(2015) 03 NCDRC CK 0144

In the National Consumer Disputes Redressal Commission

Pracharya, Udit Narain Snatkottar Mahavidhyalaya — APPELLANT

Vs

Senior Branch Manager, National Insurance Co Ltd — RESPONDENT

Date of Decision : 16-03-2015

Acts Referred:

Citation : 2015 2 CPJ 761

Hon'ble Judges : J.M.MALIK , S.M.Kantikar J.

Final Decision : Petition dismissed

Judgement

1. COUNSEL for the petitioners present. Arguments heard. Sh. Ram Suresh Singh ekes out his living through the Agriculture. He had two sons. His younger son Arun Kumar Singh was entrolled for B.A. Ist year in Udit Narayan Post Graduate Mahavidayalya Padrauna on 06.08.1999. Its Principal and Manager were arrayed as OPs -1 and 2 in this case. Fees was deposited in the sum of Rs.693.50 and Rs.22.50 was received in lieu of premium amount against the group insurance. The State of UP had started group insurance for the Higher Education of State since the year 1996 -1997. According to the Scheme, a sum of Rs. 22.50 was to be paid by each student against the premium of Vidyarthi Durghatana and Suraksha Bima, which was to be sent by the Accounts Section of Vidhyalaya by 15th of next month each.

2. UNFORTUNATELY , Arun Kumar Singh passed away in a bus accident on 15.08.1999. The FIR was lodged at Kotwali Padrauna. Copy of FIR, Post Mortem report and information was given to the Vidhyalaya as per order issued by the U.P. Government. It was prayed that a sum of Rs.1,10,000/ - be paid by the Branch Manager, National Insurance Co. Ltd., Kanpur OP -4. It is alleged that after lot of harassment, a cheque in the sum of Rs.6,000/ - dated 20.01.2000 was given in favour of the complainant. Rest of the amount in the sum of Rs.1,04,000/ - was not paid. Consequently, the complaint was filed on 19.04.2000. It appears that the District Manager -OP -3 and Secretary, Higher Education, State of U.P., Lucknow were arrayed only as proforma parties/ simpliciter.

3. IN their written statement, OPs -1& 2 admitted the part of the complainant''s case but contended that nowhere it is stated that the premium in the sum of Rs.22.50 was to be sent by Accounts Section of Vidhyalaya by 15th of next month. It is explained that after receiving the premium from each student, it was being sent to Insurance Company, Kanpur every year. It is further explained that this year too, amount was sent to the Insurance Company. The complainant was asked to produce the copy of original FIR and Post -mortem report so that his claim may be initiated but he failed to do so. It is contended that there is no deficiency on the part of OPs -1 and 2. In its written statement, OP -4 contended that as per the above said scheme, the OP -1 sent the list of students and the amount of Insurance in the sum of Rs.89,995/ - to it. The list of students and amount of premium was found to be short in the sum of Rs.6,000/ -. Consequently, OP -4 wrote a letter dated 08.05.2000 to the OP -1 to arrange to send Rs.6,000/ - immediately because unless the said amount was sent, the policy could not be issued and also unless it was sent, no risk cover would initiate. The petitioner did not take any action in this context. However, it paid Rs.6,000/ - as immediate relief to the complainant. It was stipulated that under the contract between the Government of State of U.P. and Director, Department of Higher Education and also between Insurance Company that if any un - foreseen event occurs and any loss is inflicted by any student, then the information related to aforesaid fact must be given within a period of 15 days. OP -4 did not receive the said information. No policy was credited in favour of the deceased Arun Kumar Singh.

4. THE District Forum allowed the complaint and directed OP -4 to pay a sum of Rs.1,04,000/ - together with compensation in the sum of Rs.10,000/ - and interest @8% from 19.04.2000 and Rs.5,000/ - towards costs of the case.

5. AGGRIEVED by that order, the Insurance Company preferred an appeal before the State Commission. The State Commission accepted the appeal filed by the Insurance Company and transferred the liability towards the OPs -1 and 2 They were directed to pay Rs.1,04,000/ - alongwith interest @8% from the date of judgment i.e. 25.09.2013 to the date of actual payment and Rs.5,000/ - towards costs of case, within a period of two months.

6. WE have heard he counsel for the petitioners. He admitted that the deceased Arun Kumar Singh deposited the amount on 06.08.1999. OPs -1 and 2 deposited the amount with the Insurance Policy on 30.04.2000. It may be recalled that Sh. Arun Kumar Singh passed away much prior to deposit of the fees with Insurnace Policy. He expired on 15.12.1999. Information was not given by the school to the Insurance Company within a period of 15 days. Counsel for the petitioner has cited two judgments in support of his case reported in Delhi Electric Supply Undertaking Versus Basanti Devi, 1999 LawSuit(SC) 1054 and Chairman, Life Insurance Corporation Versus Rajiv Kumar Bhasker, 2005 LawSuit(SC) 1016.

7. THE facts of these cases are different. It is difficult to fathom when the premium was paid on 06.08.1999, why it was withheld till 30.04.2000. OPs -1

and 2 made a vain attempt to rectify their mistake after the elapse of so much time and after the death of Arun Kumar Singh. It is also not understood why an amount of Rs.6,000/ - was less than the total premium. OPs -1 and 2 were so negligent that they did not care for the fact that some mis -hap can happen. This is the Accounts Branch of the Vidhyalaya and nobody else, which is responsible for sending the premium to the Insurance Company, immediately.

8. FOR all these reasons, the view taken by the State Commission cannot be faulted. The Revision Petition is meritless, therefore, the same is dismissed.