

STATE CONSUMER DISPUTES REDRESSAL COMMISSION,

UNION TERRITORY, CHANDIGARH

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| Appeal No. | 120 of 2021 |
| Date of Institution | 30.12.2021 |
| Date of Decision | 13.06.2022 |

Ex. NK. Hazara Singh son of Kishan Singh resident of H.No.127/B, Gali No.13, Shakti Nagar,
Dera Bassi, District S.A.S. Nagar (Mohali).

.....Appellant/Complainant

Versus

1. New India Assurance Company Ltd., SCO No.828, NAC Manimajra, Chandigarh through its Senior Divisional Manager.
2. The Divisional Manager, New India Assurance Company Ltd., SCO No.828, NAC Manimajra, Chandigarh.

.....Respondents/Opposite Parties

BEFORE: JUSTICE RAJ SHEKHAR ATTRI, PRESIDENT

MRS. PADMA PANDEY, MEMBER

MR. RAJESH K. ARYA, MEMBER

Argued by: Sh. Mukesh Gandhi, Advocate for the appellant.

Sh. J.P. Nahar, Advocate for the respondents.

PER PADMA PANDEY, MEMBER

This appeal is directed against an order dated 28.01.2021, rendered by District Consumer Disputes Redressal Forum-I, UT, Chandigarh, now District Consumer Disputes Redressal Commission-I (hereinafter to be called as the District Commission only), vide which, it dismissed the complaint, filed by the complainant (now appellant)

1. In brief, the facts of the case are that the complainant purchased Maruti Swift VID Car for his personal use, from the authorized dealer in the year 2017, on raising loan from Vijaya Bank, Dera Bassi to the tune of 6,00,000/-. It was stated that on 21.10.2018, complainant visited the market for purchase of some household items and at about 11.00 A.M. parked the said vehicle at Ram Leela Ground, Dera Bassi. It was further stated that the complainant went to the shop of one Sh. Ravinder Kumar who was having business of footwear. It was further stated that the complainant placed the keys at the counter of his shop, but, after purchasing the shoes, he found the keys were not there and after that the vehicle was found missing from the parking and FIR No.283 dated 22.10.2018 u/s 379/411 of the IPC was registered. It was further stated that the police on entering upon investigation failed to identify the offenders or recover the vehicle and prepared the untraced report. It was further stated that the claim was lodged with the Opposite Parties, but, it was repudiated on the ground that the complainant himself was negligent. It was further stated that the aforesaid act of the Opposite Parties, amounted to deficiency in service and unfair trade practice. When the grievance of the complainant, was not redressed, left with no alternative, a complaint was filed.
2. The Opposite Parties filed their reply and stated that the claim of the complainant was repudiated on account of violation of condition No.4 of the policy which amounts to fundamental breach of the terms and conditions of the policy. It was further stated that the complainant had not taken due and reasonable care to safeguard the vehicle from loss. It was further stated that there is no deficiency in service on their part, and the Opposite Parties had prayed for dismissal of the complaint.
3. The Parties led evidence, in support of their case.
4. After hearing the Counsel for the Parties, and, on going through the evidence, and record of the case, the District Commission, dismissed the complaint.
5. Feeling aggrieved, the instant appeal, has been filed by the appellant/complainant, for setting aside the impugned order dated 28.01.2021 passed by the learned District Commission.
6. We have heard the Counsel for Parties, and have gone through the evidence, and record of the case, carefully.
7. After giving our thoughtful consideration and the evidence, on record, we are of the considered opinion, that the appeal is liable to be dismissed for the reasons to be recorded hereinafter.
8. The perusal of the record of the District Commission shows that the keys of the vehicle were placed by the appellant at the counter of the shop of Sh. Ravinder Kumar. It is not that the appellant inadvertently forgot the keys at the counter. There is nothing mentioned by the appellant in his complaint whether he forgot the keys or he simply placed the keys at the counter. It is but natural that many customers could have visited the shop where he placed the keys and theft could have been done by anybody. Condition No.4 of the Insurance Contract as discussed in the Hon'ble National Commission's judgment in Revision Petition No.2405 of 2016 vide order dated 09.01.2018 in Reliance General Insurance Company Ltd. Vs. Daljeet Singh Kashmeer Singh Batth reads that the insured shall take all reasonable steps to safeguard the vehicle insured from loss or damages. The learned District Commission has

relied upon the judgment and came on the conclusion that the consumer complaint was meritless. We are inclined to fall in line with the above decision of the learned District Commission and accordingly, the appeal stands dismissed.

9. For the reasons recorded above, the appeal, being devoid of merit, must fail, and the same is dismissed, with no order as to costs. The order of the District Commission is upheld.
10. Certified copies of this order, be sent to the parties, free of charge.
11. The file be consigned to Record Room, after completion.

Pronounced.

13.06.2022

Sd/-

[JUSTICE RAJ SHEKHAR ATTRI]

PRESIDENT

Sd/-

[PADMA PANDEY]

MEMBER

Sd/-

[RAJESH K. ARYA]

MEMBER

GP