

**IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
AT NEW DELHI**

NC/CC/284/2014

M/s. Cemcon Track Industries

... Complainant

Versus

M/s. Bajaj Alliance General Insurance Co. Ltd. & Anr.

... Opp. Parties

BEFORE:

HON'BLE MR. JUSTICE A.P. SAHI, PRESIDENT

HON'BLE MR. BHARATKUMAR PANDYA, MEMBER

Appeared at the time of arguments:

For Complainant	:	Ms. Deepa Chacko, Advocate Mr. Lakshya Kumar, Advocate
For OP- 1	:	Mr. Naresh Kaushik, Sr. Advocate with Ms. Aishwarya Sinha, Advocate Mr. Anand Singh, Advocate Ms. Saumya Johari, Advocate
For OP- 2	:	Ms. Seema Gupta, Advocate

Pronounced on: 22nd September 2026

ORDER

JUSTICE A.P. SAHI, PRESIDENT

1. The present complaint has been filed alleging deficiency in service as against the OP-1 Insurance Company on the ground that the claim of indemnification of the loss suffered by the complainant due to a burglary in the premises has been erroneously repudiated on 11.10.2013.

2. The matter was heard on 08.10.2025 when we had passed the following order:

Heard Advocate Chacko, learned counsel for the Complainant and Ms. Seema Gupta, learned counsel for OP-2 Bank. Learned counsel or the Complainant has advanced submissions contending that the repudiation letter dated 11.10.2013 spells non-compliance of certain terms and conditions of the policy which is incorrect and has urged that keeping in view the nature of the burglary and the arrangements made for securing the premises, the manner in which the goods moved out, establish the loss and consequently, the repudiation is invalid.

The repudiation letter dated 11.10.2013 has been filed as Annexure P-26 and with the aid of learned counsel, we have gone through the same and prima facie we find that the repudiation is based on the observations made therein particularly with regard to an allegation of the Complainant not having duly observed the reasonable precautions that were to be deployed for the purpose of keeping the premises safe and secure apart from the other reasons mentioned in the repudiation letter. While perusing the same, we find that Clause no. 5.2 mentions about the security system or aid as specified in the proposal to be maintained. From the records, we find that the proposal form is not on record and therefore, the same would be necessary for the purpose of adjudicating the present controversy.

Learned senior counsel Mr. Kaushik, appearing for the Insurance Company submits that the Insurance Company will make available the proposal form for a perusal during the hearing of this case and he is therefore, granted four weeks' time to file the proposal form or any other such document which may be necessary in support of the repudiation letter that may be brought on record. An advance copy of the same be served to the learned counsel for the Complainant as well as to the learned counsel for the Bank.

The affidavits be exchanged between the parties.

It will not be necessary for the Bank to file any affidavit keeping in view the nature of the controversy that emerges on the pleadings of the case at this stage.

Let the matter be listed on 18.12.2025.

- 3.** Since the proposal form was not on record, we had directed learned counsel for the OP to make available the same.

4. However, adjournments were sought to enable the production of the proposal form, but Mr. Kaushik, learned senior counsel for the Insurance Company, on 12.03.2026, informed the Commission that in spite of best efforts, the original proposal form could not be traced out as it is a very old matter, and instead he relied on a blank proforma of the proposal form currently in vogue, which he submits reflects on the nature of the information that is to be tendered along with the proposal form. We shall refer to it later on, but on the aforesaid statement of the learned counsel, we passed the following order on 12.03.2026:

Learned Senior Counsel Mr. Naresh Kaushik appearing for the Insurance Company, states that in spite of best efforts the original proposal form has not been made available, yet a proforma which is utilized for the purpose of such insurance is available. He however submits that he will make another attempt.

Today learned counsel for the complainant Ms. Deepa Chacko has appeared online and she states that the matter may be adjourned on account of some technical issues in her office.

Accordingly, let the matter be listed on 16.07.2026.

5. An adjournment was sought on behalf of the Insurance Company, whereafter the matter was heard finally on 07.09.2026.

6. Learned counsel for the complainant invited the attention of the Bench to the policy schedule filed along with the complaint.

7. The subject matter of the risk covered as per the policy was for stocks of all types of switches and railway track parts and their related stock stored or lying at the given address of the factory situate at Village Mundlan, Teh. Gohan, District Sonipat, Haryana. It may be pointed out that there were two

policies, one was a Burglar Policy and the other was a Fire Policy. The complainant industry manufactures railway switches, plates and other ancillary parts for the railways. The present dispute relates to a burglary, which is alleged to have been reported to the police through an FIR lodged on 07.05.2013. The same is an information tendered before the police by Mr. Ram Kumar Patwa, the Manager of the Petitioner Industry, stating therein that a large number of items that were stocked inside the factory have been stolen by forcibly making a passage through a pit of 1.30 feet breadth. Several items were also stated to have been left by the burglars outside the premises and the burglary was committed by some unknown person. The same was also reported in several newspapers. Claim was made before the Insurance Company on 11.05.2013 and the same is extracted hereinunder:



ADMN. OFFICE :
272/4, Vikas Nagar, GOHANA, Sonapat (Har.)
Telefax : 01263-252867
Fax : 011-24653950
e-mail : cemcon63@yahoo.in

ANNEXURE PIS CCo
No. LLU. 75

Regd. Office
9-10/3, 11th Floor, Laxman House
Asaf Ali Road, New Delhi-11000
Ph. : 011-2328426

Ref. CTI/PSB/2013-14

11/05/2013

The Branch Manager,

Punjab and sind bank,

G.T. Road, Panipat.

Sub:-details of stolen materials on dt. 07.05.2013

Ref:-Theft in factory on dated 07/05/2013

Res/Sir,

In above reference, we hereby submitting the list of stolen materials with value:-

1. Mix Scrap:- Value- Rs. 5215936/-

Items :- Reinforcing strips, slide chair scrap, mild steel bracket scrap, stretcher bar bracket, bearing plate, tie plate, stretcher bar, mild steel bearing plate shoulder, distance block, heel block, slide block, tongue rail pieces scrap, stock rail pieces scrap, check rail pieces scrap, motor winding wire, starter, starter patti, contactor, M.C.B, Rotor part of motor, aluminium wire, starter button of hand grinder, grinder, copper wire, submersible, motor & wire, old panel, circuit breaker, fuse wire & fuse, crane starter, crane lifting wire, fuze of mig welding, electrode of welding set, welding set three phase wire, old pinion of planner, shaft of planner, gear of planner, tool holder of planner, key of planner, cast iron slide block of different size, shaper head, shaper tool holder, breakage of universal testing machine, fixtures of planner for rails tight, old bearing of drill machine, tools and drills of different size, pully of lathe machine and planner etc.

2. Machinery spares and parts:- Total value- 7326180/-

Items:- cast iron chair gauges of switch expansion joint, die steel, bracket dye of SEJ, Tie angle gauge of SEJ, front gauge of stock rail and tongue rail, slide chair bracket dye of 52 kg and 60 kg, slide chair bracket gauge of drg no. RT- 4735, 5836 Etc, bearing plate zig, stretcher bar bracket gauge, bearing plate gauge of different drg. Dumble of different size like 10 mm, 12 mm, 14 mm, 16mm and 20 mm for testing, different size pully of planner, different gear of planner, drill machine, shaper and lathe machine, horizontal gear of planner, dye of stretcher bar bracket, dye of stretcher bar lug and bearing plate shoulder, dye of stopper of 52 kg and 60 kg, spring setting device plate

FACTORY: 8 KM. STONE, PANIPAT ROAD, NEAR VILLAGE MUNDLANA, TEHSIL GOHANA
DIST. SONEPAT (HARYANA)



ADMN. OFFICE :

272/4, Vikas Nagar, GOHANA, Sonapat (Har.)
Telefax : 01263-252867
Fax : 011-24653950
e-mail : cemcon63@yahoo.in

Regd. Office

9-10/3, IIIrd Floor, Laxman House
Asaf Ali Road, New Delhi-110002
Ph. : 011-23284267

Ref.

Dated :

gauge, spring setting device plate pointer, zig for holes in slide chair, bearing plate, tie plate str. Bar, M.S plate and tie bar, dye of tensile testing equipment, screwing and non screwing gauge for 18 mm and 25 mm bolts, different size special testing plate used in chemical testing, different tools of CNC machine uses in cutting of different size, jim crew, all gauges of improved SEJ, different size shaft, different size pinion of planner, all gauge of SSD, spring setting device plate for spring, motors of 2hp, 3hp and 4 hp, D.S bar bar for lifting rail lines, torque wrench, angle for shed, plate of SSD for fixing device, chain pully, hardness tester, die of SEJ joint cutting etc.

3. CI Block :- Total Value - Rs. 2558740/-
4. Nut -Bolts and revits of different sizes:- Total value:- Rs. 2401700/-
5. SEJ Accessories:- Total Value- Rs. 2664000/-

Items:- cast iron chair, T-head nut-bolts, tie angle, M.S. bracket, single coil spring washer etc.

6. Mild steel:- total value- Rs. 4412000/-
7. Plate Screws:- Total value-Rs. 1616850/-
8. Mixed store stock items:- Rs. 2876770/-

So, materials of amt. Rs. 29072176/- has been stolen on 07/05/2013.

* This is for your kind information.

CC to :- 1. Ajay Mahajan

Surveyor of Bajaj Allianz

Your's truly
For M/s Cemcon Track Industries

Partner

For Cemcon Track Industries

TRUE COPY

Deepa Chacko
Advocate

**FACTORY : 8 KM. STONE, PANIPAT ROAD, NEAR VILLAGE MUNDLANA, TEHSIL GOHANA,
DISTT. SONEPAT (HARYANA)**

The details were also provided with certain bills and receipts.

8. The Insurance Company appointed a Surveyor, namely M/s Ajay Mahajan to conduct the survey and a survey report is stated to have been tendered by the Surveyor to the Insurance Company dated 04.09.2013. A copy whereof has been filed as Annexure R5 to the reply of the Insurance Company. The same is extracted hereinunder:

ANNEXURE R/5
36

AJAY MAHAJAN B.E., M.I.E., F.I.I.S.A (Ind.) CHARTERED ENGINEER Technical Surveyor & Loss Assessor License No. SLA-22125/88-2013 Exp. on 29.12.2013 Service Tax No. ABZPM9780FST002 937/2k13/AM/B.A	PANIPAT OFFICE 784, MODEL TOWN PANIPAT-132103 ☎ : 2651063, 4010784 Cell No. : 98120-01063 ajaymahajan784@rediffmail.com Pan No. ABZPM9780F September 4, 2013
---	--

**CONFIDENTIAL
WITHOUT PREJUDICE
PRIVILEGED FOR THE CONSIDERATION OF THE INSURERS
SURVEY REPORT**

To

The Claims Manager
Bajaj Allianz General Insurance Co. Ltd.,
SCO-14, 4th Floor,
U.E. Sec-5,
Panchkula

Sub :- Loss by theft reportedly discovered on 07.05.13
A/c M/s Cemcon Track Industries, Village Mundlana, Distt. Sonapat
Policy No. OG-13-1207-4010-00000809 & OG-13-1207-4010-00000978
Your Claim No. OC-14-1201-4010-00000001

Dear Sir,

Under telephonic instructions received from your Office on 07.05.2013 to survey and assess the loss to the above captioned subject, I the undersigned contacted the insured and fixed up an appointment and further visited the insured's premises on the very same day and on reaching there the insured's representative Mr. Mukesh Tayal one of the partners of the captioned firm was contacted who represented the firm at the time of loss inspection. The affected site was minutely inspected in his presence and observations were recorded down. After a brief discussion regarding the loss, a set of evidential photographs of the affected site depicting its position and location were arranged on the very same day which was enclosed herewith the report for reference. The insured's representative was verbally apprised of the requisite claim papers on the very same day and thereafter in writing vide our letter Dtd. 19.05.2013 followed by reminders dtd. 11.06.2013 & 28.06.2013. The insured has submitted the claim papers on piecemeal basis. On going through the claim papers submitted by the insured and cross tallying them with the observations recorded during the course of survey and also cross tallying with the insurance policy provided to us by the insured, the loss was scrutinized / assessed. The final report is submitted as under:

INSURERS PARTICULARS:- (Covered under two policy's)

<u>Policy No., OG-13-1207-4010-00000809</u>	
1. Insurers	Bajaj Allianz General Insurance Co. Ltd.
2. Policy No.	OG-13-1207-4010-00000809

08 OCT 2013

- | | | | |
|----|---------------------|---|---|
| 3. | Issued by | : | 167/18C, 2nd Floor, Hazara Singh Bldg,
Nr. Ambala Club, Nr. Vijay Ratan Chowk,
Ambala Cantt. |
| 4. | Insured | : | M/s Cemcon Track Ind. Ltd., Vill. Mundlana,
Teh. Gohana |
| 5. | Period of Insurance | : | 22.01.2013 to 21.01.2014 |
| 6. | Sum insured | : | Rs. 220.00 Lacs |
| 7. | Risk covered | : | Burglary Insurance |
| 8. | Nature of coverage | : | Rs. 220.00 Lacs on Stocks of all types of Switches
and Railway Track Parts and their related stocks
stored or lying at the above said address |
| 9. | Excess Clause | : | 5% of the claim amount subject to minimum
Rs.2500/- for each and every claim. |

Policy No., OG-13-1207-4010-00000978

- | | | | |
|----|---------------------|---|--|
| 1. | Insurers | : | Bajaj Allianz General Insurance Co. Ltd. |
| 2. | Policy No. | : | OG-13-1207-4010-00000978 |
| 3. | Issued by | : | 167/18C, 2nd Floor, Hazara Singh Bldg,
Nr. Ambala Club, Nr. Vijay Ratan Chowk,
Ambala Cantt. |
| 4. | Insured | : | M/s Cemcon Track Ind., Vill. Mundlana,
Teh. Gohana |
| 5. | Period of Insurance | : | 25.03.2013 to 24.03.2014 |
| 6. | Sum insured | : | Rs. 50.00 Lacs |
| 7. | Risk covered | : | Burglary Insurance |
| 8. | Nature of coverage | : | Rs. 50.00 Lacs on the Stocks of Switches
and Railway Track Parts |
| 9. | Excess Clause | : | 5% of the claim amount subject to minimum
Rs.2500/- for each and every claim. |

THE INSURED:

M/s Cemcon Track Industries is a partnership firm with the following partners:-

1. Mukesh Tayal
2. Mrs. Shalu Tayal

The said firm was incorporated on 28.11.1994 with an objective to carry out business of manufacturing of railway track lines. The raw material is being supplied by the Railway Authority in the form of rail length. Thereafter undergoing no. of processes i.e. plaining, shaping, drilling, welding, cutting, grinding, reverting & fish plate fitting the final product i.e. the railway track line is manufactured which is dispatched to the railway authority for laying the railway track. Day to day affairs are looked after by the partner Mr. Mukesh Tayal along with team of workers. The insured is having good reputation in his trade.

LOCATION & PREMISES:

The insured business premises are situated at Village Mundlana, Gohana Road, Near Gohana and is spread in a land area of 1 acre and 11 marlas having one boundary wall surrounding the entire campus. The office is built of burnt bricks set in cement mortar whereas the process block where the machinery installed is a shed type area with galvanized sheets on top. The raw material is stored in open as well as in the process area.

MANUFACTURING PROCESS OF THE INSURED:

The said insured is engaged in manufacturing of railway tracks. To manufacture the said product the raw material is being supplied by the Railway Authority in the form of rail length. Thereafter the said crude rail length undergoes a no. of processes i.e. planning, shaping, drilling, welding, cutting, grinding, reverting & fish plating and attachment of other accessories/fitting, the final product i.e. the railway track line is manufactured/obtained which is finally tested for its quality check at the works and thereafter it is dispatched to the railway authority as per their delivery schedule / job agreement for laying the railway tracks at various locations.

SYSTEM OF ACCOUNTS:

The Accounting year of the firm is from 1st April to 31st March (Regular Accounting Norms). The insured is maintaining books of accounts. However, insured has submitted copy of stock records only in respect of fan shape switches and MS bars only. The said firm is submitting its income tax returns regularly.

BANKERS/FINANCIERS:

Punjab & Sind Bank, G.T.Road, Panipat are the bankers of the above said firm. The insured styled as M/s Cemcon Track Industries is enjoying a C.C.Limit of Rs. 2.00 Crore with its bankers and is having good relations with them.

The insured is availing a term loan of Rs.85.00 Lacs from the same bankers.

THE INCIDENT:

As per the written statement of Mr. Mukesh Tayal S/o Sh. Radhey Shyam that the factory was shut down since 23rd Dec. 2012 and due to non finalization of the railway tenders, they had stopped the production and since then the factory was shut down and was guarded only by 2 no. day / night watchman namely Sham Lal and Prem Singh. On 07.05.2013, a farmer Mr. Sunny R/o Vill. Chidana who had taken on lease an agriculture land near to the insured's factory was passing by in the area when suddenly he realized that couple of ladies were trying to lift some material outside the insured's factory but it appeared that the material was heavy and they were facing problem in lifting it. On seeing to this, when he addressed them verbally from a distance, all of them fled from the location. Mr. Sunny on seeing to this informed the factory watchman Mr. Sham Lal on duty who observed that some factory material was lying outside the factory premises. He immediately informed the factory engineer Mr. Dinesh Kaushik who in turn informed the matter to the owner Mr. Mukesh Tayal. All of them when jointly visited the factory, they observed that the outer boundary wall of the premises were tempered at four diff. locations and suspected that the intruders after removing the bricks from the boundary wall at the said four locations could have entered into the factory premises and thereafter had

removed the machinery parts, electrical components, motors, pulley's, gear boxes, dyes, jigs, gauges, M.S.Plates, M.S.Scrap, Blocks, Nuts, Bolts etc. etc. In the opinion of Mr. Mukesh Tayal, this had been gradually happening from 2-3 months. On realizing the situation, the insured informed the police authorities at P.S.Mundlana and also his bankers later on who in turn informed the underwriters.

THE CAUSE:

As already stated above and as described by the insured Mr. Mukesh Tayal in his written statement obtained on 07.05.2013 at our initial visit that the factory was shut down since 23 December 2012 due to non finalization of the tenders by the Railway Authority. Since then, there were no workers / administration staff in the premises but the premises were day and night guarded by 2 no. watchman namely Sham Lal and Prem Singh who were safe guarding the premises in the day and night respectively. As the factory was non operational with no workers, the intruders took advantage of the same and taking their own time tempered the boundary wall to their comfort and thereafter entered into the insured's premises and in various attempts in a prolonged period of time, It appears that in this way they managed to remove the insured's machinery components, Electricals, scrap, raw material as well as some portion of the finished goods from the godowns as well as the open court yard / process block over a period of 2-3 months.

STATEMENT OF THE 1st WITNESS:

Mr. Sanjay (Sunny) S/o Raghbir Singh resident of Village Chidana confirmed in writing that on dated 05.05.13 he was going from Gohana to Chidana. As he reached near M/s Cemcon Track Industries, he observed few ladies standing near the boundary wall and he stopped and inquired from them on which they stated that they wanted drinking water. So he guided them to go to the pump. Similarly when again he was passing from the same location on 07.05.13, he again saw same ladies standing outside the boundary wall of M/s Cemcon Track Industries and as he inquired from them their version was different and they informed that they are in the fields for collecting the waste material to be used for burning in cooking. However, Mr. Sunny noticed/observed that in composite two ladies were lifting something in a Katta (jute bag) which appeared to be heavy as he stopped his bike and asked them they immediately dropped the jute bag and speeded towards the road and thereafter boarded a local jeep and escaped towards Gohana. Later on Mr. Sunny when saw that there were heavy plates in the jute bag he shouted and tried to follow them but failed. He later returned back and informed the security guard of the firm regarding the matter (copy of written statement obtained is enclosed).

STATEMENT OF THE NEIGHBOURS

Statement of Sh. Jasbir Lathwal S/o Sh. Suraj Bhan Lathwal

Mr. Jasbir Lathwal S/o Suraj Bhan Lathwal resident of Village Mudlana, Tehsil Gohana, Distt. Sonapat who owns agricultural land near Cemcon Track Industries confirmed in writing that he was watering his fields in the day time when he heard some noise and thereafter saw that a few ladies were running from the boundary wall of Cemcon Track Industries towards the road and boarded a local jeep. When he also reached the location, he along with the company watchman saw that couple of iron plates were lying outside near the boundary wall. (copy of written statement obtained is enclosed).

Statement of Sh. Jile Singh Lathwal S/o Sh. Chandan Lathwal

Mr. Jile Singh Lathwal S/o Chandan Lathwal resident of Village Mudlana, Tehsil Gohana, Distt. Sonapat who is also having agricultural land near Cemcon Track Industries also confirmed in writing that on 07.05.13 in the afternoon, he saw a few ladies picking some material from outside the boundary wall of Cemcon Track Industries and as he shouted, they escaped in a jeep. (copy of written statement obtained is enclosed).

STATEMENT OF WATCHMAN

Mr. Sham Lal S/o Sh. Rulia Ram, day watchman

Mr. Sham Lal S/o Sh. Rulia Ram, the company watchman confirmed in writing that on 07.05.13 he was in the day shift duty. At around 2:00 pm, Mr. Sanjay came on the gate and informed him that some of the factory material was lying outside in the fields near to the boundary wall. On listening to this, Mr. Sham Lal when came outside and saw that the metallic plates were lying in the fields, he immediately rang up company engineers and took a round of the entire boundary wall and he observed that the boundary wall was tempered at four different locations and he suspected that the intruders/thief must have entered from the captioned location and had stolen the material from its campus. (copy of written statement obtained is enclosed).

Mr. Prem Singh S/o Sh. Dalip Singh, night watchman

Mr. Prem Singh S/o Sh. Dalip Singh also confirmed in writing that he was on night duty on 06.05.13 and next day on 07.05.13, he received a call from the factory that some theft has taken place in the factory premises. He also returned back to the factory premises and saw that the boundary wall was tempered and some material was lying outside the boundary wall. (copy of written statement obtained is enclosed).

MEDIA:

This mishap regarding theft in the premises of M/s Cemcon Track Industries was widely covered by the vernacular media. Copy of the various newspapers as submitted by the insured are enclosed projecting the coverage of the mishap.

POLICE REPORT:

The matter was reported to the Police Authorities at Police Station, Gohana Sadar who had registered the case under IPC 1860 Section 457/380 vide FIR No. 94 Dtd. 07.05.2013.

The FIR registered with the Police Authorities elaborates that Mr. Ram Kumar, Manager, Cemcon Track Industries reported to the Police Authorities that the factory was under shut down since approx. 4-5 months and on 07.05.2013 when he went / entered into the factory he found the boundary walls were tempered and when he checked and found various items missing in the premises. As per police observations reflected in FIR, the culprits are unknown.

OBSERVATIONS:

As discussed already, we had visited insured's premises on 07.05.13 at Village Mundlana, Tehsil Gohana, Distt. Sonapat. It was observed that boundary wall of insured's premises was tampered at four different places. It seems that reported intruders got entry into the premises from these broken boundary wall areas and lifted insured's machinery parts, stocks, electrical etc. over a period of time of about 2-3 months. Our main observations are as under:-

- (i) The insured premises boundary wall was tampered from all four sides including front side. The policy issued to insured is burglary insurance policy covering loss caused by actual or attempted burglary. Burglary as defined under para 2.10 of the policy means the unforeseen and unauthorized to or exit from the insured premises by aggressive and detectable means with the intent to steal contents therefrom. By insured's own admission, the reported thieves were engaged in this act over a period of 2 to 3 months. It is important to note that after first unauthorized entry into insured's premises, all the subsequent entries over a period of 2 to 3 months were unhindered and were in nature of free approach to the intruders.
- (ii) The factory was shut down since 23.12.12 and there were no manufacturing activities carried out in the unit. Further, there was no staff/labour present in the unit since 23.12.12.
- (iii) As informed by insured, there was a single guard looking after the premises in day time and a new guard used to take over duties at night time.
- (iv) The factory is spread over an area of about 1 acre and 11 marlas. Only one guard was taking care of the location in 12 hours duty. A shut down premises being guarded by a single security guard on duty seems to be grossly insufficient security arrangements for such a huge premises.
- (v) The reported intruders/thieves used to lift insured's material over a period of 2-3 months without coming to the notice of either day security guard or night security guard, clearly projects the incompetency of the security guard as well as gross negligence of insured in safe guarding the premises.
- (vi) As made to understand that the reported intruders/thieves reportedly lifted heavy/bulky items like CI blocks, mild steel bars, electrical items, machinery spare parts, heavy iron scrap, tools, jigs, fixtures over a period of 2-3 months and these entire series of reported acts went unnoticed by security guards which does not seem to be justified.
- (vii) The insured informed that scrap of different types was got stolen from an open area adjoining the process block which is quite visible from the main gate and as well as other portion of the insured's premises. The location from where the scrap of diff. types was said to be stolen cannot be left unnoticed over a period of time if the premises are attended / guarded. Further as informed by insured, machinery parts and spares were reportedly stolen from stores and also from the process block in the open shed. It was also reported that various dyes, jiggers and fixtures were removed/dismantled from the machines and were taken away by the intruders. Further, stocks consisting of MS (mild steel), switch accessories and CI block etc. were also reportedly stolen from the process block housed in open shed which is visible from all corners of the insured's premises including the main gate and security guard room.

Therefore, keeping in view above observations, it appears that reported intruders/thieves had a free and unhindered approach in the factory premises over a period of 2-3 months. It is also pertinent to note how intruders could have removed/dismantled heavy machinery parts affixed to respective machineries without being noticed by security guard. Further, loss was also reported from area which is clearly visible from gate/security guard room. These observations raise questions on type of security arrangements made by insured. Therefore the security arranged by the insured as well as the insured appears to be grossly negligent in safe guarding his property.

Attention is also invited to condition no. 5.2 of burglary insurance policy which states that insured shall take all reasonable steps to safe guard the contents and the insured premises against any insured event. As apparent from above discussion, it becomes clear that insured has not taken reasonable steps to safe guard insured premises against insured risks.

Attention is also invited to condition no. 5.3 regarding alteration of risk in burglary insurance policy which is reproduced as under:-

"The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:-

5.3.1 The insured carries on any business at the insured premises other than the business and/or

5.3.2 There is any material change in the facts and matters stated in the proposal and/or

5.3.3 The ownership of the contents and/or the insured premises passes from the insured to any other person or entity otherwise than by operation of the law of succession as applicable and/or

5.3.4 If the insured premises are unused.

And such suspension shall continue until such time as the company has agreed to lift the suspension and the insured had paid the additional premium that may be requested by the company"

Therefore, insured has clearly violated condition no. 5.3.4 of general conditions of the policy as insured premises were unused over a period of about 5 months and insured had concealed this material fact from the insurers over this period. Therefore keeping in view above condition, insured's cover afforded under the policy stood suspended.

INSURED'S CLAIM BILL:

The insured has submitted a claim bill of Rs. 2,90,72,176/- towards the loss under the said policy. The said claim bill includes loss to scrap/machinery parts and spares, raw material/tools/jigs/fixtures etc. (as per claim bill attached).

OUR OBSERVATION/OPINION ON THE CLAIM BILL

1. The insured has claimed Rs.52,15,936.00 under the head "scrap of various kinds".
2. The insured has claimed Rs.73,26,180.00 under the head "machinery parts & spares".

3. The insured has claimed Rs.1,36,53,290.00 without identification of the head. However, on verification of records of insured and nature of material, it appears to pertain to "stocks".
4. The insured has claimed Rs.28,76,770.00 without identification of the head. However on detailed perusal of the same, it is observed that items reportedly mentioned under this unidentified head appear to be cutting tools, tools, dyes, jiggers etc.

The subject matter of policy issued to insured is "On stocks of all types of switches and railway track parts and the related stocks stored &or lying at the above address."

Keeping in view above, it is very much clear that policy issued to insured is only on stocks in trade i.e. stocks of raw material, work in process and finished goods which are meant to be sold. The policy does not cover capital goods such as machinery / machinery parts and spares, tools, dyes and jiggers etc. which are used for carrying out manufacturing activities of unit. These are not meant for sale in ordinary course of business and do not form part of stock in trade. Therefore, out of claim bill of Rs.29072176/-, only following items pertain to stocks discussed as under and rest of the items fall outside purview of the policy:-

- | | |
|---|----------------|
| (i) Excisable, non excisable, cutting rail pieces scrap
(474936+546000+2025000) | Rs.3045936.00 |
| (ii) Stocks of raw material and finished goods like CI blocks,
nut bolts, SEJ and switch accessories, mild steel and plate
screws | Rs.13653290.00 |

EXTENT OF LOSS:

(i) As discussed in preceding para, insured has claimed Rs.5215936.00 under the head "scrap". Out of above claimed amount of Rs.5215936.00, Rs.2170000.00 pertains to electric items and machinery part scrap. The insured has been issued policy covering stocks only. It does not cover machinery parts, electric and similar items which aid in manufacturing. The balance amount claimed of Rs.3045936.00 pertains to excisable scrap, non excisable scrap and cutting rail pcs scrap. However, the insured has submitted stock record in respect of only excisable scrap. The insured has not been able to justify non excisable / cutting rail pieces scrap in absence of any day to day stock records. Further, there is no justification of holding such high level of inventories of scrap in ordinary course of business. Therefore, the same are not considered. Hence, only excisable scrap amounting to Rs.474936.00 is considered.

(ii) The insured has claimed Rs.13653290.00 for stocks of different items reproduced as under:-

Particulars	Qty	Value
CI block	62 ton	2558740.00
Nut bolts and Rivets	35 ton	2401700.00
SEJ and switches accessories	Not mentioned	2664000.00
Mild steel	100 ton	4412000.00
Plates screws	45000 pcs	1616850.00
Total		13653290.00

However, insured has submitted stock record only in respect of SEJ and switch accessories. No stock records are submitted in respect of huge quantities reportedly claimed. Therefore, all other claimed items except SEJ and switch accessories are unsubstantiated and are, therefore not considered. Hence, out of above, only SEJ switch and accessories amounting to Rs.2664000.00, in r/o which insured has submitted stock records are considered.

VALUE AT RISK:

Stocks:

As per the Performa Trading A/c up to 07.05.13 submitted by the insured duly certified by their Chartered Accountants M/s Sajjan Jindal & Co., Gohana value of inventories as on date of loss (before loss) is Rs.210.95 lacs. Therefore, as discussed above, in absence of stock records, value at risk in respect of stocks is arrived as under:-

Stock before loss as reflected in trading account	Rs.21095750.00
Less: stock not considered in absence of stock records	
Non excisable scrap	Rs. 546000.00
Rail cutting scrap	Rs. 2025000.00
CI Block	Rs. 2558740.00
Nut bolts and Rivets	Rs. 2401700.00
Mild Steel	Rs. 4412000.00
Plates screws	Rs. 1616850.00

	Rs.13560290.00

Adjusted value at risk	Rs.7535460.00

CALCULATION OF LOSS:

The insured has submitted detail of saved stock on 07.05.13 amounting to Rs.5700350.00. The insured has shown stock before loss in trading account as on 07.05.13 for Rs.21095750.00. However, as discussed above, adjusted value at risk comes to Rs.7535460.00 as on date of loss (before loss) in absence of stock records. Therefore, as reflected from above, stock of only Rs.1835110.00 could have been stolen / removed over a period of 2 to 3 months as reflected hereunder:-

Stock before loss	Rs.7535460.00
Less: saved stock	Rs.5700350.00

Balance stock suspected stolen over a period of 2 to 3 months	Rs.1835110.00

Therefore, as per insured's records, stocks worth Rs.1835110.00 were so said to be stolen / removed from the insured's premises over a period of 2 to 3 months.

Period over which theft reportedly so said to have occurred	60 days
Average value of theft in a day (1835110/60)	Rs.30585.00

Average clause

Value at risk in respect of stocks as discussed previously comes to Rs.75.35 lacs. Sum insured in respect of stocks is Rs.270.00 lacs. Therefore, average clause is not applicable.

Policy Clause

The said policy is stipulated a policy clause 5% of the claim amount subject to minimum Rs.2500/- for each and every claim hence is to be deducted accordingly. 5% of the claim amount comes to Rs.12829.50 (5% of Rs.30585.00) which being on the higher side is being deducted as under:

$$\text{Rs.30585.00} \quad - \quad \text{Rs. 1530.00} \quad = \quad \text{Rs.29055.00}$$

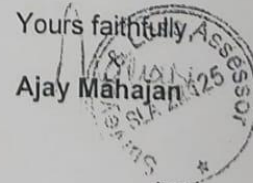
Recommendation in the claim

As discussed already and stated by the insured, the so said mishap / theft had taken place over a period of 2 to 3 months (60-90 days). Therefore, keeping in view above, we have taken period of theft to be minimum of two months i.e. 60 days (minimum period for which the insured is confirming in writing and also being projected / recorded in the Police Report and also published by Media). After first unauthorized entry into the premises, there was free unhindered approach to the intruders which all were undetected / unnoticed by grossly inadequate security arrangements made by the insured. However we had calculated the average value of theft in a single event just for the information of the insurers.

Hence, the average value of theft in a single event is calculated. for Rs. 29055.00 only just for the information of the underwriters and not the admission of the liability under the claim. However, it is gross violation of terms and conditions no. 2.10 (unauthorized entry against series of entries over a period of time), 5.2 (gross negligence in safeguarding the property and detection of theft), 5.3.4 (suspension of cover if premises are unused and reporting of the same to insurers) governing the policy as highlighted elsewhere in our report. Keeping in view gross violation of terms and conditions of the insurance policy by the insured as already discussed above, we are of the opinion that the said claim does not fall under the scope of the policy.

The above report has been issued by us without prejudice subject to policy terms, conditions, exclusions and our comments regarding violation of policy terms and conditions as highlighted in various sections of report.

Thanking you and assuring you of our best services.

Yours faithfully,
Ajay Mahajan


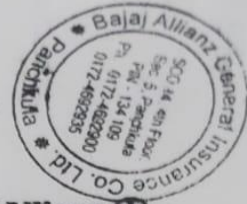
Enclosure:

- Copy of Insurance Policy
- Estimate of loss with supporting documents
- Claim Form duly filled in and signed

9. The observations made by the Surveyor narrate about the incompetency of the security guards as well as negligence of the insured in safeguarding the premises. The burglary, according to the Surveyor, had been continuing for the past two or three months, and therefore the Surveyor observed that the insured had not taken reasonable steps to safeguard the insured premises against the insured risks. He referred to condition no. 5.3, and opined that the insured had violated the said conditions and consequently the cover granted under the policy stood suspended. The relevant observations have already been extracted hereinabove.

10. The Insurance Company, after having accessed the report and also the documents on record, arrived at the same conclusion and repudiated the claim on 11.10.2013. The letter of repudiation is extracted hereinunder:

ANNEXURE P26
189



BAJAJ | Allianz

Bajaj Allianz General Insurance Co. Ltd.

"Regd AD Post"
WITHOUT PREJUDICE

BJAZ/Claims/13-14
Date: 11th October, 2013

M/s Cemcon Track Ind. Ltd.,
Village - Mundlana, Tehsil - Gohana
District - Sonapat
Haryana 131001

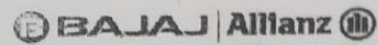
Sub: Burglary / Theft loss under burglary policy -
Policy No : OG-13-1207-4010-00000809
Claim no : OC-14-1201-4010-00000001
Date of Loss : 7th May, 2013.

Dear Sir,

This is in reference to your above mentioned alleged Burglary Claim with us and in continuation to our recent telephonic discussions held with your representatives.

Upon receipt of the intimation of the claim on 7th May, 2013, we have deputed Mr. Ajay Mahajan, an IRDA approved, independent Surveyor for loss verification and assessment. As per his physical verification / inspection and documents submitted by you; he has released the final survey report for the incidence. As per survey report; he has confirmed the following discrepancies in the said incidence.

- Premises boundary wall, was tampered from all four sides including front side at different places by intruders with alleged entry therein to the premises over a period of 2 to 3 months.
- Your factory was shut down since 23rd December, 2012 and no manufacturing operations being carried out till the notice of alleged claim. No staff or labour was present in the premises since shut down date. You have not informed these circumstances to us till intimation of burglary loss.
- Only two security guards were employed by you to look after the premises on day and night basis. At any given point only one person was available for security purpose of entire premises. You have mentioned the huge and bulky stock was available in the premises but you have not provided the adequate security to the premises which is 'Gross Negligence' on your part. Both the security guards were also 'gross negligent' while discharging their duties as they were not able to trace out the intruders alleged activities over the period of 2 / 3 months.



Bajaj Allianz General Insurance Co. Ltd.

- That reportedly the scrap of different types got stolen from an open Area adjoining the process block which has been quite visible from the main entry gate as well as from other portion of the Premises. The Location as such from where the alleged scrap of different types was said to be stolen can't be unnoticed over a period of time given the fact the premises were properly guarded/attended. Further it is also reported that machinery parts and spares were stolen from stores and process block in the Open shed besides other like spares/parts there in which is visible from all the corners of the
- Premises including the main gate and security guard room again seems to be unjustified and in gross negligence of safe guarding the Insured property on your part.

Keeping in view the above brief confirmations the concerned surveyor has recommended that claim is being 'Repudiated' on following terms and conditions of the policy.

5 - General Conditions -

- **5.1 - Due Observance by the Insured -**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company under this Policy.

- **5.2 - Reasonable Precautions**

The Insured shall:

5.2.1 - Take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event.

5.2.2 - Ensure that any security system or aid specified in the Proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition.

5.2.3 - Out of normal office or business hours, ensure that:

5.2.3.1 - All means of entry to or exit from the Insured Premises have been properly secured, and

5.2.3.2 - All safety installations and aids (including but not limited to, any burglar alarm system) have been properly deployed, and

5.2.3.3 - Any security system or aid specified in the Proposal has been properly deployed, and

5.2.3.4 The keys of or codes to any safe or strong room are removed from the Insured Premises unless the Insured Premises and, if there are several keys and/or codes for one safe or strong room, that these are kept separately from each other.



Bajaj Allianz General Insurance Co. Ltd.

- **5.3 - Alteration of Risk** - The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:
 - 5.3.1 - the Insured carries on any business at the Insured Premises other than the Business, and/or
 - 5.3.2 - there is any material change in the facts and matters stated in the proposal, and/or
 - 5.3.3 - the ownership of the Contents and/or the Insured Premises passes from the Insured to any other person or entity otherwise than by the operation of the law of succession as applicable, and/or
 - 5.3.4 - if the Insured Premises are Unused,
 And such suspension shall continue until such time as the Company has agreed to lift the suspension and the Insured has paid any additional premium that may be requested by the Company.

- **5.4 - Claim Procedure**
It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rises to or likely to give rise to a Claim under this Policy:

5.4.1 - the Insured shall within 14 days give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a Claim to specify the grounds for such belief, and

5.4.2 - immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and

Please be also informed that no further correspondence in this regard shall be entertained at our end henceforth.

Please note that nothing contained in this letter is or should be construed as a waiver of any one or more rights on our part and all our rights under and in relation to the policy remain fully reserved.

Thanking you and assuring you best our services always.

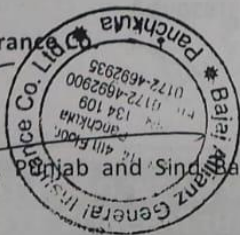
Yours faithfully,

For and on Behalf of

Bajaj Allianz General Insurance Co. Ltd.

[Signature]
Authorized Signatory

CC: To: Branch Manager, Punjab and Sind Bank, GT Road, Panipat, for your information please.



TRUE COPY

[Signature]
Deepa Chacko
Advocate

11. It is questioning the correctness of the said repudiation and alleging deficiency in service against the Insurance Company that the present complaint has been filed. Learned counsel for the complainant invited the attention of the Bench to the newspaper reports and also to the fact that the theft had taken place from all over the factory. Admittedly, the factory on the date of lodging of the FIR already stood closed for almost four months. The allegation was of the theft of scrap stolen through the holes that had been created in the side walls of the premises allegedly by the burglars, thereby facilitating the passage of several items.

12. The statement of the security guards, Mr. Shyam Lal and Mr. Prem Singh, one of whom was a day duty guard and the other a night guard, was also recorded. The statement of Shyam Lal, who was the day watchman, is extracted hereinunder:

I, ShamLal S/oRulia is the resident of V.Gamri, The Gohana, Distt.Sonepat, I am working as watchman in semcon track industry since June, 2010, on dated 7-5-2013 I was performing my duty during day hours, in the after noon at about 2 P.M. one boy whose name was Sanjay reached at the gate and stated that some raw material of the factory has been spreaded in the field, I rushed to the spot and noticed that there are iron plates have been spreaded into the field hither to tither, I immediately given the said intimation to the owners, late-on on round I noticed that at four places the wall has been broken by making the holes and in the said holes bricks have been filled and iron plates have been spreaded a lot. Sanjay also told to me as some women have stolen the said iron plates. All the above facts are true.

Signature English
Sham Lal S/o Rulia Ram,
r/o Gamri, The Gohana (Sonepat)

13. Similarly, the statement of the night watchman, Mr. Prem Singh, is extracted hereinunder:

I, Prem Singh S/o Dalip Singh is the resident of V.Mundlana, The Gohana, Distt. Sonapat, I am working in semcon industry since 2011, on dated 6-5-2013 I was on duty, during night hours, during day hours I received a telephonic call from the company that a theft has been committed in the company, I visited during day hours and noticed that at some places holes have been created in the wall and some items have been spreaded hither to hither, because there was no light on that day, I stated all these facts which are true and correct as per spot inspection.

Sincerely Yours-

*Prem Singh S/o Dalip Singh,
r/o V. Mundlana, The Gohana, Distt. Sonapat.
(Signature in English)*

14. The statement of some neighbours namely Zile Singh, Jasbir Lathwal and Sanjay alias Sunny were also recorded, where they stated that they had witnessed some women picking up certain items outside the Company gate and on suspicion, they had raised hue and cry whereafter the matter was reported to the police.

15. Learned counsel for the complainant urged that the entire stocks of the items, including those which were stolen, stood documented and had been filed. It is urged that the assessment made by the Surveyor with regard to the extent of loss is not based on a correct calculation and hence the repudiation of the claim on the basis of the said surveyor report is not acceptable.

16. Learned Counsel has therefore urged that the complaint deserves to be allowed.

17. Written submissions have been filed on 15.07.2019, vide Diary No. 28621, on behalf of the complainant, where it is alleged that the terms and conditions of the policy were never supplied, and therefore the applicability of the provisions as relied on by the Insurance Company does not arise. It is also urged that the copy of the survey report was not furnished to the complainant, and the same is not discretionary as under the IRDA Protection of Policyholders' Interests Regulations 2002, the Survey report has to be provided, which was admittedly not done. It is urged that the police report was promptly lodged, and since the police tendered a no-trace report, the claim had to be entertained and awarded on the presumption of a burglary having been committed.

18. It is also urged by learned counsel for the complainant that all documents were provided to the Surveyor, details whereof have been pleaded in the complaint.

19. It is therefore urged that the terms and conditions of the policy not having been supplied and the survey report not provided for was itself a deficiency.

20. It is then urged that the surveyor has incorrectly approached the problem by commenting that even if the claim would be tenable, the same would be a burglary committed on the first occasion, which could have been treated to be a violent entry. The subsequent stealing of the items through the same hole or stealthily would not constitute burglary, is an incorrect approach adopted by the Insurance Surveyor.

21. Learned Senior counsel, Mr. Kaushik, on behalf of the OP-1 Insurance Company has however urged that the complainant has failed to satisfy the test of deficiency, and in the absence of any proof or evidence of deficit on the part of the Insurance Company, the complaint is not maintainable.

22. He then submits that burglary was being committed at leisure, with no steps having been taken to prevent the same. The statements and the manner in which the guards have responded to the inquiries itself indicate that a free approach had been given to the intruders. He submits that the surveyor has carried out an extensive survey and has rightly reported negligence on the part of the insured and the incompetency of the security guards. In the absence of any effective security arrangement at all, the burglary was practically allowed to be facilitated, with only one guard being employed at a time.

23. He points out that the burglary was committed through several holes, and therefore to presume that the same was not even noticed for three to four months is clearly speculative. The amount of the claim indicates a huge loss, and therefore it is not imaginable that the complainant or his employees would sit quiet when this burglary was continuing for three to four months.

24. He further submits that when the admitted case is that the factory premises was lying unused for three to four months, the same was also a vulnerable circumstance to presume burglary. Thus adequate and reasonable care to protect his premises was not taken, and no material has been placed on record, even in the complaint to satisfy the same. Learned counsel submits

that the terms and conditions were a part of the policy, and the same stands recited in the schedule itself that the terms and conditions form part of the policy. The complainant never raised any grievance about the terms and conditions not being supplied.

25. Mr. Kaushik submits that the surveyor's report has been filed along with the reply, and there is nothing in the rejoinder filed by the complainant or in the evidence affidavit so as to contradict the findings recorded by the Surveyor, particularly with regard to the inadequacy of the security arrangements. Even if it is presumed that there were no factory workers for some period, the office staff and the factory manager were visiting in the presence of security guards. He submits that the presence of just one security guard at a time was itself an inadequate arrangement and therefore the terms of the policy contained in condition no. 5.3 has been clearly breached. There is no explanation on behalf of the complainant regarding this inadequacy of the security arrangements or any appropriate explanation by the guards as per their statement, extracted hereinabove. He therefore submits that this is a clear case where the complainant was clearly negligent in maintaining the security arrangements and consequently this was a clear breach of the terms of the policy. Mr. Mahajan has cited the following decisions in support of his submissions:

- i. *Ravneet Singh Bagga vs. KLM Royal Dutch Airlines & Ors.*,
1999 (37) ALR 813
- ii. *Oriental Insurance Co. Ltd. vs. Sony Cheriyan*, AIR 1999 SC
3252

- iii. *Bangalore Development Authority vs. Syndicate Bank*, AIR 2007SC2198
- iv. *Ghaziabad Development Authority vs. Union of India*, AIR2007SC2198
- v. *Wipro Ltd. vs. Toppers Multimedia (P) Ltd. & Ors.*, 2010(2)CPC 177
- vi. *Sri Venkateswara Syndicate vs. Oriental Insurance Co. Ltd.*, 2009(3) CPC 281
- vii. *New India Assurance Co. Ltd. vs. Kamal Nayan*, 2006(2)CPC641
- viii. *National Insurance Co. Ltd. vs. Sardar Gurmit Singh*, 2004(2)CPC188
- ix. *United India Insurance Co. Ltd. vs. Harchand Rai Chandan Lal*, (2004)CPJ15SC

26. He also points out that the report of the Surveyor, unless proved to be uncreditworthy, deserves acceptance. He submits that, as already indicated above, there is no material so as to even remotely counter the report of the Surveyor.

27. We have considered the submissions raised and we have perused the documents, particularly the Surveyor's report as also the letter of repudiation and the pleadings of the parties.

28. We find that the factory premises, even though surrounded by a boundary wall, from the manner in which four holes were found in the side walls of the premises, could not have gone unnoticed for three to four months. There is no explanation in the statements of the guards or even for that matter in the pleadings on behalf of the complainant as to why the existence of these holes went unnoticed, that too even for three to four months. We are therefore

unable to accept the arguments on behalf of the complainant in the absence of any such explanation worth consideration. The burglary was committed, and if there were guards deputed, then it is not understood as to how within an enclosed premises such a burglary continued for three to four months and went unnoticed. This is absolutely unusual and therefore unacceptable.

29. The contention that the policy conditions were not supplied does not get proved by a mere allegation. The policy terms and conditions were part of it, as indicated therein.

30. The survey report has been supported by the affidavit of the Insurance Company officials, and the same could not be dislodged through the rejoinder filed on behalf of the complainant. The terms and conditions of the policy, therefore, were clearly breached, as on facts it was appropriately assessed that the security arrangements were inadequate. There is no valid reason to disagree with the said assessment made by the Surveyor or with the conclusions drawn in the letter of repudiation of the OP.

31. The non-availability of the proposal form does not, however, in any way, come to the advantage of the complainant, as the complainant has failed to provide any satisfactory reason for the inadequacy of the security arrangements. The performa of the proposal form does not spell out any specific form of security required to protect the premises but that by itself cannot be a ground for the insured to deploy only one security guard at a time which on the given facts has proved to be inadequate as the burglary and the consequential alleged theft continued unnoticed for months together. The

conclusion drawn by the surveyor, as also by the Insurance Company while repudiating the claim therefore does not suffer from any perversity so as to render them uncreditworthy. The probabilities of inadequate security arrangements is clearly visible.

32. There is one more aspect which needs emphasis, that such a huge stock, the claim whereof has been made could not have been possibly moved out unnoticed as alleged by the complainant. The theft has been committed from all over the factory premises and consequently, the OP-1 Insurance Company has made a correct assessment on the basis of the observations made by the Surveyor. The said inferences have not been rebutted or contradicted successfully by any other material by the complainant.

33. In the absence of any material so as to construe any deficiency against the Insurance Company or unfair trade practice, we find no merit in the complaint, which is accordingly rejected.

.....
(A.P. SAHI, J)
PRESIDENT

.....
(BHARATKUMAR PANDYA)
MEMBER

Pramod/VM /Court-1/CAV