
(1990) 03 NCDRC CK 0008

In the National Consumer Disputes Redressal Commission

New India Assurance Co. Ltd.

APPELLANT

Vs

VIPRO ELECTRONICS PVT. LTD.

RESPONDENT

Date of Decision : 16-03-1990

Acts Referred:

Citation : 1991 0 CPC 57 : 1991 1 CPJ 335 : 1991 1 CPR 531 : 1993 1 CLT 37

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

Final Decision : Petition dismissed

Judgement

1. -WE are not impressed with the contention raised by Shri S. K. Paul, learned Counsel appearing on behalf of the Petitioner that merely because the Insurer had totally repudiated his liability in respect of the claim, no proceedings could be validly initiated under the Consumer Protection Act by the insured. This contention squarely falls within the ruling given by this commission in "Umedilal Agarwal v. United India Assurance Co. Ltd." (O. P. No. 3 and 4 of 1989 decided on 28.7.89) I (14991) CPJ 3 (NC). In that decision this Commission has observed that it is not possible to hold that the settlement of a disputed insurance claim will not be covered by the expression "service" occurring in Section 2(d) of the Act. It was laid down that whenever there is default or negligence in regard to service that will constitute "deficiency in service" on the part of the insurer and it is perfectly open to the aggrieved party for seeking appropriate relief under the Act.

2. THE next point urged by the Counsel for the Revision Petitioner is that under the terms of the policy the insurer is not liable to honour the claim in the present case, since according to him there is nothing to show that there was any house breaking in the premises of the Complainant which involved force or violence. This point has been duly discussed by the State Commission with reference to the definition of "house breaking" contained in the Indian Penal Code and it has been found by the State Commission that this was a clear case of house breaking satisfying the said definition. We do not find any reason to interfere with the conclusion of fact so arrived at by it. In the result, we refuse to interfere. In the

result, the Revision Petition has no merits and it is accordingly dismissed. Petition dismissed.