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**DURG RAJNANDGAON GRAMIN BANK Vs Oriental Insurance Co. Ltd.****None**

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**Court:** NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION**Date of Decision:** April 13, 2004**Citation:** 2005 1 CPJ 25**Hon'ble Judges:** V.K.Agrawal , Veena Misra , R.S.Awasthis J.**Final Decision:** Appeal dismissed

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**Judgement**

1. THIS appeal under Section 15 of the Consumer Protection Act, 1986, is directed against the order dated 18.4.2002 in Complaint No. 231/98

by District Consumer Disputes Redressal Forum, Durg (hereinafter called the "District Forum" for short) directing the appellant Co-operative bank

to pay a sum of Rs. 2,650/- to the complainant/respondent No. 3 with interest thereon and also cost of the complaint.

2. THE complainant/respondent No. 3 undisputedly insured 4 pigs, three of which were female while one of them was male. THE premium amount

was also paid by the complainant/respondent No. 3 to the appellant-Co-operative Bank for being remitted to the Insurance Company. On the

death of one pig on 2.12.1991, a claim was put up by the complainant with the insurer. However, the same was not accepted by the insurer.

Hence this complaint.

In its written version the opposite party No. 1 appellant herein, admitted that the pigs as above were insured. It was further stated by appellant that

on 2.12.1991 the claim for payment of insured amount was sent to respondent No. 1 Oriental Insurance Co. Ltd. However, the claim was

repudiated by the said insurer because no premium was received by them. It is further stated in para 4 of the written version by the appellant Co-

operative Bank that the premium though was to be paid to respondent No. 1 Oriental Insurance Co. Ltd., but the same was sent to respondent

No. 2 New India Assurance Co. Ltd., as per receipt marked as Annexure P-1 filed in the District Forum by the appellant. It was further stated in

the written version that the complainant was intimated about the factual state as above and she was advised to seek compensation from respondent

No. 2-New India Insurance Co. Ltd.

The stand of the respondent No. 1 Oriental Insurance Co. Ltd. was that they never received any premium amount and, therefore, it was averred

that it owed no liability to the complainant/respondent No. 3 as no insurance cover was issued by them.

3. RESPONDENT No. 2-New India Insurance Co. Ltd. in its written version averred that they did not insure the pigs of the complainant and,

therefore, they are not liable to pay any compensation.

Learned District Forum in the impugned order held that appellant Bank has not remitted the premium amount to the insurer respondent No. 1-

Oriental Insurance Co. Ltd. On account of non-payment of premium as above to the Oriental Insurance Co. Ltd., insurance cover could not be

extended to the complainant. Remittance of insurance premium to respondent No. 2-New India Insurance Co. Ltd. by the appellant Bank would

not make it liable for the loss of complainant/respondent No. 3, because the proposal for insurance was never submitted to the said respondent

No. 2-New India Assurance Co. In view of the above it was held by the District Forum that respondent Nos. 1 and 2 i.e., Oriental Insurance Co.

Ltd. and New India Assurance Co. Ltd. have not committed any deficiency in service in not accepting the claim of the complainant. It was further

held that the fault lay on the doors of appellant Bank who did not remit the amount of premium to the insurer Oriental Insurance Co. Ltd. Hence, it

was held that appellant Bank is liable to pay the amount assured under the policy to the complainant/respondent No. 3.

4. LEARNED Counsel for appellant Bank submitted that since the amount of premium was sent to the respondent No. 2, New India Assurance

Company the complainant/respondent No. 3 was intimated several times by the appellant Bank to lay her claim before respondent No. 2 New

India Assurance Co. Ltd. However, the complainant/respondent No. 3 did not take action as above and, therefore, did not get the claim. It was,

therefore, submitted by the learned Counsel for appellant Bank that they should have been exonerated from liability.

The contentions as above are obviously ill-found. It is apparent from the record that the insurance proposal was submitted to Oriental Insurance

Co. Ltd.-respondent No. 1 herein. The amount of premium, however, was sent by the appellant Bank to respondent No. 2 New India Assurance

Co. Ltd. instead of Oriental Insurance Co. Ltd. Mere remittance of premium amount as above would not make respondent No. 2 New India

Assurance Co. Ltd. liable in the absence of any proposal for insurance received by them. The mistake was solely that of the appellant Bank in not

remitting the amount of premium to the insurer Oriental Insurance Co. Ltd. who rightly repudiated the claim as it had not received the premium

amount.

The appellant Bank not only committed deficiency in service, but it continued to insist that complainant/respondent No. 3 should prefer her claim

before respondent No. 2 New India Assurance Co. Ltd., who was not the insurer. In the circumstances, the findings and conclusion of learned

District Forum that the appellant Bank was liable to pay compensation, is wholly justified and is affirmed. There is no reason for interference in the

impugned order, holding so, and awarding compensation against the appellant Bank.

5. THE appeal is dismissed. THE appellant Bank shall bear its own cost of this appeal and shall pay that of the respondents which is quantified at

Rs. 1,000/- (Rupees one thousand), which would be payable to each of the respondents. Appeal dismissed.