(2001) 12 NCDRC CK 0018

In the National Consumer Disputes Redressal Commission

Oriental Insurance Co. Ltd. APPELLANT

Vs

RAVI KUMAR MAKHARIA RESPONDENT

Date of Decision : 21-12-2001

Acts Referred:

Citation : 2002 2 CPC 119 : 2002 2 CPJ 60 : 2003 1 CLT 84

Hon'ble Judges : D.P.Wadhwa , J.K.Mehra , Rajyalakshmi Rao , B.K.Taimni J.

Final Decision : Revision Petition dismissed

Judgement

1. THIS appeal has been filed against the order of the State Consumer Disputes Redressal Commission, Bihar at Patna.

2. IN this case, the controversy revolves on the point as to whether on the date of theft there was a valid insurance cover. The complainant had taken an insurance cover from 28th August, 1989 to 27th August, 1990. It is alleged by the respondent that he had given the proposal form together with cheque to the Development Officer on 26th August, 1989 which was a Saturday and a closed day for the INsurance Company. 27th August, 1989 was Sunday, and therefore, the earliest the insurance could be effective was 28th August, 1989 which was duly done. The insured came to know of theft at 4 O''Clock in the morning on 28th August, 1989 and he lodged a police complaint at 4.45 a.m. and also lodged his claim with the INsurance Company. It is alleged by the complainant that without his knowledge the Development Officer wrote in the proposal form that the policy would be effective from 28th August, 1989 to 27th August, 1990. This plea was rightly not accepted by the State Commission as the proposal form was duly filled in and sent by the complainant. The INsurance Company appointed two sets of Surveyors. Both the Surveyors went into the question and assessed the loss. The latter Surveyor, i.e. M/s. Mehta Padmashay Surveyors Pvt. Ltd. had valued the stock as well as Rs. 1,89,192.92. The short question in this case to be decided is whether the insurance which admittedly became effective on 28th August, 1989 could cover the loss which had taken place at 4.00 a.m. on that date. Admittedly, on the proposal form no time of the commencement of

insurance is indicated. When there is no time of commencement of the policy indicated, then, in terms of the decision of Hon''ble Supreme Court the policy would commence on the commencement of the date of insurance, i.e. from mid-night of the night between 27th and 28th August, 1989. As has been laid down by the Hon''ble Supreme Court in M/s. New INdia Assurance Co. Ltd. v. Ram Dayal, (1990) 2 SCC 680, and also the decision rendered by this Commission in Oriental INsurance Co. Ltd. v. P. Ramaraj, II (1996) CPJ 120 (NC), the insurance cover is deemed to have come into force on the mid-night unless any time is mentioned on the proposal form on the policy. For that reason, we hold that the risk under the policy, in the present case, would be covered and in that view of the matter, the decision in the impugned order is quite fair and does not call for our interference under Clause (b) of Section 21 of the Consumer Protection Act. The Revision Petition is dismissed. Revision Petition dismissed.