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(2016) 06 NCDRC CK 0013

In the National Consumer Disputes Redressal Commission

Case No : 2 of 2010

NATIONAL BULK HANDLING CORPORATION LTD. APPELLANT

Vs

RESPONDENT

Date of Decision : 22-06-2016

Acts Referred:

Constitution of India, Article 226 - Power of High Courts to Issue certain writs
Contract Act, 1872, Section 28 - Agreements In restraint of legal proceedings void

Citation : 2016 3 CPR 203

Hon'ble Judges : V.K. Jain

Advocate : Indu Malhotra,?Prashant Singh, ?Rakhi, ?Parag Khandhar, ?Aditya Dewan, ?Vishnu Mehra

Judgement

1. The complainant is a Collateral Management Company, which helps farmers, traders, manufacturers etc., in availing loan against the pledge of the commodities. In case of any loss of the pledged commodities, the complainant is liable to make good the loss to the lending bank. The complainant took Fidelity Guarantee Insurance Policy from the opposite party, in respect of the pledged commodities stored in warehouse / godowns at several places. The extent of the said policy for the period from 28.4.2008 to 27.4.2009 was Rs.100.00 crores per year, Rs.50.00 crore per incident and Rs.2.00 crore per person, and it covered 2,100 employees of the complainant. The complainant, on being approached by three firms namely S.K. Sales Corporation, Navbharat Commodities and Navbharat Agro Products, entered into agreements with the said firms for storing commodities including Urad and Mentha oil in their warehouse at Gadarpur in Distt. Udham Singh Nagar, Uttarakhand. The complainant was appointed as the Collateral Manager for the said commodities and it deployed the security guards hired by it from the security agency, besides its own field staff. On being informed on or about 06.11.2008 of the unauthorized removal of the Urad, which had been financed by HDFC Bank from the concerned godown, the complainant dispatched a team of its officers to Gadarpur to investigate the matter. The

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investigation report submitted on 16.11.2008 indicated several acts of omissions and commission by the concerned employees of the complainant in connivance with the borrowers. In order to prevent further possible loss to the oil and wheat, which had been stored in the said godown and considering the desire of the borrowers to adjust the outstanding against Urad by sale of Mentha oil, 600 drum of oil were shifted to a godown at Bazpur, where a quality check was conducted. The report of the laboratory received by the complainant on 16.11.2008, indicated substitution of the Mentha oil by water in the drums. An intimation of the claim was thereupon lodged with the opposite party on 08.11.2008 and an FIR at the concerned Police Station was registered on 19.11.2008. The concerned employees were thereafter suspended from service. The case of the complainant is that the commodities were removed / substituted in connivance with its employees which was an act of infidelity covered by the insurance policy taken by it. The said employees, according to the complainant, were guilty of committing criminal breach of trust, with a view to cause loss to the banks and the complainant. Since no payment in terms of the claim lodged by it has been made, the complainant approached this Commission seeking payment of Rs.4,17,84,213/-, comprising Rs.70,97,100/- payable to HDFC Bank for the stock of Urad and Rs.3,46,87,113/- payable to State Bank of India for the stock of Mentha Oil, along with compensation etc.

2. Mr. R.G. Verma who was appointed as surveyor to assess the claim lodged by the complainant, while assessing the loss in respect of the urad at Rs.1,04,99,785/- and in respect of the Mentha Oil at Rs.5,42,91,600/-, thereby making a total sum of Rs.6,47,91,385, recommended rejection of the claim. The claim for Mentha Oil was recommended to be rejected on the ground that there was no proof of the employees of the complainant being involved in mixing water in Mentha oil drums and the complainant had failed to carry out weekly verification of the stock. The claim in respect of urad was recommended to be rejected on the ground that the employees of the complainant were not directly involved and there was default on the part of the complainant in intimating the loss to the insurer. The claim lodged by the complainant was repudiated by the opposite party during pendency of this complaint vide its letter dated 15.4.2010. As regards loss of Urad, it was stated in the repudiation letter that the said loss does not fall under the Fidelity Guarantee Policy since it had not taken place due to the insured peril. As regards the loss of Mentha oil, it was stated in the repudiation letter that despite being already aware of the lack of integrity on the part of the borrowers, the complainant had allowed the stock of Mentha oil to be shifted, which amounted to failure of its internal system. In its written version to the complaint, the insurer has relied upon the report of the surveyor in support of repudiation of the claim and has alleged that the loss suffered by the insured was due to dishonest act of the borrowers and not of its employees.

3. Claim in respect of Urad The claim has been contested primarily on the ground that the complainant had committed breach of a mandatory term of the insurance policy by not intimating the loss to the insurer immediately on coming

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to know of the said loss and the loss occurred due to a dishonest act on the part of the borrower and not due to an act of infidelity on the part of the employees of the complainant.

4. The policy issued by the opposite party to the complainant was a Fidelity Guarantee Policy as is evident from the copy of the first policy dated 27.4.2007 and the copy of the policy dated 29.4.2008. The said policy was not a Fidelity (Floating) Insurance Policy. Condition No.1 of the Fidelity Guarantee Insurance Policy reads as under:

1) On the discovery of any act of default or circumstances which may give rise to a claim, the employer shall:

a) Forthwith give written notice to the issuing office of the company;

b) Immediately take all steps to prevent further loss;

c) supply at the request of and free of expense to the company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the company may require.

It would thus be seen that on discovering any act of default on the part of its employees or any circumstances which might give rise to a claim under the policy, the complainant was required to forthwith give notice in writing to the office which had issued the insurance policy.

5. The investigation report dated 16.11.2008 submitted by the officers of the complainant company shows that on 26.9.2008, the warehouse supervisor Mr. Narender Singh Yadav handed over the keys of the warehouse to the borrower for fumigation purposes. This, according to Mr. Yadav, was done on account of his being ill at that time. The report further shows that on 28.9.2008, when Mr. Yadav visited the warehouse, he found that the stock of urad had been taken out of the warehouse. This was immediately brought by him to the notice of the Cluster Head in the morning of 30.9.2008. The matter was also brought to the notice of the State Head on the same date. Both, the Cluster Head and the State Head visited the warehouse on the same day and replaced the locks on 01.10.2008. The supervisor was changed on 03.10.2008. Thus, as far as the loss of urad is concerned, the same had been discovered by the complainant latest by 30.9.2008 when it was brought to the notice of the Cluster Head and the State head. The report of the surveyor shows that the security guard Mr. Ram Singh told him that the borrower Sanjeev Chhabra had come to the godown on 26.9.2008 with keys, opened the godown and told him that he had brought the delivery order and the cash had been deposited. The statement of security guard further shows that four trolley / tractors were used to load urad by 12 labourers and the said loading continued on two days. There is no evidence of any written request having been given by the borrower to Mr. Narender Singh Yadav for delivering the keys to him for the purpose of carrying out fumigation in the godown. There is no evidence of Mr. Yadav having taken any receipt, while

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delivering the key to the borrower. Though, the security guard claimed that the borrower had represented to him that he had obtained delivery orders for urad after depositing the cash, he did not claim to have seen any delivery orders. It would be extremely difficult to believe

that the security guard would have believed the oral representation made to him in this regard by the borrower and would not have insisted atleast upon seeing the delivery orders and / or proof of deposit of the cash before permitting the shifting of urad from the godown. In fact, I find it difficult even to accept the statement of Mr. Narender Yadav that he delivered the key of the godown to the borrower for the purpose of fumigation. In the normal course, the fumigation would have been done in the presence of the supervisor and the security guard. Therefore, in case Mr. Narender Yadav was ill as was claimed by him, he, in normal course, would have asked the borrower to wait for a few days since fumigation was not such an urgent act which could not have waited for a day or two for Mr. Yadav to recover from his alleged illness and supervise the fumigation in his presence. Moreover, there is no evidence of Mr. Narender Yadav being actually ill and not in a position to attend the godown on 26.9.2008. Therefore, in my opinion, the only inference which a reasonable person, on hearing the version given by Mr. Narender Yadav and the security guard Mr. Ram Singh would have drawn could be that urad had been removed form godown in connivance with them and therefore, they had committed an act of infidelity. In any case, based upon the statements made by them, no reasonable person could have inferred that they were only negligent in performance of their duty and were not acting in connivance with the borrower. In any case, even if it is assumed that the complainant could not have been reasonably sure of an act of infidelity on their part, the circumstances in which urad came to be removed from the godown certainly ought to have been reported to the insurer since loss of urad in the aforesaid circumstances could reasonably rise to a claim under the Fidelity Guarantee Policy taken by the complainant. Therefore, the complainant committed breach of Condition No.1 of the insurance policy by not giving immediate written notice of the loss of urad and the circumstances in which the said loss had happened, to the insurer. It was contended by the learned Senior Counsel for the complainant that the complainant was not required to give written notice to the insurer merely on the basis of suspicion and was entitled to make an appropriate investigation before reporting the loss of urad to the insurer. In support of her contention, she relied upon certain observations made by the Hon''ble Supreme Court in Food Corporation of India Vs. New India Assurance Company Ltd. & Ors. (1994) 3 SCC 324. The learned counsel for the insurer on the other hand contended that the requirement of giving immediate written notice to the insurer was mandatory and relied upon the decision of the Hon''ble Supreme Court in Oriental Insurance Company Limited Vs. Parvesh Chander Chadha, Civil Appeal No.6739 of 2010, decided on 17.8.2010. In Food Corporation of India (supra), the complainant had taken a Fidelity Insurance Guarantee Bond from the respondent New India Assurance Co. Ltd. whereby the

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insurer was to indemnify the Corporation for any loss suffered by reason of any breach, by the miller, of any terms and conditions of the agreement between the parties. The policy, inter-alia provided that the Corporation shall have no right under the policy after the expiry of six months from the date of termination of the contract with the millers. Since there was breach of the agreement on the part of the miller, the Corporation demanded payment in terms of the insurance guarantee which it had taken from the respondent. The demand was made before expiry of six months form the date of termination of the contract with the miller. Since the respondent did not meet the demand, the Corporation filed a suit against it for recovery of money, in terms of the Fidelity Guarantee Bond taken by it. The Suit was decreed by the Trial Court but was dismissed by the High Court on the ground that the Corporation was required to file Suit before expiry of six months from the termination of the contract between the Corporation and the miller. The issue before the Hon''ble Supreme Court therefore, was as to whether the restriction of six months, contained in the Fidelity Guarantee Bond, was for exercising the right given under the Bond or for the purpose of filing a Civil Suit. It was held by the Hon''ble Supreme Court that there was no restriction, on the right of the

Corporation to file a suit or legal proceedings even after six months from the date of termination of the contract and the period of limitation for filing a suit would commence from the date when the insurance company refused to honour the claim. It was also held that any contract, restricting the period for filing a suit, would be void in view of Section 28 of the Contract Act. However, during the course of judgment, the Hon''ble Supreme Court came to consider the nature of a Fidelity Guarantee Insurance policy and quoted Para 798 of the Halsbury''s Laws of England, Vol.25, 4 Edition, wherein it is stated that the duty of giving notice of the loss to the insurer th does not arise until the employer has satisfied himself of his employee''s dishonesty and that the employer is under no duty to notify mere suspicion. However, it is further stated in the said paragraph that if the policy fixes a time from the date of loss for giving notice to the insurer, the assured will be unable to recover if the time has expired before he becomes aware of the loss. Relying upon the aforesaid paragraph contained in Halsbury''s Laws of England, the Hon''ble Supreme Court observed that in an Infidelity Guarantee the cause of action has to be ascertained and verified and its enforceability depends upon satisfaction by the insured of dishonesty or negligence of the other side and its intimation either during the contract period or within the time agreed from the termination of the contract. The above referred paragraph contained in Halsbury''s Laws of England, in my opinion, would be of no help to the insured where the term of the policy requires him to give immediate notice to the insurer, in a case where the insured discover any act of default or circumstances which might give rise to a claim under the policy. The said requirement in a case of this nature cannot be said to be a formality, since the purpose of the said notice is to enable the insurer not only to set the law enforcement machinery into motion by reporting the matter to the police but

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also carry out its own investigation and make its own efforts to recover the insured goods. Had immediate intimation of the circumstance in which urad was removed from the warehouse been given to the insurer, in all likelihood it would have either itself reported the incident to the police or would have insisted upon the insured reporting the same. Had that been done, there is a reasonable possibility of atleast part of the urad removed from the godown being recovered by the police. Therefore, the failure of the complainant to report the said incident to the insurer seriously prejudiced the insured in safeguarding its interest. In any case, the complainant should have been reasonably satisfied from the circumstances in which urad came to be removed, that it was an act of infidelity and not mere negligence on the part of its employees.

6. In Oriental Insurance Company Limited Vs. Parvesh Chander Chadha, Civil Appeal No.6739 of 2010, decided on 17.08.2010, the car in question was stolen between 18.01.1995 and 20.01.1995. The FIR was lodged with the police on 20.01.1995 but intimation of the said theft was given to the insurance company only on 22.5.1995. The claim having been repudiated on the ground of the breach of the conditions of the policy, a complaint was filed by the insured before the concerned District Forum, seeking compensation along with interest. The complaint was resisted by the insurance company on the ground that he had violated the conditions of the policy by not intimating the alleged theft for almost five months. The District Forum, State Commission as well as National Commission, having ruled in favour of the complainant, the matter was agitated by the insurance company before the Hon''ble Supreme Court. Allowing the appeal filed by the insurance company, the Hon''ble Supreme Court inter-alia held as under: "Admittedly, the respondent had not informed the appellant about the alleged theft of the insured vehicle till he sent letter dated 22.5.1995 to the Branch Manager. In the complaint filed by him, the respondent did not give any explanation for this unusual delay in informing the appellant about the incident which gave rise to cause for claiming compensation. Before the District Forum, the respondent did state that he had given copy

of the first information report to Rajender Singh Pawar through whom he had insured the car and untraced report prepared by police on 19.9.1995 was given to the said Shri Rajender Singh Pawar, but his explanation was worthless because in terms of the policy, the respondent was required to inform the appellant about the theft of the insured vehicle. It is difficult, if not impossible, to fathom any reason why the respondent, who is said to have lodged First Information Report on 20.1.1995 about the theft of car did not inform the insurance company about the incident. In terms of the policy issued by the appellant, the respondent was duty bound to inform it about the theft of the vehicle immediately after the incident. On account of delayed intimation, the appellant was deprived of its legitimate right to get an inquiry conducted into the alleged theft of vehicle and make an endeavour to recover the same. Unfortunately, all the consumer foras omitted to consider this grave lapse on the part of the respondent and directed the appellant to settle his claim on non-standard basis. In our view, the appellant

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cannot be saddled with the liability to pay compensation to the respondent despite the fact that he had not complied with the terms of the policy.

In the result, the appeal is allowed, the impugned order as also those passed by the District Forum and the State Commission are set aside and the complaint filed by the respondent is dismissed".

In the present case, the complainant not only defaulted in giving written notice of the incident to the insurer it also did not bother to report the matter to the police till 19.11.2008. It is obvious from the investigation report that the complainant had consciously delayed the reporting to the police and the insurer in the hope that the cheques which the borrowers had given to the bank for liquidating his liability would be honoured and if that happens, the bank would not suffer any loss on account of removal of urad from the godown.

7. The learned Senior counsel or the complainant relying upon the Circular dated 20.9.2011 issued by Insurance Regulatory and Development Authority and the decision of the Hon''ble High Court in Dwarika Projects Limited Vs. Oriental Insurance Company Ltd. (2015) 220 DLT 155, contended that since the claim has been found to be genuine by the surveyor, the aforesaid requirement cannot be said to be mandatory and in any case, the delay in reporting the incident to the insurer should be condoned.

8. Vide Circular dated 20.9.2011, IRDA advised the insurer as under: "The Authority has been receiving several complaints that claims are being rejected on the ground of delayed submission of intimation and documents.

The current contractual obligation imposing the condition that the claims shall be intimated to the insurer with prescribed documents within a specified number of days is necessary for insurers for effecting various post claim activities like investigation, loss assessment, provisioning, claim settlement etc. However, this condition should not prevent settlement of genuine claims, particularly when there is delay in intimation or in submission of documents due to unavoidable circumstances,

The insurers'' decision to reject a claim shall be based on sound logic and valid grounds. It may be noted that such limitation clause does not work in isolation and is not absolute. One needs to see the merits and good spirit of the clause, without compromising on bad claims. Rejection of claims on purely technical grounds in a mechanical fashion will result in policyholders losing confidence in the insurance industry, giving rise to excessive litigation.

Therefore, it is advised that all insurers need to develop a sound mechanism of their own to handle such claims with utmost care and caution. It is also advised that the insurers must not repudiate such claims unless and until the reasons of delay are specifically ascertained, recorded and the insurers should satisfy themselves that the delayed claims would have otherwise been rejected even f reported in time. The insurers are advised to incorporate additional wordings in

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the policy documents, suitably enunciating insurers'' stand to condone delay on merit for delayed claims where the delay is proved to be for reasons beyond the control of the insured".

9. In Dwarika Projects Ltd. (supra), the petitioner which had taken a Contractor''s All Risk Insurance Policy, claimed that the intimation of the incident of flooding in which loss was suffered by him had been given on telephone on 25.8.2011, followed by an Email dated 05.11.2011. The Hon''ble High Court, in para 14 and 14.2 of the Judgment, accepted the version put up by the petitioner in this regard. It was further held that in the facts of the case where flood had damaged the subject work, disrupting the work at the subject site, there was enough reason in terms of the above referred Circular of IRDA to condone the delay. However, in the case before this Commission, neither there is any allegation of the oral intimation to the insurer soon after the removal of urad came to the knowledge of the complainant nor are there any circumstances which would justify the condonation of delay in reporting the incident to the insurer. Therefore, reliance upon the decision of the Hon''ble High Court of Delhi in Dwarika Projects (supra) is misplaced. Moreover, the power available to the High Court under Article 226 of the Constitution, being much wider than the powers conferred upon this Commission under the Consumer Protection Act, it will not be in the jurisdiction of this Commission to condone the delay in intimating the loss to the insurer, relying upon the above referred circular dated 20.9.2011 issued by IRDA. As far as the circular issued by IRDA is concerned, it is advisory in nature and does not mandatorily bind the insurer. In any case, there will be no justification for condoning the delay in a case where serious prejudice has been caused to the insured on account of the delay in reporting the incident of loss to the insurer. If the delay in intimating the loss to the insurer is condoned in every case, in a mechanical manner, that would defeat the very purpose behind incorporating the requirement of a prompt notice to the insurer, in the insurance policy and as a result, prejudice the interest of the insurers. Considering the view being taken by me, I am not examining the contention of the learned counsel for the insurer that having been issued on 29.9.2011; the aforesaid circular does not apply to this case.

10. The learned counsel for the complainant has also relied upon the decision of Gujarat High Court in Oriental Insurance Co. Ltd., Ahmedabad Vs. Gujarat State Ware Housing Corporation, Ahmedabad AIR 2003 Guj 159. In the above referred case, the plaintiff / respondent before Gujarat High Court was a statutory Corporation set up by Government of Gujarat and there was delay on the part of the said Corporation in intimating the loss to the insurer. A perusal of the judgment would show that the said Corporation had taken a Fidelity

(Floating) Insurance Policy and not a Fidelity Guarantee Insurance Policy. The policy taken by the Corporation required it to give notice in writing to the insurer within fourteen days of discovering of any fact in respect of which claim might arise. The aforesaid clause contained in Fidelity (Floating) Insurance Policy is

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materially different from the Condition No.1 of the Fidelity Guarantee Insurance Policy taken by the complainant. The policy taken by the complainant required a forthwith written notice to the insurer, whereas Fidelity (Floating) Insurance Policy gave fourteen days'' time to the insured for the purpose. Therefore, the requirement under the two policies cannot be said to be identical or at par. If the insurer gives fourteen days to the insured to report a matter; such a requirement may not be construed as a mandatory requirement, but where the policy requires a forthwith notice to the insurer, the said requirement would be mandatory and this precisely appears to be the view taken by the Hon''ble Supreme Court in Parvesh Chander Chadha (supra). Therefore, the above referred decision of the Gujarat High Court does not help the complainant company.

11. Though, the case of the insurer is that the loss of urad did not take place due to involvement of the employees of the complainant, I find no merit in the said plea. As discussed hereinbefore, urad could not possibly have been removed from the godown without connivance of the supervisor Mr. Narender Yadav and the security guard Mr. Ram Singh. Admittedly, a charge sheet against the employees of the complainant company has already been filed by the police after due investigation. The charge sheet apart, the facts and circumstances of the case, clearly indicate their involvement in the removal of urad by the borrower from the godown under the management of the complainant and therefore, the loss suffered by the complainant is clearly covered under the insurance policy taken by it.

12. Mentha Oil The investigation report dated 16.11.2008 shows that the mentha oil was shifted from the godown at Gadarpur to another godown at Bazpur on 7 and 8 November, 2009 so as to have a th th better control of the stocks. Samples from the designated lots were taken by QC officials on 09.11.2008 for revalidation though visual investigation showed that the drums contained only water. The samples were sent to Alipur Laboratory for detailed analysis and the report confirms that it contained only water. It is not known when the report of the laboratory was received but it had obviously been received on or before 16.11.2008 when the investigation report was submitted to the complainant.

13. The first question which arises for consideration is as to whether the complainant committed breach of Condition No.1 of the insurance policy, in respect of Mentha oil as well by not reporting the substitution of mentha oil by water to the insurer immediately after it came to know of the said substitution. Though, the visual inspection during the testing of samples drawn on random basis indicated that the liquid inside the drum was only water, the decision of the officers of the complainant in directing hundred percent sampling and sending the samples drawn from the drums to the laboratory can be accepted as a bonafide, prudent and cautious act before submitting a reasoned report to the company. The process of hundred percent sampling was completed on 12.11.2008. The investigation report came to be submitted to the complainant company on or after 16.11.2008. Before that, Competent Authority of the

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complainant cannot be said to be aware of Mentha oil having been substituted by water. The matter was reported to the insurer on 18.11.2008. In these circumstances, the insurer, in my opinion, is not justified in contending that there is breach of Condition No.1 of the policy even in respect of the loss due to substitution of mentha oil by water. It is not known exactly when mentha oil was substituted by water. Considering that the drums supposed to be containing mentha oil were shifted to the godown at Bazpur under the supervision of a different set of employees of the complainant company, in all probability the substitution must have happened at a time before the said shifting took place, though the complainant was not aware of it. Therefore, it would be safe to say that even if the substitution of the mentha oil had been reported to the insurer a little earlier than the 18.11.2008 that would have made no difference since, there was no reasonable possibility of mentha oil being recovered by the police at that stage. Therefore, it would be difficult to say that some prejudice was caused to the insurer, on account of theft of mentha oil having been reported on 18.11.2008. I therefore, hold that there was no breach of condition No.1 of the Insurance Policy as far as the loss on account of substitution of mentha oil by water is concerned.

14. The surveyor reported that as per the proposal submitted by the insured weekly verification of the stock was required to be carried out and that was not done. In my view, since this is a case of substitution of mentha oil by water and not a case of removing the drums containing mentha oil altogether from the godown, the said weekly verification would not have revealed the substitution of the mentha oil by water. This is more so, when viewed in the light of the fact that even the seals on the drums supposed to contain mentha oil were found intact. Therefore, the alleged failure to carryout weekly verification of the stock will not disentitle the complainant from reimbursement of the loss suffered by it on account of substitution of mentha oil by water.

15. Though, the case of the insurer is that the loss of mentha oil did not take place due to an act of infidelity on the part of the employees of the complainant, I find no merit in the said contention. Since, mentha oil had been kept in a godown under the management of the complainant and it was being guarded and supervised by its employees, the substitution of mentha oil by water could not have taken place without their connivance. It was just not possible for anyone to substitute the mentha oil kept in hundreds of drums, by water, without the security guard posted at the godown being a party to the said substitution. In fact, since the godown in which the mentha oil had been stored was under the lock of the complainant and the key of the godown used to be retained by its supervisor Mr. Narender Yadav, even his involvement was necessary for substituting the oil kept in 600 drums by water, unless the drums never had mentha oil, and had only water even at the time they were brought to the godown. This is not the case of either party, that there was only water in the drums when they were brought to the godown in Gadarpur. Since the loss of Mentha oil took place on account of an act of infidelity committed by the

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employees of the complainant, the insurer is liable to reimburse the complainant for the said loss.

16. For the reasons stated hereinabove, I hold that since the complainant committed breach of a mandatory condition of the policy by not giving prompt intimation of loss of urad to the insurer, it is not entitled to reimbursement for the said loss. The complainant however is entitled to reimbursement for the loss of mentha oil. The complaint is therefore, disposed of with the following directions:

(i) The opposite party shall pay a sum of Rs.3,46,87,113/- to the complainant for the loss of mentha oil;

(ii) The opposite party shall also pay, to the complainant, compensation in the form of simple interest on the aforesaid amount of Rs.3,46,87,113/- @ 9% per annum with effect from the six months from the date of lodgement of the claim, till the date of payment.

(iii) The payment in terms of this order shall be made within six weeks from the date of receiving a copy of this order.

(iv) The parties shall bear their respective costs.

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