(1992) 03 NCDRC CK 0039

In the National Consumer Disputes Redressal Commission

New India Assurance Co. Ltd. — APPELLANT

Vs

ANNAPURNA KRISHI KENDRA — RESPONDENT

Date of Decision : 23-03-1992

Acts Referred:

Citation : 1992 1 CPJ 232 : 1992 2 CPR 112 : 1993 1 CLT 280

Hon'ble Judges : V.Balakrishna Eradi , A.S.Vijayakar , Y.Krishan , B.S.Yadav J.

Final Decision : Appeal dismissed

Judgement

1. THIS is an appeal against the order of the State Consumer Disputes Redressal Commission, Bihar, Patna, in complaint petition No. 31 of 1990, where the State Commission directed. The New India Assurance Company to pay to M/s. Annapurna Krishi Kendra Rs. 1,59,059/- besides interest at the rate of 12 per cent per annum, thereon from 8.8.1990 till realisation, within three months from the date of its Order viz., 1.7.1991 and also Rs. 1,000/- as costs.

2. THE facts and findings of the State Commission in this case are as follows: "THE complainant (i.e. the respondent in First Appeal No. 171 of 1991), which is a partnership-firm, carried on business in fertilizers at Hasanpur Road Bazar in the District of Samastipur, after obtaining certificate of Registration under the Fertilizer Control Order and also under the Sales-Tax Department. This firm had a cash credit account with the Agricultural Development Branch of the State Bank of India, Hasanpur Road Branch, against hypothication of stocks of fertilizer. One of the condition imposed by the Bank for opening such an account was to obtain an insurance for stock in trade and, accordingly, the complainant took insurance from the opposite party for a sum of Rs. 2.75 lacs for the period 6.4.1087 to 5.4.1988. Address of the complainant-firm under the insurance policy was simply Hasanpur Bazar without specifying any particular plot or building. In April, 1987, the complainant-firm was doing business on Plot No. 259 of the said Hasanpur Bazar but the complainant shifted its business therefrom to their own building on Plot No. 120 (New) on 30.6.1987. At the time of shifting, the complainant sent written information about it to the Branch Manager of the opposite party at

Samastipur, State Bank of India, Hasanpur Road Branch, and other statutory authorities. Unfortunately, however, on 17.8.1987 flood water rushed into Hasanpur Bazar and submerged the entire Bazar area including the business premises of the complainant causing substantial loss of the stock of fertilizer which has been assessed by the complainant at Rs. 1,59,059/-. Soon after the complainant informed all concerned including the opposite party and lodged claim with the opposite party under the said policy. This claim was supported by the State Bank of India. Indeed, the latter tried to persuade the opposite party to honour the claim of the Complainant but the opposite party refused to do so saying that the business premises, which was insured, was standing on Plot No. 259 and not on Plot No. 120. It has also been denied that any communication regarding shifting of business premises to Plot No. 120 was sent by the complainant to the Insurance Company. Hence the claim of Rs. 1,59,059/- and another sum of Rs. 1,00,000/- as compensation for harassment etc."

It has been stated in the State Commission''s Order and also stressed by the respondents here in their reply that in the said shopkeeper''s insurance policy no building or premises was insured, but only the stocks in trade upto a value of Rs. 2,75,000/-. It has also been reiterated by the State Commission and the respondents here that at the time of shifting from Plot No. 259 to Plot No. 120 the latter sent written information about it to the required statutory authorities and parties. There is no evidence placed before us to prove the contrary except for a bare denial by the Insurance Company.

The only point that the Counsel for the appellants tried to press before us at the hearing of the N.C.D.R.C. was that this was a shopkeeper''s policy and the damage caused by the floods was not in a shop but at the residence of the respondents. He did not produce any evidence on that point, nor did he have any plausible explanation to give as to why the Insurance Company had made out a policy without mentioning the specific address of the premises, but had merely stated "Hasanpur Bazar". As the policy stands, the precise location of the place where the fertilizer was stored is not material. It could be anywhere in the Bazar so long it was in Hasanpur Bazar.

3. TAKING into consideration the above stated facts, we uphold and confirm the order of the State Commission and this appeal is dismissed with costs which we fix at Rs. 1,000/-. Appeal dismissed.