
(2004) 06 NCDRC CK 0004

In the National Consumer Disputes Redressal Commission

United India Insurance Co. Ltd.

APPELLANT

Vs

S. Natarajan

RESPONDENT

Date of Decision : 23-06-2004

Acts Referred:

Citation : 2004 4 CPJ 779 : 2005 1 CPR 264

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

Final Decision : Appeal allowed

Judgement

1. -THE complainant who is running a poultry had insured chicks with the opposite party. About 7728 chicks died between 7.7.1995 to 16.7.1995. THEREfore, the complainant made a claim to the opposite party for payment of Rs. 2,31,840/- towards loss incurred by the complainant along with a damage of Rs. 50,000/-.

2. THE opposite party contended that the complainant did not adhere to the policy conditions. He did not keep the record pertaining to stock received on day-to-day basis, daily stock register, mortality record, culling vaccination, inoculation, deworming medication particulars, feed consumption, production record, debeaking and accident of disease as mentioned in the duties of insured in the Poultry Master Policy Certificate. Further, the complainant did not submit within 14 days from the date of death of birds the necessary records. THEREfore, it was only in December, 1995, the Surveyor namely a Veterinary Doctor could be deputed by the opposite party who noted number of defects. THE complainant could not produce the necessary records even after getting the claim form. THEREfore, the claim was rightly repudiated and there is no deficiency in service. The lower Forum accepted the complainant's case and directed the opposite party to pay a sum of Rs. 1,33,625/- with interest @ 12% and a compensation of Rs. 5,000/- for mental agony with a cost of Rs. 500/-. Hence the appeal.

The complainant has not come forward with the truth will be evident from the fact that he has chosen to make allegation against the Branch Manager of the opposite party stating that he demanded certain services to be done and the

complainant refused to do free of cost those services and hence it has been purposely delayed. The complainant has not chosen to speak to such a case when he issued a notice nor in the proof affidavit filed by him he has chosen to advert to such a case. Therefore, to begin with, we find that the complainant has come to Court with false case.

3. ADMITTING for the purpose of the case that the complainant did make a claim, immediately we find that the complainant has not chosen to produce the necessary records called for by the opposite party. Though the death of chicks took place in July, 1995, the complainant has by his letter dated 26.12.1995 marked as Ex. B5 has stated that all the records have been taken away by the Manager who was dismissed from service. Thus, it is a convenient explanation given by the complainant. The Surveyor appointed by the opposite party has stated in his report that the maintenance of the stock position was improper, record maintenance was not satisfactory, vaccination detail and certificate was not provided and on physical verification the birds available was excess than the stock register position and different batches of same age group mixed. Thus, we find that the complainant has not adhered to the policy condition. He has not chosen to submit the necessary records and under the policy condition the claim procedure provided that within 14 days the insured shall furnish to the company at his own expense detailed particulars of the amount of the loss or damage together with such explanations required to substantiate the claim as the company may reasonably require and employ immediately at his own expense qualified Veterinary Surgeon for treatment and comply with his instructions. It further states that in the event of death of any bird insured, the insured at his own expense have a post mortem examination made by qualified Veterinary Surgeon and shall forward without delay the post mortem report and full particulars of the claim. Thus, in this case, we find that the complainant has not chosen to conform to the requirements of the conditions of the policy. The verification by the Surveyor brought out inconsistencies. The necessary records and particulars were not mentioned. The complainant would conveniently pass on the back upon an employee stating that he was responsible and that he had been dismissed from service. Therefore, in such circumstances, we are of the view that the repudiation cannot be faulted with. Hence, we are of the view that the order passed by the lower Forum has to be set aside. In the result, the appeal is allowed but in the circumstances without cost. The order passed by the lower Forum is hereby set aside. The complaint will stand dismissed but in the circumstances without cost. Appeal allowed.