(1999) 07 NCDRC CK 0025

In the National Consumer Disputes Redressal Commission

United India Insurance Company Limited APPELLANT

Vs

INDER KRISHAN MATTOO RESPONDENT

Date of Decision : 07-07-1999

Acts Referred:

Citation : 1999 3 CPJ 199

Hon'ble Judges : T.S.Doabia , Arun Kumar Goel J.

Final Decision : Appeal disposed of

Judgement

1. THE household goods and the house which were subject matter of insurance cover were damaged in a fire incidence. THE house was insured for Rs. 60,000/- and the household goods were insured for Rs. 1,55,000/-. THE Commission has accepted the plea put across by the complainant. A sum of Rs. 49,000/- has been allowed so far as the house is concerned. On account of the loss suffered to the household goods, an amount of Rs. 1.30 lakhs has been allowed as compensation. Interest has also been allowed at the rate of 18%. This has been allowed-with effect from the date of loss.

2. THE learned Counsel appearing for the appellant Company submits that so far as the household goods are concerned, the story put across by the complainant cannot be believed. THE plea of the complainant that he and his family members left the valley and were able to remove the goods worth Rs. 5,000/-, as per the appellant-Company is not believable. The above said fact, however, has been believed by the Commission. It has been held that the household goods were not removed by the complainant. For coming to this conclusion, the report submitted by the Surveyor was taken note of. The Surveyor in his report did make mention of the fact that in the debris some burnt rags of furnishing (Gubba and Namda) parts of kitchen were crockery, some deshaped metallic objects and remains of a destroyed jacket in the niche of a room were seen. A perusal of the photographs does indicate that the house was subjected to extensive damage by the fire. Therefore, keeping in view the report of the Surveyor that some metallic objects and other material were lying in the debris, it cannot be said that the household

goods were removed by the complainant-respondent.

The learned Counsel for the appellant submits that vis-a-vis household goods, some depreciation should have been allowed.

3. IT be seen that in the list mentioned, there are certain items where appreciation could be allowed. These are vis-a-vis Pashmina Shawls (ladies and gents), value whereof is mentioned in the list accompanying the policy. We are of the opinion that it would be just and proper to allow a lump sum amount of compensation. The compensation as such is reduced from Rs. 1.30 lakhs to Rs. 1 lakh so far as household goods are concerned. So far as interest is concerned this would be 12% to be payable with effect from 1st October, ''93 i.e. a little over two months from the date, the Surveyor submitted its report. This appeal is accordingly disposed of with the following observations : (i) that variation as above is being made with regard to quantum of compensation; (ii) the respondent-complainant would be entitled to Rs. 2,000/- as the costs for perusing the litigation before the Commission and also this Court; (iii) that the rate of interest which would be payable would be 12%. This would be payable with effect from the date indicated above; (iv) appellant-Insurance Company would now recalculate the amount. This would be deposited with the Registrar (Judicial) of this Court within a period of three months from today. If this is not done then rate of interest would be 15%; (v) if amount has already been deposited and on recalculation some amount is found to be in excess then appellant- Insurance Company would be entitled to its refund; (vi) if any amount has been deposited by the appellant-Insurance Company with the State Commission then that be refunded to the appellant- Insurance Company. This would be done on furnishing proof of fact that amount now found to be payable has been deposited with the Registrar (Judicial) of this Court; (vii) let the amount be (sic.) on proper verification. This appeal is disposed of accordingly.

Appeal disposed of.