
(1997) 08 NCDRC CK 0027

In the National Consumer Disputes Redressal Commission

New India Assurance Co. Ltd.

APPELLANT

Vs

AMIR SINGH

RESPONDENT

Date of Decision : 26-08-1997

Acts Referred:

Citation : 1997 2 CPC 584 : 1997 3 CPJ 258

Hon'ble Judges : J.B.Garg , Sada Nand J.

Final Decision : Appeal dismissed

Judgement

1. ON 28.4.1993 a Maruti Van was damaged in a road accident in Chandigarh and on a complaint instituted by Shri Amir Singh, the Consumer Disputes Redressal Forum, Union Territory, Chandigarh, ordered on 10.4.1997 that a sum of Rs. 30,730.22 shall be payable as compensation together with interest @ 18% p.a. from the date of occurrence till realisation. Besides this a sum of Rs. 5,000/- was also awarded on account of harassment and mental tension and a sum of Rs. 1,000/- as costs. Aggrieved against it the present appeal has been attempted by New India Assurance Company.

2. THE facts that the vehicle in question was insured w.e.f. 1.10.1992 for a period of one year for a sum of Rs. 1,55,000/- with the appellant, the occurrence causing damage to the vehicle took place on 28.4.1993, the matter was also reported to the police vide Daily Dairy No. 15 dated 28.4.1993 at Police Station, Sector 36, Chandigarh are not in dispute. THE main plea raised on behalf of the appellant here had been that the Maruti Van bearing No. PB-08-G-1118 was registered as taxi and Constable Rakesh of Police Station, South Chandigarh was driving the vehicle did not possess a special licence for driving a taxi and the ordinary licence which he possessed could not be deemed sufficient for claiming the compensation for the vehicle damaged during his driving. THE Union Territory, Chandigarh in those days required some vehicles and in emergency it had requisitioned the vehicle involved here. The learned Counsel for the appellant has drawn our attention to New India Assurance Co. Ltd. v. S. Ramulamma and Others, 1989 ACJ 596, wherein it was observed that a vehicle

was requisitioned for election purposes, it met with an accident and a person sustained injuries, the Insurance Company was held not liable. In the case now in hand the learned Counsel for the appellant could not substantiate that the day or the period the vehicle now in question remained requisitioned was ever excluded from the period insured. In the absence of this prerequisite there appears to be no reason why the Insurance Company which received the premium in respect of the taxi for one year was not liable in the case now in hand. On the contrary on behalf of respondent No. 1 our attention has been drawn to Dhanaraj and Another v. Rubia and Another, I (1992) ACC 132, wherein the Madras High Court observed that where a driver possessed a licence was not considered disqualified, even if he was driving a tourist taxi.

As regards the quantum the original claim was for Rs. 75,000 /- but after perusal of the report of the Surveyor the District Forum allowed only a sum of Rs. 30,730.22 and a sum of Rs. 5,000/- has rightly been added for mental tension etc. in the circumstances of the case. The conclusion is that no interference is called for and the appeal is hereby dismissed.

3. ANNOUNCED. Appeal dismissed.