(2014) 12 NCDRC CK 0086

In the National Consumer Disputes Redressal Commission

Vipan Mehra APPELLANT

Vs

UNITED INDIA INSURANCE CO LTD RESPONDENT

Date of Decision : 15-12-2014

Acts Referred:

Citation : 2015 1 CPJ 400

Hon'ble Judges : V.K.JAIN , B.C.Gupta J.

Final Decision : Appeal Dismissed

Judgement

1. THE complainant/appellant, who is doing business under the name and style of V.M. Jewellers in Amritsar, took an insurance policy from the opposite party in the sum of Rs. 8 lakhs for the period from 15.05.2001 to 14.05.2002. According to the learned counsel for the complainant only a cover note was issued by the Insurance Company and no regular policy was issued. The English translation of the cover note, to the extent it is relevant, reads as under: - SectionII: Rs. 8.00 Lacs: "On property insured excluding cash whilst in business tour outstation &/or anywhere in India or vice versa whilst accompanied in person duly authorized by the insured with maximum value of Rs. 7.00 lacs &/or otherwise the property insured whilst lying/entrusted with the Karigars/brokers/goldsmiths/repair/sale purchase etc./business purpose &/or job work &/or commission basis upto Rs. 1.00 Lac respectively &/or otherwise. The above said are the property of the insured &/or held by them in trust/in deposit &/or belonging to the others &/or lying/entrusted for sale/purchase/repair &/or replacement purpose whilst lying/ stored/contained/arranged in the above said business premises of the insured as well as otherwise as stated above."

2. THE case of the complainant is that in the evening of 12.01.2002, he brought gold jewellery weighing 1905 grams from his business premises to his house, with intent to send the same to M/s. Neelam Jeweller, in Jalandhar in the morning of 14.01.2002 through his employee Mr. Ramesh Kumar. This is also the case of the complainant/appellant that the aforesaid jewellery was stolen from his house in the morning of 14.01.2002. The complainant/appellant lodged a

claim with the Insurance Company and a surveyor was also appointed to assess the loss. The surveyor accepted the theft claimed by the complainant/appellant. However, despite the report of the surveyor, the claim was repudiated by the Insurance Company vide its letter dated 24.10.2002, on the ground that the claim as reported by him was out of the purview of the policy. Being aggrieved from the repudiation of the claim, the complainant/appellant approached the concerned State Commission by way of a complaint. The complaint was opposed by the Insurance Company primarily on the ground that the alleged theft was not covered within the scope of the insurance policy issued by it. It was pointed out in the reply that the complainant/appellant had not taken any insurance cover for the theft from his house.

3. WE have carefully examined the cover note, on which reliance is placed by the complainant/appellant. In our view, the theft of the jewellery from the house of the complainant/appellant is clearly beyond the scope of the said policy. The cover under the policy taken by the complainant would have begun only once the jewellery was taken out of his house for being sold/delivered to M/s. Neelam Jewellers at Jalandhar. Since admittedly the jewellery was never taken out for the aforesaid business tour before it came to be stolen in the morning of 14.01.2002, the alleged theft was not covered within the scope of the policy which the complainant/appellant had taken. Admittedly the complainant/ appellant had not taken any insurance cover for the jewellery kept at his residence. The learned counsel for the complainant/appellant relies upon the decision of this Commission in United India Insurance Co. Ltd. Vs. Premnath, Prem Nath and Sons, 2001 2 CPJ 29 . A perusal of the aforesaid judgment would show that in the case relied upon by the learned counsel, the employees of the complainant were robbed of the gold jewellery, at Abhinandan Hotel, Muzzafarpur in Bihar, where they had gone to sell the ornaments. The claim was resisted by the Insurance Company primarily on the ground that under the policy, the complainant/insured was not permitted to move the jewellery outside the city limit of Amritsar. It was found by this Commission on a perusal of the policy issued in that case contained no restriction on movement of the jewellery outside Amritsar. Therefore, the repudiation of the claim by the Insurance Company was held to be unjustified. However, in the case before us, the jewellery was not at all taken out of the house of the complainant for the purpose of being delivered to the customer. It was very much in his house at the time it came to be stolen in the morning of 14.01.2002. In our opinion, it would be inconvincible to even say that the business tour had commenced even before the jewellery could be taken out of the house of the complainant. Consequently, we find no fault with the ground taken by the Insurance Company for repudiating the claim.

4. FOR the reasons stated hereinabove, we need not go into the question whether the theft had actually taken place or not. We find no merit in the appeal and the same is hereby dismissed. No order as to costs.

