report of M/s. Vasu Associates dated 18.10.1997, respectively. All the documents were considered. M/s.Mehta and Padamse Pvt. Ltd., and M/s. Sunil J. Vohra, Surveyors, in their final report dated 02.12.1997 revealed that the tree tops were not affected or scorched, which would have been, if the fire had raged to that level. This was a fraudulent claim and lacked authenticity. The reports given by the Surveyors are correct. The police had recorded the statements of concerned employees, namely, Mr.Rama Rao D.Harne and Mr.Papamal Lalchand, who, in their separate statements, stated before the police that the fire was extinguished, soon after the occurrence, on 23.05.1997, itself. Both the parties have led evidence by way of affidavits.

7. WE have heard the counsel for the parties. The counsel for the complainant vehemently argued that the complainant has bolstered its case with oral as well as documentary evidence. The complainant has submitted stock statements, duly certified by Central Excise Authorities with quarterly figure-to-figure for the last five years and were duly submitted to OP. The said statements are collectively marked as Ex.CW-1/1 to 1/18. Extract from Form IV maintained under Rule 173 G of the Accounts of raw material and consumption duly verified by the Excise Authorities were placed on record as Ex.CW1/19. The authenticated bills issued by the Government Bodies/Houses were also produced. The company itself is well equipped with the hydrants. The fire brigade was immediately informed vide Ex.CW1/16 as well as the insurance company vide Ex.CW1/5. The matter was reported to Factory Inspector, Bankers, Industrial Safety and Health, Central Excise, etc., and also to police authorities vide Ex.CW1/6 and 7, Panchanama, Ex.CW1/8 was prepared and the correspondence with Tehsildar, Exs.CW1/9 to CW1/12, were placed on record. The fire incident was covered by various newspapers, such as, Ex.CW1/15, the complainant was asked to segregate the burnt stocks vide Ex.CW1/14, Tehsildar also directed the complainant to arrange for completely extinguishing the fire to avoid further damages, vide Ex.CW1/12. The burnt stock was dumped vide CW1/12 to CW1/14.

8. IT was argued that even the reports of the Surveyors clearly go to show that there was a fire and loss. Sh.Ghanshyam S.Bhattad, Surveyor and Loss Assessor declared this fact in the report which is already mentioned above. It was argued that it was difficult to fathom as to why M/s.Mehta and Padamsey Pvt. Ltd. and M/s. Sunil J.Vora, Surveyors did not make any assessment and contended that they were making preliminary survey report dated 26.05.1997. Even in their interim report, submitted on 15.07.1997, they did not make assessment. On 02.09.1997, Investigation report of Loss Prevention Association of India was made. On 18.10.1997, consolidated investigation report of M/s.Vasu Associates was filed. Final survey report of M/s.Mehta and Padamsey Pvt.Ltd., and M/s. Sunil J.Vohra, Surveyors was made, but there was no assessment made on quantum. However, the Surveyors under 14.2 ''Insured ''s claim on building '', observed that the insured consequently refused their estimates downwards to Rs.6,79,200/-. The final loss assessment report regarding stock was made by M/s.N.Veeraraghavan, Surveyors, after 13 years of the fire incident, on 02.02.2011, where it was opined that the stock will be of 80,826 kgs., of waste in borahs valued around Rs.5,65,782/- and 10 bales of cotton stock valued around Rs.72,600/-. The total stock loss was around Rs.6,38,382/-. The Bankers also certified and furnished to the insurance company, stock statement showing month-wise stock position, which was also verified and found to be correct, vide Ex.CW1/17. Photographs, CW1/41 clearly reveal that the fire had gutted cotton bales and other articles. Copies of the Daily Raw Material record were also furnished. The police investigation report Ex.CW1/39, mentions as under :- "With reference to above cited reference, your Labour Officer, Sh.S.P./Pole. As per his written complaint dated 23.05.1997 regarding Fire to godown, visited on spot on

dated 24.05.1997 and prepared spot panchanama from time 8.00 to 9.30 morning. At the time of preparing spot panchanama, the fire was of huge intensity. The bales were burning at the time of panchanama and there was smoke in godown. The fire was not extinguished completed upto 28.05.1997, there was smoke coming out ".

9. AGAIN , the claim of the complainant was illegally repudiated. The police authorities declared that the loss was at Rs.2,60,19,000/- , Panchanama prepared by Tehsildar assessed the loss at Rs.2,67,21,000/-. The verification certificate issued by State Bank of India, Stock Statement of cotton bales, photocopies of Form RT5, variety-wise cotton stock, etc., copies of which have been included and placed at Ex.CW1/ 1 to CW1/LXVI. Audit accounts have also been filed on record. Photocopies of ledger book were also filed. The complainant has filed statement showing loss of cotton due to fire, which copies show that the loss amount comes to Rs. 2,27,50,464/-.

10. THE allegations and documentary evidence filed by the complainant appears to be attractive but loses its sheen when tested on the touchstone of the evidence, facts and circumstances of the case. To top it all, there is no concrete evidence which may go to show that the bales were burnt in a large number. On the contrary, the reports of the Surveyor appears to be correct to this extent. We have seen the photographs placed before us. It does not appear from the remnants that the bales were burnt in a large number. If the bales were burnt, they would have remained in a standing position. Secondly, only one fire brigade was in a position to extinguish the fire. The receipt given to the fire brigade goes to show that only a sum of Rs.930/- were incurred for the services rendered by the fire brigade. It clearly goes to show the magnitude of fire which occurred there. A veil of suspicion covers the reports given by the police and Tehsildar. The fire cannot continue till 28.05.1997. There is difference between the ''fire '' and ''smoke ''.

11. THE story that the labourers doused the fire and segregated the burnt articles appears to have been made out of whole cloth. No photographs of well in which the burnt articles were dumped, were ever taken. No request was made to the Surveyor to take the photographs of the well, as well. Nothing was recovered from the well. There is not even an iota of evidence which may go to reveal that the request was made by the complainant to visit the well and take its photograph(s). This story does not just stack up. 3000 bales cannot be burnt in a jiffy. It will take enough time. The departure of Fire Brigade immediately, clears everything about this incident. The complainant has not approached this Commission, with clean hands. Mr.G.S. Bhattad, merely mentioned that in the godown, one way to East of Entrance, there was stock of bales and rest of the Entrance, the stock was of polyster fiber, in small gunny bosas. Had there been around 3000 gunny bags, there would have been a big fire.

12. IN its preliminary survey report, M/s.Mehta and Padamse Pvt. Ltd., and M/s. Sunil J.Vohra, Surveyors, mentioned the following facts. The fire was brought

under control by about 20.30 hours on 23.05.1997. The complainant, however, reported that watering and cooling operations were reportedly continued till 25.05.1997. Cause of fire could not be established. There was no electricity in the building. The affected godowns were locked at the time of fire. There had been no access to the godown compartment after 3.00PM. According to their enquiries, it transpired that the compound area where the godown building is located is also under security watch, cigarette/ beedi smoking at the mills is also prohibited. At the time of their visit, the affected compartments were godown Nos. 1A, 1B and 2, had been clear of all debris and salvage. Consequently, the Surveyors could not inspect the debris. The Complainant had removed 207 bales which were not affected. They also explained that "insurers may note that clearing out of debris/salvage and physical evidence from the affected godown appears prior to our inspection has hampered our inspection and assessment. It is not understood why the Surveyors were not taken towards the well. Vide their report dated 13.06.1997, they also explained that they have done continuous detailed verification because there were various inconsistencies which they have observed during the course of survey. They filed Interim Survey Report on 15.07.1997. In para 15.0, they came to the following conclusion, which is reproduced, as under:- "1) Evidence of the fire having been thrown away before our visit. 2) Insured not producing basic stock records. 3) Threats perceived by the surveyors who were "gheraoed " by the Union apparently under instigation by the insured. We find ourselves unable to proceed further in the matter unless there is a positive change, in the insured ''s attitude ".

There is Investigator ''s report dated 02.09.1997, which reads, as under : "It is worth noting in this context that the preliminary survey (conducted on 24.05.1997) report mentions that the amount of ash found in godown No.2A and 1B was found to be very less, contradictory to the quantity of cotton in bales from stored over there. Further, it also states that no iron hoops (straps of the bales) were noticed in godown No.2B which appeared to have been most badly affected in fire. However, as per the insured, F.P.bales (total 640 Nos.) were reportedly stored in godown No.2B. Hence, the actual stock position in all the godowns may be verified from the daily stock register for incoming issue, closing stock maintained by the mill, any despatches of bales made by the mill to other parties from the delivery challans maintained in the factory and at the security, statements submitted to the bank, etc., in order to ascertain the exact quantity of cotton that would have been burnt in the fire. In this context, it may also be kept in mind that the iron hoops (being this metal strips) are likely to melt totally or become brittle and get totally destroyed leaving no residue behind if very high heat condition prevails at the time of fire ".

13. THERE is a Consolidated Final Investigation Report, merging 314 and 391 of date 7th September and 12th October, respectively, submitted by M/s.Vasu Associates, dated 18.10.1997, the relevant para of which is very important and the same is reproduced hereunder:- "As we were travelling to Pusad on 2nd September, 1997, we initiated a casual talk with a fellow-passenger by name,

Mahalkar, who happened to be one of Cotton Growers of Pusad Area. Earlier, he was working as Public Prosecutor at Nagpur. He is also practicing at Nagpur on the Criminal Side, after retirement. He told us that he travels to Pusad once every 10 days to monitor the farm he has near Pusad. When we asked him whether he came to know of any major fire in Pusad, in the last 5 months and heard in the negative. He also told us that it was the 1st time he was hearing of fire in Pusad area and that too, of such a big magnitude. When we asked him whether it could be possible that 2985 bales would have been brought to ashes in 2 1/2 hours '' time, he said it is not only possible but improbable too. With that information, we landed in Pusad ".

It was further reported that : "The fire could not have occurred because, there is no light, smoking is prohibited, hoops were not there for it to create friction because on that day there were no bales available in the mill godown. Even by the rarest of the rare chances it could be proved that bales were there, the godown was shut around 3 ''O clock on that day but the fire claimed to have occurred at well past 4.30 in the evening. Conclusion:- From the exhaustive enquiries we made, we have come to the feeling that Insured was making a fraud claim on us. This is supported by the stock statement documents given by the Insured to the bankers that, they had no bales but only loose stocks. If there were only loose stocks there could not have been fire because, there were no hoops to create a spark igniting the cotton. Therefore, the claim is terminological in-exactitude and merits no consideration for reimbursement ".

The surveyor also found that there were loose stocks but there were no bales.

14. LASTLY , there is Final Loss Adjustment Report by M/s.N.Veeraraghavan, dated 02.02.2011. The following extracts are relevant, and the same are being reproduced, as under :- "9.1.1 The analysis of the details of the final survey report, its photographs, correspondence from Police Panchnama, Fire Service Report, etc., clearly raises questions regarding the extent of fire damage as claimed by insured and also questions regarding any FP Bales damaged. The Physical evidence of the damage to the building as could be seen from the photographs in the survey report did not show presence and damage to heavy stock of cotton bales as claimed by insured, such stock of cotton bales, if present in the Fire affected godown, it would have left clear trail of bale marks on the walls and on the floor. Also the presence of such stock of bales would have led to collapse of the stacking after fire and available in both fully burnt and semi-burnt stacks. No such evidence was available in the photos. Seen from the ground evidence as available from the various photographs in the Survey Reports, as well from the Photo Album collected from Insured (Exhibit 1) on 13.08.2010 while at Delhi, it could be confirmed that there was no stock of bales in the fire affected godown. The photos pages 195-200 of Exhibit 1 only show probable presence of borah stock burning. Presence of cotton bales as claimed by insured would have left clear collapse of bales both burnt and semi-burnt. This could be inferred and confirmed from photos of Exhibit 2. The photos of Exhibit 2 are from

fire damage to godown having 3000 and 4000 bales. The photos of Exhibit 2 clearly show bale marks on the walls and also collapsed bales stocks present after the fire accident. These photos are from 2 independent fire accidents and the fire having been put off after more than 24 hours of firefighting ".

9.1.10. If the fire were to have been involved with the quantum of stock of about 2954 bales weighing about 4,87,000 kgs of cotton and claimed by insured, as having been completely damaged and burnt to ash, would have led to release of huge heat loads ". 9.1.11 Considering such heat load factor, and the claim of damage of stock around 4,87,000 kgs, of cotton would have led to the severe damage to the godown structure. The damage to the godown with only one Section roof damage and shutters established that there was no such storage of huge stock as claimed by insured ". 9.1.13 The comparison of the photos of the insured ''s site and the photos of fire at other units in (Exhibit 1 and 2), clearly establish that the insured ''s godown at the time of fire did not have any substantial bale stocks. This is inferred from the absence of bale marks on the walls and floor of the insured ''s godown. The evidence of heavy stack of bales in other units is clearly seen from clear bale stock marks on the walls and floor. Also the photos enclosed as Exhibits C.H.1/41 (Exhibit 1), are clearly seen as different from the fire damaged photo at other locations in Exhibit 2. This is particularly so that the collapse of bales stock in the fire was clear and evident in the Exhibit 2 of other unit ''s fire while absence of such evidence at the insured ''s godowns show that the stock of bales in Insured ''s godown was only very minimal at the time of fire ".

9.1.14 Hence, taking into account all these factors of absence of appropriate records for stock and purchases, and also considering all the available ground evidence (as seen from photos, narration of survey reports, and the comparative photos of fire from similar godown fire), the stock loss assessment has to be done based on the physical evidence only ". 9.1.27 Hence, the loss assessment to stock will be of 80,826 kgs of waste in borahs valued around Rs.5,65,782/- and 10 bales of cotton stock valued around Rs.72,600/-. Adding both the stock loss assessed is around Rs.6,38,382/- ".

The Hon ''ble Apex court in United India Insurance Co.Ltd. Vs. Roshanlal Oil Mills and Ors., (2000) 10 SCC 19 was pleased to observe, as under :- "7. The appellant had appointed joint surveyors in terms of Section 64-UM (2) of the Insurance Act, 1938. Their report has been placed on the record in which a detailed account of the factors on the basis of which the joint surveyors had come to the conclusion that there was no loss or damage caused on account of fire, was given and it was on this basis that the claim was not found entertainable. This is an important document which was placed before the Commission but the Commission, curiously, has not considered the report. Since the claim of the respondent was repudiated by the appellant on the basis of joint survey report, the Commission was not justified in awarding the insurance amount ot the respondent without adverting itself to the contents of the joint survey report specially the factors enumerated therein. In our opinion, non-consideration of this important document has resulted in serious miscarriage of justice and vitiates the judgment passed by the Commission. The case has, therefore, to be sent back to the Commission for a fresh hearing ".

15. AGAIN , in D.N.Badoni Vs. Oriental Insurance Co.Ltd, 1 (2012) CPJ 272 (NC), it was held that "it is well settled law that a Surveyor ''s report has significant evidentiary value, unless it is proved otherwise, which the complainant has failed to do so, in the instant case ".

16. SIMILAR view was taken in other cases, such as Ashu Textiles Vs. New India Assurance Co.Ltd. and Anr.,III 2009 CPJ 272 (NC) and New India Assurance Co.Ltd., Vs. Febama Agencies, I (2013) CPJ 133 (NC). The complainant has not produced solid and unflappable evidence to support his case. It has made a vain attempt to make bricks without straw. It ''s namby pamby pleas lead us nowhere. We are left with no option but to place reliance upon the report of Surveyors, even after it was prepared in the year 2011, on the basis of other Surveyors '' reports, prepared in 1997-1998.

17. IN the result, we accept the reports given by the Surveyors and direct the OP to pay an amount of Rs.6,79,200/- plus Rs.6,38,382/-, total being Rs.13,17,582/-, with interest @ 9% p.a. from the date of incident, i.e. 23.05.1997, till its realization. The process in settling the claim was taken up in a lackadaisical manner. The incident took place in the year 1997, and the final report of the Surveyor is dated 02.02.2011. There is long gap. The law does not require that this much delay should be taken. We, therefore, impose compensation in the sum of Rs.3,00,000/-, towards harassment, mental agony, litigation expenses, etc., payable by the OP to the complainant, within a period of 60 days, otherwise, it will carry interest @ 9% p.a., till its realization.

