

SR. NO.	LINK	SECTOR	FACT OF THE CASES	CITATION	FORUM	CASE NO.	DATE OF JUDGEMENT	JUDGEMENT WITH THEME
1.	<a href="http://164.100.72.12/ncdrcrrep/judgement/00141112130021918RP27992008.htm">http://164.100.72.12/ncdrcrrep/judgement/00141112130021918RP27992008.htm</a>	LIFE INSURANCE	Brief facts of the case are that complainant /respondent obtained Komal Jeevan Plan for benefit of his minor son Sarthak Gupta on 03.02.2003 for a sum of Rs. One lakh and date of commencement of policy was 07.02.2003 whereas risk was to commence from 15.02.2003. Premium was being regularly paid to the complainant but his minor son suddenly died on 01.10.2005. Complainant submitted claim before opposite party/petitioner, which was repudiated. Alleging deficiency on the part of the opposite party, complainant filed complaint before District Forum. Opposite party resisted complaint and submitted that by typographical mistake commencement of risk in the policy was shown as 15.02.2003 whereas risk would commence after completion of two years duration from the policy or attaining age of seven years, whichever is later and as deceased died at the age of five years claim was rightly repudiated. It was further submitted that received premium of Rs.22, 068/- had already been returned and prayed for dismissal of complaint.	Rakesh kumar Gupta Versus LIC of India & Ors.  LIC of India Vs Rakesh Kumar Gupta  LIC of India & ors. Versus Rakesh Kumar Gupta	DISTRICT FORUM  SCDRC Rajasthan  NCDRC	Complaint case no.  First appeal no. 1098/2007 & 1288/2007  Revision petition no. 2799/20008	06/02/2008  12/11/2014	Alleging deficiency on the part of the opposite party, District Forum allowed the complaint.  State commission dismissed the appeal and upheld the order of district forum on the same ground.  National commission did not find any illegality, irregularity or jurisdictional error in the impugned order and therefore, dismissed revision petition with no order as to costs.
2.	<a href="http://164.100.72.12/ncdrcrrep/judgement/00141120140936696RP121311.htm">http://164.100.72.12/ncdrcrrep/judgement/00141120140936696RP121311.htm</a>	HEALTH INSURANCE	Brief facts of the case are that complainant/respondent took comprehensive health coverage policy from OP/petitioner with coverage of Rs.12,50,000/- for himself, his wife and son on 24.9.2008. His son Jeevan aged one year started severe vomiting on 2.10.2008 and was admitted to hospital, but expired on 4.10.2008. complainant lodged complaint with OP, but OP repudiated claim. Alleging deficiency on the part of OP, complainant filed complaint before District Forum. OP resisted complaint and submitted that son of the complainant fell sick and later on expired within 30 days from the commencement of policy and as per exclusion clause, OP rightly repudiated claim and prayed for dismissal of complaint.	R.Venkatesh Versus. The Regional Manager, The Bajaj Allianz General Ins. Co. Ltd.  The Regional Manager, The Bajaj Allianz General Ins. Co. Ltd. Versus. R. Venkatesh	DISTRICT FORUM  SCDRC Karnataka	Complaint case no.465/2009  First appeal no.4228/2009	12/8/2009  2/12/2010	District forum allowed the complaint and directed opposite party to pay Rs. 2,50,000/- with interest and further allowed Rs. 1000/- as litigation cost.  State commission dismissed the appeal and upheld the order of district forum.

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			Learned District forum after hearing both the parties, allowed complaint and directed OP to pay Rs.2, 50,000/- with interest and further allowed Rs.1000/- as litigation cost. Appeal filed by OP was dismissed by learned State Commission vide impugned order against which, this revision petition along with application for condonation of delay has been filed.	The Regional Manager, The Bajaj Allianz General Ins. Co. Ltd. Versus. R. Venkatesh	NCDRC	Revision petition no.1213/2011	20/11/2014	NCDRC allowed the petition and impugned order passed by learned State Commission & order of District forum set aside with no order as to costs.
3.	<a href="http://164.100.72.12/ncdrcreport/judgement/00140909150148193RP24732013.htm">http://164.100.72.12/ncdrcreport/judgement/00140909150148193RP24732013.htm</a>	PROPERTY INSURANCE	<p>The complainant, Peace Trade Concern, filed this case against two Opposite Parties, which are mentioned in detail as follows:-</p> <p>“1.Ping An Property Insurance Company of China Ltd.</p> <p>Integrated Operation Centre, B 1 Area, 4<sup>th</sup> Floor, 1 Building No. 1158 of Shanfeng Road, Pudong, Shanghai City, China- ZIP 201201</p> <p>And also carrying on business in India through Metcalfe &amp; Hodgkinson Pvt. Ltd. Flat No. 412 A, 4<sup>th</sup> Floor, Mansarovar, 90, Nehru Place, New Delhi-110019</p> <p>2. Tirupati Carrying Corporation, 34 A, Maharshi Debendra Road, P.S. Joransanko, Kolkata- 700006”</p> <p>Peace Trade Concern, the complainant in this case placed an order with the Suppliers/Shippers, M/s Beijing Xinyiborui Chemical Plant, China and 98 drums containing 19800kgs. Of Calcium Carbide was dispatched by ship from Xingang, China to Kolkata Port. Such goods were transported from Kolkata Port to Nepal by Tirupati Carrying Corporation-OP-2, which is a road carrier and for that an insurance from OP-I, of goods detailed above was obtained by the complainant. On 20.07.2007, in Nepal, it transpired that the drums were in variously damaged condition and a survey was conducted by M/s Marine Commercial Claims (Nepal) on two days i.e. 20.07.2007 and</p>	Peace trade concern & ors. Versus Metcalf & hodgkinson pvt. Ltd.	DISTRICT FORUM	Complaint case no.		<p>The district forum allowed the complaint and directed the opposite party to pay a sum of Rs. 1,65,988 only to complainant together with interest @ 9% p.a. from the date of consignment till the date of realization and are further directed to pay compensation of Rs. 10,000/- only for his harassment and mental agony and litigation cost of Rs. 5000/- only within 45 days from the date of communication of this order, i.d. an interest @ 9% p.a. shall accrue over the entire sum due to the credit of the complainant till full realization.”</p>
				Metcalf & hadgkinson pvt. Ltd. Versus Peace trade concern & ors.	SCDRC Kolkata	First appeal no.201/2012	12/02/2013	The State Commission has rightly held:-“It is the normal procedure to appoint an Indian agent by such foreign Insurance Company in the matter, and the Appellant is such a person, who also provides surveying. Cause of action related to the Kolkata Port from where the OP No. 2 is also situate and transported the consignment of the destination. As such, considering all the aspects involved in the matter, it found that the finding of the Ld. District Forum is a proper one and there needs no interference to it and the order passed therein.”

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			21.07.2007 at Birganj Customs Premises, Nepal. It also came to light that 98 drums were in damaged condition and the quantity damaged was 5987 kgs out of 9800 Kgs.	Metcalfe & hodgkinson pvt. Ltd. Versus Peace trade concern & ors.	NCDRC	Revision petition no. 2473/2013	09/9/2014	Revision Petition is vexatious and frivolous. It has wasted the precious time of this Commission and the Fora below. Consequently, NCDRC dismissed the same with costs of Rs. 10,000/- , which will be paid to Peace Trade Concern-the complainant along with other amount, within a period of 45 days from the receipt of the order of this Commission, otherwise it will carry interest on both the amounts @ 12% p.a. till its realization.
4.	<a href="http://164.100.72.12/ncdrcprep/judgement/00140512151846359RP3982013.htm">http://164.100.72.12/ncdrcprep/judgement/00140512151846359RP3982013.htm</a>	Fire insurance	Brief facts of the case are that the complainant/respondent Jaspal Kaur is the owner of shop no. 126 at Janta Market, Phase 3B-1 at Mohali. She obtained fire and special peril policy for insurance of her stock and khokha for an amount of ` 3.25 lakh and ` 25000/- respectively from the petitioner. Policy No. 352300/11/06/00000441 was obtained by paying a premium of ` 2495/-. On 01.06.2007, fire broke out in the market where the said shop was situated and the stock as well as the shop was burnt. An intimation was given to the insurance company about the said incident, but the insurance claim was not paid, despite approaching the officials of the insurance company many a time. A registered notice was also sent to the OP Insurance Company on 04.02.2008, but still, the claim was not paid. Smt. Jaspal Kaur then filed the consumer complaint in question before the District Forum. In their written statement, filed before the District Forum, the petitioner insurance company stated that the complainant was the owner of the said khokha, but the stock within the premises of the shop, belonged to her son Harminder Singh, who was running the business in the name of M/s. Fashion Centre by combining three shops, i.e., Shop No. 125, belonging to Harminder Singh, Shop No. 126	Jaspal Kaur Versus The New India Assurance Co. Ltd.	DISTRICT FORUM ROPAR	Complaint case no.66/2008	07/07/2008	The district forum allowed the compliant and order to opposite party company to pay the claim amount of ` 2,91,440/- for shop no. 126 to the complainant alongwith interest @9% p.a. from the date, the surveyor's report was submitted, till realisation. It was also ordered that a sum of ` 1000/- should be paid as cost of litigation to the complainant/respondent.
				The New India Assurance Co. Ltd. Versus Jaspal Kaur	SCDRC PUNJAB	First appeal no.1078/2008	31/10/2012	The state commission dismissed the appeal and upheld the order passed by the District Forum, allowing a sum of ` 2, 91,440/- to the complainant, Jaspal kaur.
				The New India Assurance Co. Ltd. Versus Jaspal Kaur	NCDRC	Revision petition no.398/2013	12/05/2014	National commission allowed the petition and set aside the order of the State Commission. The complainant/respondent is ordered to be entitled for payment of ` 25,000/- minus

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			<p>belonging to Jaspal Kaur and Shop No. 319 belonging to Kamal Kumar. Since the stock belonged to Harminder Singh, Jaspal Kaur was not entitled to get the said claim. The District Forum, after taking into account the evidence of the parties reached the conclusion vide order dated 07.07.2008 that since there was stock lying in the said premises at the time of fire, the insured was entitled to get the claim, irrespective of the fact whether the stock belonged to her or not. Further, Harminder Singh was the son of Jaspal Kaur and hence, they were liable to be given the claim. The District Forum directed the petitioner company to pay the claim amount of ` 2,91,440/- for shop no. 126 to the complainant alongwith interest @9% p.a. from the date, the surveyor's report was submitted, till realisation. It was also ordered that a sum of ` 1000/- should be paid as cost of litigation to the complainant/respondent. An appeal was filed by the insurance company before the State Commission against this order of the District Forum dated 07.07.2008. Vide impugned order dated 31.10.2012, the State Commission decided two appeals, FA No. 1077/2008, "New India Assurance Company and Ors. versus Kamal Kumar" and FA No. 1078/2008, "New India Assurance Company and Ors. versus Jaspal Kaur". The State Commission accepted appeal no. 1077/2008 in Kamal Kumar's case, set aside the order passed by the District Forum and dismissed the complaint filed by the complainants. However, in FA No. 1078/2008 relating to Jaspal Kaur, the State Commission took a different view and dismissed the appeal of the insurance company and confirmed the orders passed by the District Forum. It is against this order that the present petition has been made.</p>					<p>the excess clause of `10,000/-, i.e., `15,000/- alongwith interest @9% p.a. from the date of complaint till realisation. It is borne out from record that over a period of time, certain improvements have also been made in the said premises; hence the depreciated value for the shop is not being taken for payment of claim. It is held, therefore, that complainant/respondent Jaspal Kaur shall be entitled to receive a sum of ` 15,000/- from the Insurance Company alongwith interest @9% p.a. from the date of filing the complaint till realisation. There shall be no order as to costs.</p>