(2004) 07 NCDRC CK 0019

In the National Consumer Disputes Redressal Commission

New India Assurance Co. Ltd. — APPELLANT

Vs

MADAN LAL JAIN — RESPONDENT

Date of Decision : 16-07-2004

Acts Referred:

Citation : 2004 4 CPJ 710 : 2005 1 CPR 250

Hon'ble Judges : J.D.Kapoor , Rumnita Mittal , Mahesh Chandra J.

Final Decision : Appeal partly allowed

Judgement

1. THIS appeal has been filed by the appellant assailing the order dated 16.5.1996 passed by District Forum-I, Tis Hazari Courts, Delhi in Complaint Case No. 1081/1995 entitled Shri Madan Lal Jain v. New India Assurance Co. Ltd., whereby appellant was directed to pay the respondent Rs. 2,82,000/- along with interest @ 18% p.a. w.e.f. two months after filing of the claim till the date of payment and Rs. 500/- as costs.

2. THE appellant is an Insurance Company. THE respondent took a household insurance policy against premium of Rs. 993/-. Besides other eventualities, the household goods were also insured for theft. THE policy was taken on 19.11.1993 and the theft of the household goods listed in the policy took place on 9.12.1993. A criminal case of the theft was registered under Sections 448/380, I.P.C. on 20.12.1993. There is no dispute that the value of the household goods insured with the policy was duly verified and certified by the insurance agent and the concerned officer. Though the Counsel for the appellant has assailed the impugned order on multifarious grounds but during arguments the learned Counsel confined his plea with regard to the value of the goods and the amount of compensation.

The main contention in this regard is that the value purported to have been ascertained by the inspector and verified by the officer concerned shows as if every item was new and purchased a few days before these were insured. The close perusal of the list of the articles alleged to have been stolen shows that the value has been projected as a round figure and that too in thousands only. For instance one bed Diwan is valued at Rs. 10,000/-, one refrigerator Godrej is valued at Rs. 10,000/-, one almirah at Rs. 7,000/-, one almirah sumnica at Rs. 5,000/-, one TV BPL at Rs. 17,000/-, kitchen utensils at Rs. 15,000/-, Saris and other clothes at Rs. 50,000/-. The circumstance of the value of these goods having been shown in round figures shows that the value was written at random and without asking respondent to produce the purchase vouchers. The contention of the Counsel for the appellant appears to be justified inasmuch as that not only the inspector but also the verifying officer did not apply their mind. The household goods referred above have the round figures in thousands, which on the face of it cannot be accepted. Overvalue would have surfaced had the purchase vouchers for even any one item been asked for. There is also tendency on the part of the insured to exaggerate the value of the goods particularly when the cost of the goods is not supported by documentary evidence.

3. BE that as it may and by taking overall view of the matter the parties have conceded that the amount awarded by the District Forum be brought down to Rs. 2,00,000/- from Rs. 2,82,000/- with interest @ 12% p.a. with effect from two months after filing of the claim till the date of payment. The amount of cost is maintained. The present appeal filed by the appellant is partly allowed with the above modifications. The present appeal filed by the appellant is disposed of in above terms. Appeal partly allowed.