

(2011) 04 NCDRC CK 0014

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

Sezal Glass Ltd

APPELLANT

Vs

United India Insurance Co Ltd

RESPONDENT

Date of Decision: April 5, 2011

Citation: 2011 2 CPJ 214

Hon'ble Judges: R.K.Batta , Vinay Kumar J.

Final Decision: Revision dismissed

Judgement

1. THE revision is directed against the concurrent findings of two Fora below. The complaint filed by the present petitioner was dismissed as also the appeal filed by the petitioner before the State Commission. We have heard the Counsel appearing on both sides.

2. THE dispute relates to despatch of goods under Invoice No. 1282 for Rs. 10,54,273 to GSC Toughened Glass Pvt. Ltd., Noida. The truck carrying the goods met with an accident near Delhi and the consignment was badly damaged. The claim put forward by the petitioner was rejected by the Insurance Company on the ground of lack of consideration on the date of loss. The petitioner obtained Marine Transit Policy for one crore. Under the scheme of the policy, the opposite party-Insurance Company provided declaration book with the printed numbers to the complainants and with every despatch of goods or consignment declaration in appropriate copies was prepared by the Company. On each declaration pending balance of unutilised fund was shown, the premium amount was deducted and remaining amount was also mentioned. The balance amount was carried forward in the next consecutive declaration issued by the Company. It is not disputed that the

complainant-Company used to send monthly statement of declaration along with invoice of the consignment. The petitioner had sent such declaration for the month of August on 18th October, 2002. In the said declaration at Sr. No. 47 declaration 350518 is shown and the same is shown as cancelled. This pertains to material sent by truck, which had met with an accident. However, subsequently, the petitioner informed the Insurance Company that in the monthly statement of August, 2002 it was by mistake stated that declaration in question was cancelled and the same was on account of mistake on the part of the junior clerk. The petitioner had subsequently sent revised declaration from 7th August to 23rd August vide letter dated 1.7.2003 wherein as against Invoice No. 1282, the following entries are found:

Inv.	Date	Value	Declaration	Amt.	Amt.	Amt.	No.	No.	Available for Declared A
Available	Declaration	1282	14.8.2002	1054273	350518	8,464,404	1,054,272	7,410,131	

3. THE case put forward by the petitioner has been disbelieved and rejected by both the Fora below. The State Commission has observed that the Petitioner Company wanted to commit fraud on the Insurance Company in respect of consignment in question. Detailed reasoning disbelieving the case of the petitioner are found in para 6 of the order of the State Commission and we need not to repeat the same. It is reiterated that the Petitioner Company wanted to defraud Insurance Company and that is why it has misled the Insurance Company in the first summary sent on 18th October, 2002 for the month of August, 2002. The petitioner prepared another summary namely Ex."D". On facts, two Fora below have recorded concurrent findings. We do not find that any case has been made out for interference in the exercise of revisional jurisdiction under Clause (b) of Section 21 of the Consumer Protection Act, 1986, as we do not find any jurisdictional error, illegality or material irregularity in the orders of Fora below The revision petition is accordingly dismissed with no order as to costs. Revision dismissed.