

Consumer Complaint No.: DC/80/CC/192/2018

In the matter of:-

Sh. Sushil Gupta
Proprietor of M/s Krishna Jute Co.
C-116, B.S. Industrial Area
Ghaziabad, U.P.201001

... Complainant

Vs

M/s Oriental Insurance Co. Ltd.
Branch office 4,
F-20, First floor,
United India Life Building,
Connaught Place,
New Delhi-110001.

... Opposite Party

ORDER
14/09/2026

Ashwani Kumar Mehta, Member:

1. The present complaint has been instituted by the Complainant, Sh. Sushil Gupta, proprietor of M/s Krishna Jute Company, pursuant to the liberty expressly granted by the predecessor Forum (now shall be referred as Commission hereinafter) in its earlier order dated 24.11.2015 passed in CC No.979/2009 against the OP whereby compensation of Rs.50,000/- and litigation expenses of Rs.20,000/- was also directed to be paid to the Complainant by the OP.
2. While passing the order dated 24.11.2015, this Commission had already recorded deficiency in service on the part of the OP in relation to the assessment of the loss and had directed the OP to have the disputed quantity of bales reassessed through another surveyor/person and to correct the loss assessment within 60 days. Copy of judgement has been attached with the complaint at pages nos.19 to 22.
3. The operating portion of order dt. 24.11.15 is reproduced below:-:

"The surveyor assessed the loss of Rs.3,48,192/- showing wrong calculations. The complainant claimed loss was Rs.1179813/-. (Rs.1029336/-for stocks and Rs.149877/-for building, plot material etc.)

The complainant has questioned the loss of stocks based on wrong calculations of measurement of cloth cost.

The complainant has pointed out that surveyor assessed the loss of bale quantity at 272 yards, which infact was 2000 yards (two thousand yards) as shown by invoice of purchase; showing that each bale was of 1828.80 meters likewise each bale of white cloth was of 250 meters or 273 yards. The monetary loss thus work out is Rs. 10,91,462/-.

We have heard both parties, perused the surveyor report other on record and considered the version cited by OP to repel the claim.

A bare look at the invoices of purchase of cloth by the complainant place on record shows the cloth in one Bale of each type of cloth komal Austin fire. The surveyor report has missed the details of cloth and has on wrong basis calculated the loss of 272 yards. The report is perverse. It has to be reheard on this part. Such a report cannot form the basis of claim. We set aside this part of surveyor's report and this is deficiency of OP not to appreciate the facts presented by the victim. In the circumstances, we hold OP guilty and direct it to get the disputed quantity of Bales reassessed for loss, by another person, and correct the loss within 60 days. The complainant will be free to file fresh complaint, if OP does not correct the mistake. We also award a compensation of Rs.50,000/- for deficiency so far in assessment and Rs.20,000/- for litigation expenses.

The order shall be complied within 30 days of the receipt of the copy of the order otherwise action can be taken against OP under section 25/27 of the Consumer Protection Act.

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Pronounced on 24.11.2015."

4. Thus, the scope of the liberty granted by the earlier order was neither uncertain nor unlimited. The complainant has alleged that OP was required to correct the identified error in the assessment of the disputed quantity of bales and to act in accordance with the findings already recorded by this Commission but the OP did not pay of the compensation amount and the litigation expenses to the

complainant inspite of the clear directions of this commission. However, much after expiry of 60 days period (as directed/allowed by the commission in the judgment dated 24-11-2015), the OP at belated stage, sent a reassessment report ante-dated 01.03.2016 bearing no. SD/ORI/FIRE/15-16/1390A, prepared by Sanjay Dwivedi and Associates, Surveyors and loss assessors, to the complainant. Copy of report dated 01-03-2006 has been attached with the complaint at pages nos.11 to 18.

3. It has been alleged by the complainant that this subsequent report assessed the total value of risk at Rs.30,61,515/- and introduced an alleged under-insurance factor of 34.67% which is another measure of the OP to harass the complainant by not releasing the claim amount despite expiry of more than 8 years from date of loss. instead of assessing the loss of Hessian cloth at Rs.10,91,462/-, Laminated Hessian cloth at Rs.1,02,963/- and Polythene at Rs.1,71,958/-, the assessor has arbitrarily inserted a clause of inadequacy of sum assured and declaring that the stock were under insured by 34.67%, which is incorrect. There has never been such instance at any earlier stage. In earlier assessment, the assessor had arbitrarily reduced the quantity per bale and now the assessor has arbitrarily reduced the value of sum assured to extent of 34 percent.

4. It has further been alleged that:-

- a) it is matter of record that as per the insurance policy, the sum assured was:
 - (i) Rs.20,00,000/- for stock;
 - (ii) Rs.6,00,000/- for plant and machinery;
 - (iii) Rs.1,50,000/- for electrical installations;
 - (iv) Rs.50,000/- for furniture, fixtures, fittings.
- b) The Complainant sustained loss of:
 - (i) Rs.13,66,384.15/- towards material,
 - (ii) Rs.70,000/- towards building,
 - (iii) Rs.2,50,000/- towards plant and machinery,
 - (iv) Rs.11,000/- towards loss minimization expenses,
 - (v) Rs.35,000/- towards furniture, fixtures and fittings; and
 - (vi) Rs.80,000/- towards electrical installations.

As such, the total loss due to fire, amounted to Rs.18,12,384.15.

- c) The new assessor/ surveyor has not carried out reassessment in terms of the directions issued by this Commission vide judgment dated 24.11.2015 and instead of assessing the loss at the correct quantity of damaged bales of

hessian cloth, had arbitrarily taken "adequacy of sum insured" into consideration. Even total loss assessed has not been mentioned in the assessment report. No amount has been released by the OP to the complainant till date. Even any interim amount, has not been released. The OP is pressing hard to the complainant to give an undertaking of full and final satisfaction with the report.

- d) the OP has no respect or regard for the order / award passed by this Commission and is bent upon harassing the complainant. The conduct of the OP must therefore be examined not merely as an ordinary disagreement regarding quantum but in the context of the specific and binding directions issued by this Commission on 24.11.2015.

5. It has further been alleged that In such circumstances and submission of frivolous reassessment report by the OP, the complainant is left with no option other than to approach this Commission by way of this complaint in view of the liberty granted to him for filing fresh complaint vide judgment dated 24.11.2015. The relevant documents have already been filed by the complainant before this Commission in the Complaint Case No. CC/979/09.

6. The Complainant has, therefore, prayed that the complaint case bearing no. CC/979/09 may be reopened and the reassessment report dated 01.03.2016 of OP be discarded by an express order and the award be passed in favour of the complainant and against the OP in terms of the prayer made in the complaint no. 979/09 and heavy cost be imposed upon the OP for harassing the complainant by adopting all sorts of delay tactics. The Complainant has also filed copies of judgement dated 24.11.2015 passed by this Commission and reassessment report dated 01.03.2016 prepared by Sanjay Dwivedi & associates/Surveyor of OP.

7. Accordingly, notice was issued to the OP and in response, the OP has filed its reply pleading no deficiency of service and seeking dismissal of the complaint stating that:-

- i. The present complaint filed is misconceived, not tenable and is an abuse to the process of law and ought to be rejected as the complainant has no locus-standi to file the complaint.
- ii. the complainant has not come with "Clean Hands" and has not stated the true facts of the case and deliberately concealed the true and material

- facts before this Court. In fact, the Complainant company is trying to take advantage of their own wrong. Therefore, the complaint is liable to be dismissed forthwith as they are guilty of suppressio-vari and suggestio-falsi.
- iii. The Complainant did not disclose the actual/proper facts of the case rather willfully and twisted the facts of the case in such a manner, so as to give colour of deficiency in service, as such, the present case is liable to be dismissed for willful suppression of material facts.
- iv. the present complaint warrant rejection at the very threshold, as without admitting to the factum of the alleged loss and the liability of the OP, the alleged amount of loss as claimed by the complainant company is highly exorbitant and exaggerated and without any legal or equitable basis.
- v. the present case invokes complicated question of facts & law and the same cannot be decided in the present summary proceedings. In order to prove its case, the parties would have to lead evidence and examine its witnesses and expert evidences. The Hon'ble Apex Court in the matter of Oriental Ins. Co. Ltd. V/s Muni Mahesh Patel IV (2006) CPJ 1 (SC) has stated that the civil court is the appropriate Commission to decide cases which are complicated in nature and in which oral and documentary evidences are required to be led. The Hon'ble Supreme Court while dealing with the above said matter specifically stated that the proceedings before the commission are essentially summary in nature and adjudication of issues which involve disputed factual questions should not be adjudicated. Therefore, in the facts and circumstances of the present case, civil court is the appropriate Commission to decide and adjudicate the present case, as this Commission cannot receive evidence in detail in its summary jurisdiction under the consumer protection act.
- vi. In an another matter, the Hon'ble National Commission, while deciding the matter, also quoted the judgement of the Hon'ble Apex Court titled as Bharthi Knitting Co. V/s DHL Worldwide [(1996) 4SCC 704], has stated that:
- "We are fortified in our view by the decision of the supreme court in the case of Bharthi Knitting Co. V/s DHL Worldwide [(1996) 4SCC 704], Supreme Court has said, 'each case depends upon its own facts'. In an appropriate case where there is an acute dispute of facts necessarily a tribunal has to refer the parties to original civil suit establishes under CPC or appropriate state law to have the claim dealt with between the parties."
- vii. the present complaint is not maintainable in its present form as the present complaint is bad for non-joinder and mis-joinder of the appropriate necessary parties. Since the complainant has no locus-standi to file the present complaint and the insured i.e. M/S KRISHNA JUTE COMPANY has not filed the present complaint, thus, the instant complaint is liable to be dismissed.



viii. In the matter of Naresh Kumar V/S Oriental Insurance Company Limited (2014) CPJ IV (NC), it has been held that, "the Surveyor are appointed by the insurance company and the reports are to be given due importance".

8. The OP has also filed reply on merits contending that:-

- i. M/s Krishna Jute Company/ complainant admittedly availed Standard Fire & Special Perils policy bearing No. 215101/11/2008/254 from the OP for the sum insured of Rs. 26,50,000/- for the coverage of risk of two locations and the same was issued for period of one year w.e.f. 07.03.2008 to 06.03.2009, with the excess/deduction clause of Earthquake excess- 5% of each and every claim subject to a minimum of Rs.10,000/- apart from the other conditions, clauses, warranties, endorsements as per provided at the time of acceptance of the proposal duly signed copy as submitted by the complainant company. Bare perusal of the facts would reveals that the present complaint warrants rejection at the very threshold, as without admitting to the factum of the alleged loss and the liability of the OP, the alleged amount of loss as claimed by the complainant company is highly exorbitant and exaggerated and without any legal or equitable basis. However, in compliance of the order dtd. 24.11.2015 passed by the predecessor bench of this Commission, (which was received by the concerned office only on 10.12.2015), the OP company got reassessed the loss of stock by appointing another surveyor 'Sanjay Dwivedi & Associates Surveyors, Loss Assessors, Investigators, and who has assessed the liability the OP company after discussion and going through the documents as provided by the complainant company to the tune of Rs. 5,33,991/- (Rupees Five Lacs Thirty Three Thousand Nine Hundred Ninty One only) vide its "Reassessment report" dtd. 01.03.2016 and admittedly the complainant company was informed about the reassessment and post claim formalities but after getting no response, the OP sent a letter dtd. 12.05.2016 and again on 10.06.2016 but the complainant company miserably failed to respond the said letters.
- ii. It is vehemently denied that the OP has no respect or regard for the order passed/award passed by the predecessor bench of this Commission. It is also denied that the complainant had ever been harassed by the OP. in-fact, it is the complainant who failed to provide any purchase details of the Plant and

Machinery /other equipments and as such, the surveyor acted legally as per terms of the insurance policy. The OP was never at any fault. However, instead to comply with the claim formalities and accept the amount as offered by the OP, the complainant filed an execution petition having Case no. 115/2016 as well as the present complaint before this Commission with mala fide designs, just to grab the public funds.

iii. The prayer of the complaint is totally void and abinitio, hence, vehemently denied. The previous complaint having case bearing no. CC/979/2009 cannot be re-opened as this Commission has no powers to review its own order as held by the Hon'ble Apex Court. Moreover, the complaint no. CC/979/2009 has already been disposed off vide order dtd. 24.11.2015.

9. The Complainant has filed rejoinder qua OP refuting the contention of the OP & has reiterated the allegations levelled in the complaint. Both the parties have filed respective evidences by way of affidavit and exhibited the documents relied upon by them. The parties have filed written arguments also.

10. Accordingly, the matter has been examined in view of the facts of the case and averments/documents/Evidence put forth by the complainant & OPs and it has been observed that the complainant's case in CC No.979/2009 was that:-

- (i) his firm deals in in sale, manufacture and trading of
 - (a) Hessian cloth (commonly known as jute bardaana/taat/bord.
 - (b) White Hessian cloths (also known as HDPE, commonly used in packing cement) (also commonly known as safed plastic ka taat)
 - (c) Bitumen
 - (d) Polythene, and
 - (e) cut to size Hessian cloth etc.
- (ii) the main raw material hessian cloth (jute / bardaana / taat / bori), white hessian cloth (safed plastic ka taat /hdpe), bitumen, polythene, yarn and craft/crape paper from various following sources i.e.
 - (a) M/s. New Central Jute Mills Company Ltd., Kolkata.
 - (b) M/s. The Calcutta Jute Manufacturing Co. Ltd., Kolkata.
 - (c) M/s. Padam Mercantile Pvt. Ltd, West Bengal.
 - (d) M/s. The Hooghly Mills Co. Ltd., Kolkata.
- (iii) Fire incident occurred on 21.04.2008, resulting in damage to the insured goods, building, plant and machinery, furniture and electrical installations of the Complainant. The OP

appointed Surveyor to assess the claim and surveyor wrongly calculated per bale quantity as 272.40332 yards instead of 2000 yards per bale. It is on record that each bale of Hession cloth is of 2000 yards i.e. 1828.80 meters whereas each bail of White Hession Cloth contains 273 yards i.e. 250 meters. The invoices filed by the complainant were admitted by the OP being filed with the Loss Assessment Report of the Surveyor.

- (iv) The Surveyor had wrongly calculated loss by considering quantity per bale of Hessian Cloth as well as White Hessian Cloth both at 273 yards which should have been 2000 yards. The OP settled the claim accordingly.
- (v) Feeling aggrieved, Complainant filed complaint No.979/2009 before this commission and after examining the complaint, this Commission passed judgment dt. 24.11.2015 holding OP guilty of deficiency of services with direction to OP to rectify the calculation error within 60 days. The complainant was also given option to file fresh complaint if error is not rectified by the OP within stipulated time.

11. In light of above facts, it has further been observed that:-

a. Regarding rectification of the calculation error in 60 days period, the OP had belatedly sent a re-assessment report purportedly dated 01.03.2016 wherein the OP instead of rectifying the calculation error had arbitrarily, with sole intent to reduce the claim, took plea of under-insured which plea was not taken in past 8 years. It is matter of record that fire broke on 21.04.2008, the loss was assessed by OP in 2008. The calculation error was subject matter of the CC No.979/2009, the OP always claimed its assessment and calculation carried out in 2008 as correct. After 6 years of litigation, the Commission held OP guilty and while setting aside the calculation error part in loss assessment report, the Commission directed OP, recording deficiency in service on its part to rectify the calculation error. Thus, the OP was required to correct the identified error in the assessment of the disputed quantity of bales and to act in accordance with the findings already recorded in the said order but OP failed to do so.

b. It is an admitted/undisputed fact on record that the OP's surveyor Sanjay Dwivedi & Associates, instead of confining the reassessment to the specific computational error, identified by this Commission, proceeded to undertake what was, in substance, a fresh assessment of the entire claim and assessed the total value of risk at Rs.30,61,515/- and

introduced an alleged under-insurance factor of 34.67%. This new plea of under-insurance had not been taken in the original proceedings and significantly, was sought to be introduced during pending of the case.

c. The principal deficiency which had already been adjudicated upon in the earlier proceedings concerned the erroneous calculation of the quantity of cloth contained in the bales. The material placed on record establishes that the surveyor had adopted an erroneous yardage of 272.40332 yards per bale for the relevant Hession cloth, whereas the record placed on record establishes that a bale of Hession cloth contained 2000 yards, equivalent to 1828.80 metres. At the same time, the record distinguishes the specifications applicable to White Hession Cloth, each bale of which contained approximately 273 yards, equivalent to 250 metres. The distinction between the two categories of cloth was material to the computation of the loss. The error was therefore not a mere insignificant arithmetical discrepancy but an error going to the root of the assessment.

d. Significantly, the OP has not produced any evidence/satisfactory material before this Commission to affirm its stand that the original calculation of 272.40332 yards per bale was correct.

e. The OP has raised various objections seeking dismissal of the present complaint, including objections relating to maintainability, alleged complexity of the dispute, availability of a civil remedy and impalement of the parties. These objections cannot be permitted to defeat the present proceedings where the very institution of the present complaint flows from the liberty expressly granted by this Commission in its earlier order dt. 24.11.2015. More importantly, Objections which were available to the OP and could reasonably have been urged during the original proceedings, can ordinarily not be resurrected at a subsequent stage merely because the earlier adjudication went against the OP. The Hon'ble Supreme Court has repeatedly emphasized that consumer legislation is intended to provide an effective and meaningful remedy to consumers and that technical objections should not be employed to frustrate substantive adjudication. The observations in this regard in the matter of National Insurance Co. Ltd. v. Harsolia Motors, (2023) 8 SCC 455 are relevant in this matter.



f. In the facts of the present case, the objections raised by the OP regarding complicated questions, civil-court remedy and alleged non-joinder/mis-joinder do not persuade this Commission, particularly when the substantive controversy has already been adjudicated upon in CC No.979/2009 vide order dated 24.11.2015. These objections are therefore rejected. The execution petition has already been disposed off and the JD/OP has not paid any amount.

g. The earlier proceedings had culminated in a specific direction to correct the identified error in the assessment. The order dated 24.11.2015 did not authorise the OP to reopen every component of the claim or to introduce a new ground of liability reduction. The principle that an insurer cannot subsequently travel beyond the grounds on which the claim was repudiated has been authoritatively recognised by the Hon'ble Supreme Court in the matter of Saurashtra Chemicals Ltd. vs. National Insurance Co. Ltd., (2019) 19 SCC 701, the Hon'ble Supreme Court held that an insurance company cannot travel beyond the grounds contained in the repudiation and cannot introduce a new ground at the stage of consumer proceedings. The same principle has subsequently been reiterated by the Supreme Court in JSK Industries Pvt. Ltd. vs. Oriental Insurance Co. Ltd., 2023 SCC OnLine SC 1451, observing that supplementary reasons beyond the grounds contained in the repudiation cannot subsequently be introduced to justify the insurer's stand. The principle assumes even greater force in the present case because the OP is not merely seeking to supplement its original defence; it is attempting to use a direction for correction of a specific computational error as an opportunity to introduce an entirely new reduction based on alleged under-insurance. Such a course cannot be countenanced.

h. The plea of under-insurance at 34.67%, insofar as it was not part of the original adjudicated controversy and was introduced only through the subsequent reassessment, is therefore rejected.

i. A surveyor's report is undoubtedly relevant material in an insurance claim. However, it is not conclusive or sacrosanct. The Supreme Court has repeatedly held that a surveyor's report is evidence which must be evaluated along with the other material on record. In Sri Venkateswara Syndicate vs. Oriental Insurance Co. Ltd., (2009) 8 SCC 507, the Supreme Court cautioned against successive surveyors being appointed merely to obtain a report more favourable to the

insurer. The Court recognised that while an insurer may depart from an earlier report for legitimate reasons, such departure must be supported by proper justification. The principle has been reiterated in subsequent decisions. The Supreme Court has observed that a surveyor's report is not the final word and may be departed from where reliable material on record warrants such departure. In the present case, the report dated 01.03.2016 does not merely correct the error identified by this Commission. It materially enlarges the scope of reassessment, re-evaluates the entire risk and introduces a new deduction on the basis of alleged under-insurance. The OP cannot convert a limited corrective direction into a licence for reopening the entire claim.

j. The reassessment report, insofar as it travels beyond the mandate of the order dated 24.11.2015 and introduces new grounds for reducing the claim, is therefore liable to be discarded and set aside.

12. In view of the above findings, we feel it appropriate to assess the conduct of the OP in its entirety to assess the magnitude of the second deficiency in service and the harassment caused to the complainant as surfaced out in this second complaint, as per following chronology of events:-

- i. The fire occurred on 21.04.2008.
- ii. The original complaint was adjudicated on 24.11.2015, when the Commission directed the OP to correct the identified error in a specific period of 60 days.
- iii. Instead of complying with the order within the stipulated period, the OP failed to make the directed correction and thereafter relied upon a fresh reassessment containing an additional ground of alleged under-insurance.
- iv. The consequence was that a consumer who has suffered loss due to fire, was compelled to continue litigation for claim of insurance even after obtaining a favourable adjudication regarding the assessment error and has been deprived of the use of the amount legitimately payable under the insurance claim since the occurrence of the insured loss.



13. The above chronology of events is sufficient to hold that the conduct of OP is therefore not merely a dispute over the quantum of loss. It amounts to a further failure to render the insurance service in accordance with the adjudication already rendered by this Commission. The Commission is conscious that a finding of criminal contempt is within the jurisdiction prescribed by law and cannot be casually recorded in consumer proceedings. However, the deliberate and unexplained non-compliance with the directions contained in the order dated 24.11.2015 can certainly be taken into account while determining deficiency in service, compensation, costs and punitive consequences permissible under the consumer law. The Supreme Court has recognised that compensation in consumer proceedings can include recompense for harassment and mental agony where such injury is established as a consequence of deficient conduct. The judgments in the matters of Ghaziabad Development Authority vs. Balbir Singh, (2004) 5 SCC 65; Lucknow Development Authority vs. M.K. Gupta, (1994) 1 SCC 243 and Charan Singh vs. Healing Touch Hospital & Ors., (2000) 7 SCC 668 are relevant in the matter. In the circumstances of the present case, the prolonged deprivation of the legitimate insurance claim, coupled with the failure to comply with the earlier order and the subsequent introduction of a new ground for reduction of liability, justifies an award of compensation. Accordingly, this Commission holds that the conduct of the OP constitutes a second and independent deficiency in services as surfaced out in this second complaint.

14. The present case also warrants imposition of appropriate costs upon the OP because adjudication of consumer complains in Insurance claim cases, cannot become an endless process whereby, after an insurer has suffered an adverse finding, the consumer is compelled to litigate repeatedly merely to obtain the benefit of the order already passed. The purpose of costs is not merely compensatory. In appropriate cases, realistic and punitive costs are justified to discourage conduct which unnecessarily prolongs litigation and defeats the efficacy of consumer adjudication. Having regard to the facts and circumstances, this Commission considers a sum of Rs.1,00,000/- (Rupees One Lakh only) to be an appropriate amount of costs upon the OP which shall be deposited by the OP towards the Consumer Welfare Fund.

15. We also feel that the conduct of OP has also caused harassment, humiliation and mental agony to the complainant, for which the complainant is also required

to be compensated suitably in light of the law settled for compensation and we are inclined to consider the prayers of the complainant in rightful manner. We, therefore, allow the complaint and direct the Opposite Party (M/s Oriental Insurance Company Limited), to pay to the Complainant:-

- i. a sum of Rs.1179813/- (Rupees Eleven Lakhs Seventy Nine Thousand Eight Hundred Thirteen only) as claimed loss mentioned in line number 5 to 7 of page 2 of order of the commission passed on 24-11-2015. This amount shall be paid with interest @ 9% per annum from 01/07/2009 till the date of actual realization,
- ii. a sum of Rs.1,00,000/- (Rupees One Lakh only) towards compensation for harassment, mental agony and inconvenience In view of the second deficiency in service as surfaced out in this second complaint,
- iii. a sum of Rs.55,000/- (Rupees Fifty-Five Thousand only) towards costs of the this complaint's litigation .

16. In addition to above directions at para 15, the Opposite Party shall also comply with the monetary directions contained in the earlier order dated 24.11.2015 in CC/979/2009, i.e. payment of Rs.50,000/- towards compensation and Rs.20,000/- towards litigation expenses, along with interest @ 9% per annum from 24.11.2015 till the date of actual payment.

17. Further, the Opposite Party shall also deposit a sum of Rs.1,00,000/- (Rupees One Lakh only) towards costs, imposed upon the OP for mis-conduct, to the Consumer Welfare Fund of Delhi.

18. It is clarified that all amounts directed to be paid, para 15 to 17 above, to the Complainant and deposited pursuant to this order shall be complied with within 30 days from the date of receipt/service of this order. In case of failure to comply with the directions within the aforesaid period, the amount payable under this order shall carry penal/additional interest @ 12% per annum from the date of default till actual realization. The OP shall furnish proof of compliance to the Registry immediately after compliance of the order.



19. We expect that the present order shall be read harmoniously with the earlier order dated 24.11.2015 in CC No. 979/2009. The present proceedings arise from the liberty expressly granted therein and are intended to secure the effective implementation of the adjudication already made. Before parting, this Commission considers it appropriate to observe that:-

- I. an adjudicatory order cannot be rendered nugatory by a subsequent administrative or survey exercise undertaken by the very party against whom the directions were issued. Once a specific deficiency has been judicially identified and a corrective direction issued, compliance must be substantive and in its true spirit, and not merely formal.
- II. The consumer is entitled not merely to an order on paper but to the effective fruits of that order. The object of consumer jurisprudence would be defeated if an insurer could, after an adverse adjudication, reopen the claim by introducing new grounds and thereby compel the consumer to commence another round of litigation.
- III. The conduct of the OP in the present case, viewed in its totality, warrants the reliefs and costs directed hereinabove.

20. The complaint stands disposed of in the above terms. Pending applications, if any, shall also stand disposed off.

21. Order be given to the parties in accordance with rules. Order be also uploaded on the website. Thereafter, file be consigned to the record room.


ASHWANI KUMAR MEHTA
Member
DCDRC-1 (North)


HARPREET KAUR CHARYA
Member
DCDRC-1 (North)


DIVYA JYOTI JAIPURIAR
President
DCDRC-1 (North)