

(1997) 01 NCDRC CK 0024

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

SHIMMERS BUSINESS HOUSE (P)
LTD.

APPELLANT

Vs

United India Insurance Co. Ltd.

RESPONDENT

Date of Decision: Jan. 7, 1997

Citation: 1997 1 CLT 687 : 1997 1 CPC 385 : 1997 1 CPJ 374 : 1997 1 CPR 215

Hon'ble Judges: J.B.Garg , Sada Nand , P.Ojha J.

Final Decision: Complaint dismissed

Judgement

1. COL. Ravee Shahrawat and his wife Mrs. Kiran Ravee Shahrawat had been running a business of readymade garments for ladies and gents in a shop-cum-office in Sector 35C, Chandigarh. Subsequently on account of financial difficulties they shifted it to residential house in Sector 35A, Chandigarh. They availed loan facilities from Punjab National Bank and also possessed an insurance policy dated 7.4.94 to the tune of Rs. 22 lacs against burglary and house breaking. The finished and semi-finished goods which they possessed allegedly valued Rs. 12 lacs whereas furniture and fittings etc. were valued separately. On 7.7.94 at about 8.30 p.m. Mrs. Kiran Shahrawat locked the premises as usual. However, when she came on the following morning i.e. 8.7.94 at about 9.15 a.m. she and R.N. Yadav who was accompanying her noticed that there had been burglary in the premises and the readymade garments were found removed. The goods worth Rs. 3,23,730/- were alleged to have been stolen. An FIR No. 92 was registered at Police Station, Sector 36, Chandigarh on 8.7.94 for offences under Sections 457/380, IPC. However, the occurrence remained untracked. The respondent Insurance Company repudiated the claim by means of their letter dated 29.11.94 without any justification. It has been alleged that on account of repudiation of the claim COL. Ravee Shahrawat, Director, received a shock and was required to undergo bye-pass surgery. The complainant was compelled to sell his residential house in order to pay the loan of the bank. The complainant has claimed a sum of Rs. 5 lacs and its break up described in para 25 of the complaint is briefly shown as under:

(a) Amount claimed under policy Rs. 3,23,730.00 (b) Interest charged by PNB (c) Loss of money due to salary paid to skilled employees from the date of incident till filing of complaint. Rs.1,58,900.00 (d) Compensation on account of distress sale of house.Rs. 12,000.00 (e) Loss on account of sale, rent, litigation expenses, mental harassment etc. Rs. 65,00.00

2. THE respondent filed a reply wherein it has been specifically averred that the complainant is not the insured person. On the contrary the insurance policy was obtained by the Punjab National Bank, Sector 17B, Chandigarh and that the complaint was liable to be dismissed on this ground alone. THERE is also another plea that the Punjab National Bank has not been impleaded though it was a necessary party.

Although there is a report which shows assessment of the loss to the extent of Rs. 1,78,417/-. Annexure R 2 which was arrived at after an inspection held by M/s. Gupta Duggal and Associates, yet it is a case where the insurance policy dated. 7.4.94, photo-copy thereof has been placed on record shows that it was between Punjab National Bank, Sector 35B, Chandigarh on one hand and the respondent United India Insurance Company on the other hand. The conclusion is that the present complaint instituted by M/s. Shimmers Business House (P) Ltd., Chandigarh, having no locus standi in respect of this insurance policy, is hereby dismissed. The parties are left to bear their own costs.

Announced. The order be communicated to the parties free of charges. Complaint dismissed.