(1999) 08 J&K CK 0032

In the Jammu And Kashmir High Court

Case No : CIMA No. 97/99

United India Insurance Co.Ltd.Divisional Office, Srinagar, through its S.Divisional Manager, A.R.Rather	APPELLANT
Vs	
Showkat Ahmad Banday	RESPONDENT

Date of Decision : 01-08-1999

Acts Referred:
Jammu and Kashmir Consumer Protection Act, 1987 — Section 11

Citation : (2001) KashLJ 5

Hon'ble Judges : B.P.Saraf, C.J and Syed Bashir-Ud-Din, J

Bench : Division Bench

Advocate : Noor-ul-Amin, M.Ali, Advocates appearing for the Parties

Judgement

Syed BashirUdDin, J.—This appeal is directed against the order dated September 7, 1999 of Jammu and Kashmir State Consumers'

Protection Commission Srinagar (for short the 'Commission' hereafter) in Consumer Complaint No. 57/99, where under. complaint has been

allowed and the opposite party, respondent United India insurance Co directed to pay an amount of Rs 3.20 lacs with 12% interest on this sum

from 131999.

2. The claimant purchased a MarutiZenVX for Rs 3.42.235/ after availing loan from Jammu and Kashmir Bank. While the vehicle was under

subsisting insurance cover with assured sum of Rs. 3.20 lacs, it was stolent in January, 1999 within 28 days of its purchase. On failure of opposite

party to pay the amount, petitioner filed complaint before the Commission The Commission, after examining the case and documents placed before

it. found that the vehicle had been insured for Rs. 3.20 lacs only and not on its full purchase value. The vehicle had been purchased just 28 days earlier to the date of theft. The Commission in the totality of facts and circumstances of the case, allowed Rs. 3.20 lacs as insurance claim

3 The learned counsel for appellant. Mr. Manzoor Ali. submits that the Appellant acknowledges and admits subsistence of the insurance policy

regarding the vehicle in the sum of Rs 3.20 lacs on the material date, when vehicle was stolen. He however, submits that the Surveyor after

allowing depreciation on purchase value opined sufferance of loss by complainant in the sum of Rs. 2.75 lacs only and the Commission should have

awarded only this much of amount towards pleaded claim.

4 The vehicle was purchased just 28 days earlier the theft for a sum of Rs. 3.42.235/. Even it deprecation on the purchase value of vehicle for 28

days is given within reasonable limits say 15% to 17% still the vehicle would have fetched sale price in the car market at a figure of about Rs. 3.20

lacs. Even the Commission has observed that the in placement value on the price prevalent in the market for such a vehicle on the material date is in

the range of Rs. 3.20 lacs. This circum stance considered with the Surveyor's report invoice/purchase letter and sales certificate of the vehicle,

reveals that award of Rs. 3.20 lacs is not excessive or unreasonable The material and evidence on record as logical probative to a prudent mind,

fully justify to award of Rs. 3.20 lacs for loss of vehicle

5. The counsel next contends that the 12% interest allowed on award money by the Commission from 1399 is not taking into account the reality

that it takes some time to process and finalise the claim, after it is received. For the Surveyothers to report, after taking require investigative steps

verify the actual facts at ground level also consumes some time The counsel on these submissions prays the interest may be granted six months after

the theft. The earned counsel for respondent not making it an issue and is not contesting the actual date from which interest may be awarded.

6. On consideration, we allow the interest @ 12% on the awarded sum. six months after date of incident, say 1st of August. 1990 as same

appears just and proper in the face and circumstances of this case. The Appellant's counsel submits that while Unit.....India Insurance Co. Ltd. is

to make the above, payment with interest to respondent is to produce letter of subrogation, transfer of Registration Certificate and untraceable

certificate before the Appellant company. The respondent's counsel submits that this documents have been already produced before the Company

and he is prepared to take all further steps required of him in this behalf.

7. In result, the Appeal, except as to the interest payable six months after the incident (say 1st August. 1999), stands dismissed without order as to

costs. Disposed off.

