(2003) 01 NCDRC CK 0072

In the National Consumer Disputes Redressal Commission

SUSHANTA KUMAR ROY — APPELLANT

Vs

Oriental Insurance Co. Ltd. — RESPONDENT

Date of Decision : 31-01-2003

Acts Referred:

Citation : 2007 4 CPJ 115

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

Advocate : S.P.Sharma , A.K.Raina

Final Decision : Disposed Of

Judgement

1. THESE two appeals have been filed by the appellant Sushanta Kumar Roy against two different Insurance Companies.

2. BRIEF facts of the case are that the appellant who is proprietor of M/s. Meghalaya Lime Suppliers held two separate fire policies - One for Rs. 4 lacs (F.A. 7/96) taken from Oriental Insurance Company and the other for Rs. 6 lacs (F.A. 8/96) from United India Insurance Company. Fire gutted his premises on 20.5.1991 and upon filing claims, they were settled on 23.8.1993 (F.A. 7/96) and payments were made in part on 20.4.1994 and 2.5.1994 in F.A. 7/96. The claims having been settled the appellant/complainant approached the State Commission praying for compensation on account of delay in settlement (F.A. 7/96) and for settlement of full claim with interest (F.A. 8/96). The State Commission upon hearing the parties and perusal of material on record did not agree with the complainant on the point of delay in settlement. However, it allowed Rs. 2,500 to be given to the complainant (F.A. 7/96) which the opposite party had deducted as policy excess. In F.A. 8/96, during the pendency of the complaint, the opposite party paid the second instalment of the claim making it an amount of Rs. 5,73,130 against claim of Rs. 6 lacs. The State Commission awarded the balance amount, thus, the complainant got the full claimed amount and the limit of each of the Fire Policies.

Aggrieved by this order of the State Commission, the appellant has filed these two appeals before us. It is argued by the learned Counsel for the appellant that fire incident took place on 20.5.1991 and claim was settled on 20.5.1993 (F.A. 7/96) and on 20.4.1994 and 2.5.1994 (F.A. 8/96) i.e., after considerable amount of time. During the period the complainant had to keep paying the interest. The delay was not on account of fault on the part of the complainant: all the information sought was given hence the prayers for compensation need to be allowed. In support of the contentions, he cited orders passed by this Commission in O.P. 69/91 decided on 13.2.1992 and O.P. 343/93 decided on 18.5.1995. On the other hand, it was argued by the learned Counsel for the respondents that there has been no delay. It is the complainant who delayed the settlement by way of not giving the asked for information in time. The appeal has no merit and need to be dismissed.

3. WE have seen the material on record and heard the arguments. During the course of arguments, the learned Counsel for the appellants assisted us by supplying to us list of ''dates and events''. After seeing this chart, what we see is that admittedly, the fire incident took place on 20.5.1991 but it also shows (F.A. 7/96) as observed by the State Commission as well, that full range of papers were supplied to the Surveyor only in February, 1993 and the Surveyor submitted the report on 21.5.1993 full payment was made by the respondent company on 23.8.1993. Delay in our view, if any, is on the part of the complainant. Had he supplied the papers earlier, settlement of claim could have been advanced. WE see no delay, hence no deficiency in services in this case. In F.A. 8/96, what we see is that the report of the first Surveyor was submitted on 6.8.1991 and the second report was received by the respondent on 24.6.1993. While the first report could be termed a spot survey/preliminary estimate, the second survey report prepared by Kanti Lal Jitani is complete and comprehensive and had recommended settlement of claim for the full amount i.e., Rs. 6 lacs after deducting Rs. 2,500 on account of policy excess. From then onwards as per record, it is the correspondence between the respondent and the Surveyor which took its own time and then between the two respondents before us. The appellant/complainant cannot be faulted for this. Report of the Surveyor, admittedly (P-71 of the record) was received by the respondent on 24.6.1993. They should have settled the claim within two months of this report. In this case payments were made in part - First Rs. 3 lacs were paid on 20.4.1994 and balance over Rs. 2.63 lacs were paid on 2.5.1994-far beyond the time normally recognized by the Commission for settlement of claim. In this case, we see a clear case of deficiency on the part of the respondent. In these circumstances, the respondent United India Insurance Company is directed to pay interest @ 12% on Rs. 5.73 lacs from after two months of the receipt of the Surveyor''s report till the date of payment. The respondent shall also pay cost of Rs. 5,000 to the appellant/complainant. Only to the extent indicated above, this appeal is allowed. Both these appeals stand disposed of in above terms. Ordered accordingly.

