

(2002) 05 NCDRC CK 0066

In the National Consumer Disputes Redressal Commission

NATIONAL INSURANCE COMPANY LIMITED

APPELLANT

Vs

SATISH CHANDRA SHUKLA

RESPONDENT

Date of Decision : 17-05-2002

Acts Referred:

Citation : 2003 2 CPJ 360

Hon'ble Judges : K.C.Bhargava , D.D.Bahuguna , Rachna J.

Final Decision : Appeal partly allowed

Judgement

1. MR. Justice K.C. Bhargava, President-This is an appeal against the judgment and order dated 6.8.2001 passed by District Consumer Forum, Kanpur Nagar in Complaint Case No. 443 of 1998.

2. THE facts of the case stated in brief are that the complainant took an insurance cover for Commander Jeep which was purchased on 11.8.1997 bearing registration No. UP 78-R2729. This insurance cover was taken on 12.8.1997 for a period of one year after paying the premium of Rs. 9,170/-. In the policy cover the Insurance Company wrote instead of Commander Jeep as Ambassador Car. THE address of the complainant was also mentioned wrongly. THE complainant went to the opposite party No. 1's office, National Insurance Company Ltd. THE officers did not pay any heed to the request of the complainant to correct the address in the cover note. On account of non-correction of the policy the complainant could not use his vehicle. The opposite party in its written version has denied the allegations and have alleged that the Mahindra Commander Jeep was got insured whose cover note was also issued. The name of the insured has been mentioned as Satish Kumar Shukla and his address was given as House No. 1130, Kidwai Nagar, Kanpur. The particulars were, therefore, rightly written. The parties led evidence in support of their respective contentions before the learned District Forum, who after considering the case of the parties came to the conclusion that wrong address were mentioned by the Insurance Company in the policy. Hence it awarded a sum of Rs. 20,000/- as damages to the complainant.

Aggrieved against the order of the learned District Forum the opposite party,

Insurance Company, has come in appeal and has challenged the correctness of the order passed by the District Forum.

3. WE have perused the file and heard the arguments of the learned Counsels. Learned Counsel for the appellant has argued that the particulars given in the policy were correct. On the other hand learned Counsel for the respondent/complainant has argued that the particulars given in the policy were not correct. A perusal of the policy will go to show that the name of the vehicle mentioned is Ambassador Car No. UP 78-R2729 and the particulars of address given of the complainant is 117 H2/130 Kidwai Nagar, Kanpur. Thus we find that the particulars of the vehicle and the address of the complainant were wrongly mentioned in the policy. The case of the complainant is that he has purchased the Commander Jeep No. UP78 R-2729. Thus we find that the name of the vehicle has been wrongly mentioned. Similarly the address of the complainant has also been wrongly mentioned. Thus this much is proved that wrong particulars have been given in the insurance policy. In the duplicate copy, which was issued to the complainant, correct name and address have been mentioned. This also clearly goes to show that in the original policy wrong particulars have been given by the Insurance Company. The complainant has mentioned in the complaint in paras 14 to 16 that he has several times visited the office of the Insurance Company and brought the same to the notice of the officials of the Insurance Company, but they did not pay any heed. These paras have been denied in the written statement but there is no denial that the complainant never came to the office of the Insurance Company and never made the complaints. The denial is only cursory which goes to show that the complainant mentioned about this to the officers of the Insurance Company but no heed was paid to it. Thus we find that there is deficiency on behalf of the Insurance Company.

4. THE learned Counsel for the appellant has argued that damages of Rs. 20,000/- has been awarded which is on the excessive side. Considering the facts of the case we also find that the damages of Rs. 20,000/- is very much on the higher side. In our opinion a sum of Rs. 5,000/- will suffice. THE appeal is liable to be allowed in part. ORDER THE appeal is allowed partly to the extent that the amount of damages payable to the complainant shall be Rs. 5,000/- instead of Rs. 20,000/-. THE rest portion of the judgment and order is confirmed with the above modification. THE appellant shall also pay a sum of Rs. 2,000/- as cost of appeal to the respondent/complainant. Let compliance of the order be made within a period of six weeks from the date of this order. Let copy as per rules be made available to the parties. Appeal partly allowed.