(2004) 02 NCDRC CK 0009

In the National Consumer Disputes Redressal Commission

PRAKASH CARTONS PVT. LTD. APPELLANT

Vs

United India Insurance Co. Ltd. RESPONDENT

Date of Decision : 27-02-2004

Acts Referred:

Citation : 2004 2 CPJ 775

Hon'ble Judges : A.Raman , R.Vanaroja J.

Final Decision : Appeal dismissed

Judgement

1. -THE complainant is appellant. THE complaint was filed claiming a sum of Rs. 5,58,000/- from the opposite party, the insurer, on the ground that the stocks such as kraft paper finished, semi-finished goods, printing block, printing art work, stitching wires, S.S.A. Powder, Gum Calico and allied products which were insured with the opposite party were damaged due to heavy rain pour and inundation.

2. THE opposite party stated that the opposite party was always willing to settle the claim and fix the quantum of stocks damaged and that the opposite party, therefore, was obliged to initiate inquiry into the claim which revealed that there were no stocks and that M/s. G.M. Pens, M/s. Solidair and others had not placed any order at all that the complainant is thus guilty of suppression of material particulars and, therefore, they were not in a position to honour the claim and that the opposite party is ready to honour the claim provided the complainant removes those items which are not owned by them and thus there is no deficiency in service. The lower Forum dismissed the complaint. Aggrieved by which the complainant has come with this appeal.

The policy document is marked as Ex. A1. It is not disputed that there was a heavy rain leading to inundation and that certain stocks of goods kept by the complainant in his factory were damaged. The Insurance Company wrote several letters to the complainant after the receipt of the claim under Ex. B2 series requiring the complainant to produce sufficient materials to indicate the stock position and quantify the damages. They have also solicited information from the complainant as to whether the complainant had actually placed the orders and whether pursuant to the orders, stocks were received and were kept in the factory, when the downpour and inundation took place. Since there was no response to these requirements, the opposite party initiated inquiry on their own.

3. FROM the records produced by them, it is seen that the complainant had claimed that he had stocks. According to the complainant he had received orders from G.M. Pens Ltd., T.I. Cycles of India, Hyderabad Alwin Ltd. and from Solidaire India and he had made the orders ready and those readymade stocks were thus affected in the factory. But when the opposite party namely the Insurance Company initiated inquiry, they found that M/s. G.M. Pens Ltd. placed orders only in February, 1994 and that they had cancelled that order in July, 1994. They did not place any order in 1995 when the inundation is said to have taken place. Similarly Solidaire India and T.I. Cycles of India, Hyderabad Alwin Ltd., all stated that they have placed orders which were executed in April, 1995 itself or prior to 1995. Therefore, these letters establish that there could not have been any such stock on hand with the complainant on the date of alleged inundation which is said to have taken place from 3.11.1995 to 5.11.1995. This is a case where the complainant has not been frank and honest. The queries of the Insurance Company went unheeded and on their own when they initiated inquiry, they have found out these irregularities. Therefore, in such circumstances, it cannot be stated that there was any default on the part of the Insurance Company or deficiency in service. They have been consistently maintaining their stand that they are prepared to honour their commitment provided the particulars called for by them are furnished to them. But the particulars were not furnished and the particulars earlier given were found to be untrue. Therefore, the lower Forum rightly held that there is no question of deficiency in service and that the complainant is not entitled to claim any amount from the opposite party. We do no find any reason to take a different view from that of the view taken by the lower Forum. Hence, we find no merits in this appeal. In the result, this appeal is dismissed with costs confirming the order of the lower Forum. Cost awarded is Rs. 250/-. Time for compliance: Two weeks. Appeal dismissed.