(2005) 10 NCDRC CK 0087

In the National Consumer Disputes Redressal Commission

National Insurance Co. Ltd. APPELLANT

Vs

YOGESHWARI VERMA RESPONDENT

Date of Decision : 17-10-2005

Acts Referred:

Citation : 2006 1 CPJ 104

Hon'ble Judges : V.K.Agrawal , Veena Misra , R.S.Awasthis J.

Final Decision : Appeal dismissed

Judgement

1. BY this appeal, under Section 15 of the Consumer Protection Act, 1986, the order dated 2.4.2005 in Complaint No. 455/2003 by the District Consumer Disputes Redressal Forum, Raipur, (hereinafter called the ''District Forum'' for short) directing the appellant/insurer to pay to the complainant/respondent a sum of Rs. 1 lac with interest, etc., towards Personal Accident claim, has been put under challenge.

2. INDISPUTABLY, the complainant is the owner of Motor Cycle No. M.P.-23-M.D. 3383. It was insured with the appellant/insurer covering the risk from 24.7.2002 to 23.7.2003. Besides basic premium of Rs. 160, additional premium of Rs. 50 for personal accidents for passengers was also recovered by the appellant/ insurer from the complainant/insured. It is also not in dispute that on 14.8.2002, the complainant''s husband, Chabiram Verma met with fatal accident, while driving the said motor cycle. The complainant lodged report of the incident with the policy and offence was registered by Police Station, Khamtarai. The averments of complainants in substance were that, though she requested the appellant/insurer to furnish her the claim form for personal accident claim, the same was not issued to her. She was also not paid personal accident claim of Rs. 1 lac under the policy. Therefore, she preferred the complaint before the District Forum.

The complaint was resisted by the appellant/insurer mainly on the ground that the insurance policy only covered the risk of owner-driver and the additional premium of Rs. 50 was recovered in that connection only. Therefore, in the risk of death of owner/complainant''s husband was not covered under the policy and hence she was not entitled to any compensation.

3. THE District Forum in the impugned order held that the premium of Rs. 50 was recovered by the appellant/insurer which covered the risk of personal accident of passengers. It was held that in view of the above, the risk of Chabiram Verma who was driving the vehicle was covered. Thus, the District Forum holding that the risk of the life of the deceased was covered under the policy allowed the complaint and the appellant/insurer was directed to pay Rs. 1 lac with interest @ 9% per annum payable from 5.8.2003, besides Rs. 1,000 as cost, to the complainant. Learned Counsel for the parties were heard. Record perused.

4. AS noticed earlier, it is not in dispute that additional premium was recovered under the policy covering the risk of personal accident of passengers. Learned Counsel for the appellant submitted that additional premium only related to the coverage of the risk of owner-driver. The District Forum after consideration of the terms of the policy has recorded the finding that additional premium also covered the risk of driver other than the owner. We are in complete agreement with the findings as above. It is clear that additional premium was charged for personal accident of passengers. The driver of the vehicle plying the vehicle was also a passenger therein. Hence, the said additional premium would cover the risk of his life also. In fact we had an occasion to consider the question as above in Rajul Parakh v. New India ASsurance Co. Ltd., III (2004) CPJ 254. which has been also noticed by the District Forum. In the above circumstances, the contention of the learned Counsel for the appellant/insurer that risk of complainant''s husband who was driving the vehicle was not covered by the policy, though additional premium was charged by the appellant/insurer, is not tenable and cannot be accepted. In view of the above circumstances, the District Forum was justified in directing the appellant to pay Rs. 1 lac with interest and cost. We do not find any error in the impugned order. This appeal has no substance. It is accordingly dismissed. Appeal dismissed.

