(2012) 09 NCDRC CK 0003

In the National Consumer Disputes Redressal Commission

NATIONAL INSURANCE COMPANY LIMITED — APPELLANT

Vs

Bachina Sreenivasulu — RESPONDENT

Date of Decision : 07-09-2012

Acts Referred:

Citation : 2012 4 CPJ 817

Hon'ble Judges : R.C.JAIN , S.K.NAIK J.

Final Decision : Appeal dismissed

Judgement

1. AGGRIEVED by the concurrent findings and orders passed by the Fora below, i.e., order dated 14.9.2007 passed by District Consumer Disputes Redressal Forum, Ongole in complaint case No. 1350/2007 and thereafter order dated 25.8.2011 passed by the Andhra Pradesh State Consumer Disputes Redressal Commission (for short ''the State Commission'') in FA No. 1507/2008 filed by the National Insurance Company, who was arrayed as an opposite party before the District Forum, has filed this revision petition purportedly under Section 21(b) of the Consumer Protection Act, 1986 .

2. THE consumer dispute raised in the complaint pertained to the non - settlement of insurance claim in respect of an insured Leyland tanker which met with an accident on 22.6.2005 during the currency of the insurance and the complainant/insured had to spent a sum of Rs.2,30,000 for getting the said tanker repaired. A Surveyor appointed by M/s.Sundaram Finance Distribution Limited, namely, Ravinder Patel, had assessed the loss at Rs. 1,75,000 but going by the actual expenditure incurred by the complainant on the repairs, the District Forum restricted the claim to a sum of Rs. 1,61,165 and, therefore, allowed the complaint and directed the Insurance Company to pay the said amount along with interest. The State Commission dismissed the appeal and affirmed the said order.

3. WE have heard Counsel for the parties and have considered their submissions. The main plank of the arguments in order to assail the order passed by the Fora below is that the intimation in regard to the accident and damage to the vehicle

was passed on to the petitioner by the insured at a later point of time and that M/s. Sundaram Finance Distribution Ltd. in view of the MOU reached between them and the petitioner Insurance Company had no authority to appoint Ravinder Patel or any other Surveyor for inspection of the vehicle and to assess the loss or damage because the Sundaram Finance Distribution Ltd. were authorised to depute surveyor only in cases where the amount claimed did not exceed Rs. 50,000. We have noted down these submissions only to be rejected because the complainant was not made aware of the arrangement between the petitioner and M/s. Sundaram Finance Distribution Ltd. and in any case, once the said agent had deputed Surveyors and Investigator, namely, Ravinder Patel and Girish Kumar who after due inspection of the vehicle gave the assessment of the loss and damage, the petitioner Insurance Company cannot be allowed to challenge the same on the ground that M/s. Sundaram Finance Distribution Ltd. had exceeded their jurisdiction and authority in appointing the said Surveyors. The above -named Surveyor were supposed to have discharged their functions independently in view of the provisions of Section 64 of the Insurance Act, 1938. Their report cannot be brushed aside in a light manner unless the report can be assailed for some cogent reasons. There being no dispute about the damage to the insured vehicle in question in the accident, therefore, in our view the orders rendered by the Fora below are justified onrecord and suffers from no illegality, material irregularity much less any jurisdictional error which warrants interference of this Commission. Dismissed.

