

(2007) 10 NCDRC CK 0036

In the National Consumer Disputes Redressal Commission

POPULAR HOSIERY MILLS

APPELLANT

Vs

NEW INDIA ASSURANCE COMPANY LTD

RESPONDENT

Date of Decision : 11-10-2007

Acts Referred:

Citation : 2008 1 CPJ 165 : 2008 1 CPR 123

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

Final Decision : Appeal disposed of

Judgement

1. APPELLANT insured his car with the respondent against covering the risk of damage due to accident or theft. Admittedly, during the subsistence of the policy, the vehicle was attacked by several unknown persons who had tried hitting the vehicle with their car and in the process the vehicle was badly damaged as many as 20 bullets were fired. As per the estimate of the appellant the cost of the repair was Rs. 1,19,075 whereas the Surveyor has assessed the loss to the tune of Rs. 64,539. Consequently, the appellant filed the instant complaint before the District Forum for payment of the balance amount.

2. VIDE impugned order dated 8. 1. 2004, the District Forum dismissed the complaint on the ground that no convincing evidence was produced by the appellant to show the actual repair was of Rs. 1,19,075 which seems to be exaggerated. Feeling aggrieved, the appellant has preferred this appeal. The main premise on which the appellant raised his case is the report of the Surveyor in respect of the old tyres, old stereo and old seats having been replaced by new one. However, the Surveyor questioned the veracity of one of the bills for the amount of Rs. 31,849 pertaining to the replacement of front seats, rear seat and left seat.

As is apparent from the report of the respondent he deducted the aforesaid amount besides the cost of new stereo and new tyres. As regards the stereo, the Surveyor has reported that the stereo was found missing as it was alleged to have been taken away by the culprits.

3. IN our view, the damaged item of any vehicle which becomes merely one year old suffers the depreciated value and there is no term of the contract between the parties that in respect of old and used part the Insurance Company shall be liable to indemnify the cost of brand new items keeping in view the nature of items namely the stereo, the tyres and the seats, we do not feel inclined to award 50% of the value of new parts assessed by the appellant i. e. , lower down the balance claimed. Bank Guarantee/fdr, if any furnished by the appellant, be returned forthwith.

4. A copy of this order as per the statutory requirements be forwarded to the parties free of charge and also to the concerned District Forum and thereafter the file be consigned to Record Room. Appeal disposed of.