

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

**RESERVED ON: 04/08/2026
PRONOUNCED ON: 22/10/2026**

CONSUMER COMPLAINT NO. 161 OF 2017

M/s Jai Mata Di Fashions

(a partnership firm, through its partner)

Mr. Rajeev Kumar, S/o Sh. Jai Shankar Prasad Singh)

R/o Kabia Dera, Station Road,

Begusarai, Bihar-851101

...Complainant

Versus

1. National Insurance Company Ltd.

Through its Chairman-cum-Managing Director

Registered Office: 3, Middleton Street,

Post Box No. 9229, Kolkata-700071

2. The Chief Regional Manager,

National Insurance Company Ltd.,

Patna Regional Office, Sone Bhawan, 4th Floor,

Birchand Patel Marg, R-Block, P.S. Sachivalaya,

District/Town Patna, Bihar

3. The Branch Manager,

National Insurance Company Ltd.,

Sahadat Market, Kachahari Road,

Begusarai, Bihar-851101

...Opposite Parties

BEFORE:

HON'BLE DR. INDER JIT SINGH, PRESIDING MEMBER

HON'BLE SHASHI NANDKEOLYAR, MEMBER

For the Complainant

: Mr. Aishvary Vikram, Advocate

Mr. Lucky Sharma, Advocate

For the Opposite Parties

: Mr. Amit Kumar Singh, Advocate

Ms. Rokosieno Meyase, Advocate

ORDER

HON'BLE DR.INDER JIT SINGH, PRESIDING MEMBER

1. The present Consumer Complaint (CC) has been filed under Section 21(a)(i) of the Consumer Protection Act, 1986 (the Act) by the Complainant firm against the Opposite Parties (OPs) as detailed above, inter alia praying for directions to the OPs to pay: -

- (i) Rs. 25,00,000/- towards loss of stock-in-trade;
- (ii) Rs. 11,00,000/- towards loss of furniture and fixtures;
- (iii) Rs. 48,000/- towards loss of money in counter;
- (iv) Rs. 50,000/- towards total damage to the neon glow sign board;
- (v) Rs. 49,00,000/- towards direct loss of trade discount (minimum guarantee) @ Rs. 1,32,000/- per month for 36 months (August 2013 to August 2016) as business loss;
- (vi) Rs. 25,00,000/- as compensation for deficiency in service causing mental harassment, economic loss and physical harassment on account of keeping the claim unsettled;
- (vii) Rs. 24,00,000/- as interest @ 18% p.a. pendente lite on Rs. 36,98,000/- (items i to iv);
- (viii) Rs. 5,00,000/- towards litigation costs and miscellaneous expenses; and
- (ix) Rs. 5,04,000/- as interest @ 12% on Rs. 14,00,000/- from January 2014 onwards, the total claim being Rs. 1,45,02,000/- (approx.).

2. Notice was issued to the OPs on 12.05.2017. OP-1 filed its written statement/reply on 04.08.2017. OP-2 and OP-3 adopted the reply of OP-1. The Complainant filed Rejoinder and Evidence by way of Affidavit of its partner Mr. Rajeev Kumar. The OPs filed Evidence by way of Affidavit of Mr. Aziz Banerjee, Divisional Manager (RW-1), and of the Investigator Mr. Anil Kumar Shukla (RW-2), on 03.06.2019. Written Arguments/Synopsis were filed

by the Complainant on 23.11.2021 and again on 12.03.2024, and by the OPs on 15.01.2025. The matter was finally heard on 04.08.2026, when judgment was reserved.

3. It is averred/stated in the complaint that:-

i) The Complainant is a partnership firm of three partners, namely Mr. Rajeev Kumar, Mr. Kaushal Kumar Gautam and Smt. Poonam Kumari, with Mr. Rajeev Kumar authorised to act for the firm. Since 2009 it operated an exclusive Reebok retail outlet at Hira Lal Chowk, Begusarai, Bihar, under a franchise arrangement with M/s Reebok India Company (RIC), which provided for a minimum stock level of Rs. 30,00,000/- and a trade discount (minimum guarantee) of Rs. 1,32,000/- per month.

ii) The outlet was insured with OP-3 under the Vyapar Suraksha Policy for 11.08.2012 to 10.08.2013. The policy schedule showed Fire (stock) Rs. 36,88,418/-, Furniture, Fixtures & Fittings (F&F) Rs. 11,00,000/-, Burglary Rs. 48,00,000/-, Money in Transit Rs. 4,80,000/-, Money in Counter Rs. 48,000/-, Neon Glow Sign Rs. 50,000/-, Baggage Rs. 10,000/- and Personal Accident cover for the three partners (Rs. 5,00,000/- each), the total being shown as Rs. 1,05,87,418/-. The Complainant states that the total sum insured was wrongly written and ought to have been Rs. 1,16,76,418/-.

iii) In the intervening night of 22.03.2013 & 23.03.2013 a fire gutted the outlet; three fire tenders could not control it and a special unit of IOCL had to be called. The Fire Officer's report dated 09.04.2013 put the cost of damaged goods at around Rs. 35 lakh.

iv) The Complainant informed OP-3 on 23.03.2013 and lodged a claim of Rs. 40,42,000/- (stock Rs. 25,00,000/-, F&F Rs. 12,00,000/-, cash in counter Rs. 32,000/-, cash in safe Rs. 60,000/-, sign board Rs. 50,000/-, miscellaneous Rs. 2,00,000/-).

v) First surveyor, Mr. Rajesh Kumar, visited in the last week of March 2013 but stated that his limit was Rs. 30 lakh; on the Complainant's objection a second surveyor, Mr. Santosh Kumar Sharma, was appointed after about two and a half months. He inspected on 13.06.2013, called for documents, which the Complainant (the records having burnt) obtained from RIC and its financier Bank of India and furnished, and submitted his Final Survey Report on 25.09.2013.

vi) No communication of the assessment was made to the Complainant for over three years, despite repeated visits, calls and e-mails from November 2014 to August 2016). As late as 07.01.2016 the OPs again demanded documents already furnished. A legal notice dated 29.08.2016 was not replied to.

vii) Due to non-settlement the Complainant could not restart the outlet, lost the minimum guarantee of Rs. 1,32,000/- per month for 36 months, had to repay its Rs. 14 lakh cash credit limit from its own resources in January 2014, and suffered harassment.

4. The OPs in their written statement/reply stated that:-

i) The complaint is not maintainable for suppression of material facts; insurance is a contract of utmost good faith. The Complainant suppressed:-

(a) the termination of its franchise with RIC w.e.f. 31.12.2012 (settlement agreement) and RIC's payment of Rs. 12,26,557/- to it.

(b) the offer of settlement by discharge voucher dated 16.08.2016.

ii) The policy was a package policy; after the fire a preliminary surveyor (status report dated 13.05.2013) was appointed, who sought the audit report as on 31.03.2012, purchase and sales records and VAT returns from 01.04.2012 to 22.03.2013, which were not furnished. The final surveyor

assessed the loss at Rs. 33,58,727/- and, after policy excess of 5% and other deductions, a net loss of Rs. 31,85,000/-.

iii) Despite repeated reminders, the Complainant did not furnish the monthly stock statements submitted to its bank, a certified copy of the agreement with RIC, certified purchase invoices from RIC, and sales details from 01.01.2013 to 22.03.2013. On 08.01.2016 the Complainant's partner submitted only the agreement. An Investigator (Mr. Anil Kumar Shukla, report dated 22.04.2016) found that RIC had merged with the Adidas Group, that the franchise relationship stood terminated on 31.12.2012, that the actual stock on the date of loss could not be ascertained, and that the Complainant was keeping Reebok stock in violation of that agreement. A Bank of India letter dated 20.08.2015 records that no stock statement was submitted after 31.12.2012.

iv) The OPs sent a discharge voucher for Rs. 31,85,000/- on 16.08.2016 followed by reminders and a final e-mail dated 15.09.2016 that the claim would be treated as "No Claim". The OPs therefore cannot be faulted for any deficiency.

v) The Commission lacks pecuniary jurisdiction as the claim made before the insurer was Rs. 40.42 lakh and the admissible claim only about Rs. 31.82 lakh.

vi) The complaint is barred by limitation under Section 24A, the cause of action having arisen on 22/23.03.2013; the complaint filed in January 2017 ought to have been filed by 21.03.2015.

vii) The Complainant did not opt for business interruption cover and paid no premium for it; the claim of Rs. 49,00,000/- for business loss is untenable, and no interest is payable as the OPs had offered settlement.

5. Heard counsels of both sides. Contentions/pleas of the parties, on various issues raised in the Complaint, based on their Complaint/Reply, Rejoinder, Evidence, Written Arguments, and Oral Arguments advanced during the hearing, are summed up below. We have also perused the entire record, comprising the pleadings, the policy schedules, the survey, status and investigation reports, the e-mail correspondence and the settlement agreement.

6. The core issues for consideration in this case are:

- (i) whether the complaint is maintainable, in particular as regards pecuniary jurisdiction, limitation and the Complainant's status as a 'consumer';
- (ii) whether the Complainant's claim is tainted by suppression of facts, non-submission of documents or lack of genuineness, as alleged by the OPs;
- (iii) the amount of the insured loss payable under the policy;
- (iv) whether the OPs were deficient in service in the handling of the claim and, if so, the interest and compensation payable; and
- (v) whether the Complainant is entitled to the business loss (minimum guarantee), interest on its cash credit limit and the other heads claimed.

7. It is contended by the Complainant that the fire, the policy and the claim are admitted; that the claim was lodged the very next day; that the final surveyor's report was ready on 25.09.2013, yet the OPs kept the claim pending for nearly three years while repeatedly asking for documents already supplied (the surveyor's own list of enclosures includes the RIC purchase and sales data and the bank statements); and that the first communication of any sort was a voucher dated 16.08.2016, which was never received, bore no signature or stamp, and has no proof of dispatch. It is urged that the "No Claim" letter dated 15.09.2016 was also never received and, on its face, recites grounds (withdrawal of the claim by consent letter, three unanswered

reminders) for which there is no foundation. On limitation, the Complainant relies on *National Insurance Co. Ltd. v. Hindustan Safety Glass Works Ltd.*, (2017) 5 SCC 776, and distinguishes *Kandimalla Raghavaiah & Co. v. National Insurance Co.*, (2009) 7 SCC 768, where no claim was lodged for over four years. It is further contended that the second investigator was appointed without any reasons for rejecting the first surveyor's report, and the settlement with RIC dated 17.09.2013 was executed under compulsion caused by the non-settlement; and that the OPs are liable for the minimum guarantee of Rs. 1,32,000/- per month and the other consequential losses. At the hearing on 04.08.2026 counsel also relied on *United India Insurance Co. Ltd. v. Hasan Sultan Nadaf* (FA No. 28 of 1992, decided on 14.10.1992), *National Agriculture Equipment Engineers Pvt. Ltd. v. Premnath* (RP No. 342 of 2015, decided on 02.07.2020) and *Amarjit Singh Minhas & Ors. v. Janta Land Promoters Ltd. & Ors.* (CC No. 1041 of 2017, decided on 21.05.2026).

8. The OPs on the other hand contend that the cause of action in a fire claim arises on the date of the fire, and the complaint, filed beyond two years, is barred in terms of *Kandimalla* (supra); that the Complainant failed to furnish essential documents even after repeated requests, suppressed the termination of the RIC franchise on 31.12.2012 and the settlement with RIC, and kept Reebok stock after termination, which, with the Bank of India letter, raises doubts on the legitimacy of the claim; that the surveyor's report carries great weight and cannot be brushed aside. The OPs' offer of Rs. 31,85,000/- shows good faith and disentitles the Complainant to interest; and that business interruption cover was neither opted for nor paid for.

9. We have given a thoughtful consideration to the entire facts and circumstances of the case, various pleas raised by the learned Counsel for the Parties, and the documentary evidence on record.

9.1 Consumer status. The OPs have not seriously disputed that the Complainant is a 'consumer'. The Complainant paid a premium for the policy and availed the OPs' insurance service to indemnify its own loss; the explanation to Section 2(1)(d) and the Complainant's pleaded case that the partners earn their livelihood through self-employment (para 25 of the complaint) stand un rebutted. The complaint is accordingly maintainable at the instance of a consumer.

9.2 Pecuniary jurisdiction. The complaint was instituted in January 2017 and, being pending on the repeal of the 1986 Act, continues to be governed by it. Under Section 21(a)(i) of that Act, as amended in 2002, this Commission hears complaints where the value of the goods or services and the compensation, if any, claimed exceeds Rs. one crore; the test is the aggregate of the value of the service and the compensation claimed, as laid down by the Larger Bench in *Ambrish Kumar Shukla v. Ferrous Infrastructure Pvt. Ltd.*, I (2017) CPJ 1 (NC). The complaint claims Rs. 1,45,02,000/-. Jurisdiction is determined on what is claimed in the complaint, not on the amount ultimately found admissible or awarded; the OPs' objection that the insurer's admissible figure is about Rs. 31.82 lakh therefore does not oust jurisdiction. We also note that the objection was not pressed in the OPs' written submission. It is rejected.

9.3 Limitation. The OPs rely on *Kandimalla* (supra) to contend that time began to run on 22/23.03.2013. That decision turned on its own facts: the insured there made no claim at all until it asked for claim forms more than four years after the fire, and the Supreme Court held that the insurer's later refusal could not revive a period that had already expired. The present case is the reverse. The Complainant intimated the loss on 23.03.2013 and lodged its claim. The insurer appointed two surveyors, received a final survey report on 25.09.2013 and neither accepted nor rejected the claim. It kept the claim alive by demanding documents on 01.08.2015 & 24.08.2015 and again on

07.01.2016, appointed an investigator on 24.02.2016, and finally, on its own case, tendered a discharge voucher on 16.08.2016 and treated the file as "No Claim" on 15.09.2016. The Complainant's legal notice of 29.08.2016 went unanswered, and the complaint was filed on 18.01.2017. No repudiation was ever communicated before the complaint; the claim was, in substance, a pending claim and the cause of action a continuing one. The Registry's limitation proforma also records the cause of action as 29.08.2016 and the complaint as within time. Even viewing the matter from 15.09.2016, the complaint is well within two years. Alternatively, and in any event, the Complainant's documented, month-after-month follow-up with the insurer and the insurer's own document demands as late as January 2016 constitute sufficient cause under the proviso to Section 24A(2) for condoning any delay, and we record that reason accordingly. The objection of limitation is rejected.

9.4 Undisputed facts. The following are not in dispute: the policy and its period; the sums insured under the several heads; the occurrence of the fire in the night of 22/23.03.2013; the lodging of the claim for Rs. 40,42,000/-; and the appointment of a final surveyor who inspected on 13.06.2013 and reported on 25.09.2013. The occurrence and severity of the fire stand independently confirmed by the Fire Officer's report, by the surveyor's certification that it was a "major fire tragedy", and by the OPs' own Investigator, who verified it from the local police station and the fire station. As regards F&F, the policy copy produced by the surveyor showed a sum insured of Rs. 11,000/- by a typographical omission; the arithmetic of the policy supports the Complainant, because the stated total of Rs. 1,05,87,418/- equals the sum of the heads only if F&F is taken as Rs. 11,000/-, whereas the schedule on record (Annexure C-3/R-1) and the OPs' own reply show F&F at Rs. 11,00,000/-. The OPs, after taking up the matter

at the Regional Office, have themselves assessed the F&F loss against a sum insured of Rs. 11,00,000/-, and nothing turns on this point now.

9.5 Suppression, non-submission of documents and genuineness of the claim. The OPs' defence that the claim is false or fraudulent cannot be accepted, for the following reasons:

(a) Fraud or suppression, being a grave allegation, must be specifically pleaded and strictly proved. There is no finding by any authority, and no material on record, that the fire was staged, the stock inflated or any policy condition breached. On the contrary, the final surveyor recorded that no breach of policy conditions was observed, that the business was running smoothly with profits, and that the stock and furniture were completely destroyed. The OPs themselves assessed the loss and offered a sum on that basis; an insurer that has quantified the claim and tendered a voucher cannot, in its pleadings, call the same claim fraudulent.

(b) Termination of the RIC franchise. The settlement agreement with RIC was executed on 17.09.2013, nearly six months after the fire, though it recites that the business relationship was terminated with effect from 31.12.2012. The Complainant's failure to plead this in the complaint is relevant to its claim for minimum guarantee (dealt with below), but it has no bearing on the insured stock, which belonged to the Complainant. The agreement itself (clauses 4 to 7) records that the unsold stock at the store was the franchisee's own responsibility and that it could sell that stock to end consumers at any discount. Possession of Reebok stock on 22.03.2013 therefore cannot be a "violation" of an agreement that was not signed until September 2013 and which expressly permitted the sale of that stock. The Investigator's contrary remark is misconceived.

(c) Documents. The final surveyor's report lists seventeen categories of papers received, including the audited balance sheets for four years, the

online stock statements of RIC for March, June, September and December 2012 and January to March 2013, the bank stock statement of 31.12.2012, RIC's group-wise purchase summary and per-day sales detail from 01.04.2012 to 22.03.2013 (including a purchase invoice dated 31.01.2013), VAT returns and the cash credit statement. He verified the closing stock against the bank statement and the online statement dated 22.03.2013 and states that the papers were examined, verified and relied upon. The documents that the OPs say were missing were thus, in substance, already with them. The preliminary surveyor's status report of 13.05.2013 predated the Complainant's compilation of these records from RIC and the bank (the original records having burnt), and cannot support the plea of non-furnishing. The Bank of India's letter of 20.08.2015 itself records stock of Rs. 25,04,523.79 as on 31.03.2012 and Rs. 21,09,122.84 as on 31.12.2012 and confirms the stock position; that the borrower did not file a later statement with its bank does not show that there was no stock. The one document the OPs asked for in January 2016 that was not already on record, the certified agreement, was supplied on 08.01.2016, the very next day.

(d) The Investigator's report. It was commissioned on 24.02.2016, about two years and five months after the final survey report, and no reason for doubting the surveyor's report is recorded in the appointment or in the pleadings or evidence. An insurer may not appoint successive surveyors or investigators without cogent reasons for not accepting the first report (*Sri Venkateshwara Syndicate*, supra). The remarks that the stock "could not be ascertained" contradict the verified computation of the licensed loss assessor, which the OPs themselves adopted when tendering the voucher; they cannot be used to impugn the claim now.

9.6 Amount of the loss. The Complainant itself relies on the final survey report for the facts and has produced no valuation or evidence contradicting its figures; the Fire Officer's estimate of Rs. 35 lakh is an approximate figure

for damaged goods and is not a loss assessment under the policy. We therefore accept the survey assessment, with the F&F head computed on the sum insured of Rs. 11,00,000/-, as follows:

S. No	Head	Claimed (Rs.)	Assessed (Rs.)	Payable (Rs.)
1	Stock-in-trade	25,00,000	24,34,787	24,34,787
2	Furniture, fixtures & fittings	12,00,000	9,06,000	9,06,000
3	Money in counter / cash in safe	32,000 / 60,000	1,998 / Nil	1,998/Nil
4	Neon sign board	50,000	15,944	12,580 (under-insurance factor 0.789)
5	Miscellaneous items	2,00,000	Nil	Nil
	Total	40,42,000	33,58,727	33,55,365
	Less: 5% policy excess			(1,67,768)
	Less: recovery on water-soaked garments			(847)
	Net payable loss			31,86,750 (OPs' pleaded figure: 31,85,000)

The OPs have throughout pleaded the net admissible claim as Rs. 31,85,000/- (the voucher itself shows Rs. 31,82,500/-, and the Complainant's 2021 synopsis Rs. 31,85,500/-). The arithmetic of the report yields Rs. 31,86,750/-. Since no party contests the survey assessment and the OPs have admitted Rs. 31,85,000/- in their pleadings, the Commission fixes the payable amount at Rs. 31,85,000/-. The Complainant's claims in excess of the assessment are not supported by any evidence: the claim for cash in safe (Rs. 60,000/-) is not a head insured under the schedule and is disproved by the bank deposit of Rs. 50,000/- on 21.03.2013, the day before the fire; the claim of Rs. 32,000/- cash in the counter is limited to the day's sale of Rs. 1,998/-; the miscellaneous items are unproved; and the F&F and

sign board are properly valued with depreciation and the under-insurance factor on an indemnity contract.

9.7 Deficiency in service. Regulation 9 of the IRDA (Protection of Policyholders' Interests) Regulations, 2002 requires a surveyor to submit his report within 30 days of appointment (extendable in special cases, but in no case beyond six months), and requires the insurer to offer settlement, or reject the claim with reasons communicated to the insured, within 30 days of receiving the survey report, failing which interest at 2% above the bank rate is payable on the delay. The final survey report was dated 25.09.2013. The OPs did not offer settlement or communicate any reasoned rejection by 25.10.2013. The record shows no step by the OPs for the next nearly 22 months. The first request for documents was on 01.08.2015, to which the Bank of India's letter of 20.08.2015, obtained by the OPs themselves, was the answer. A further demand followed on 07.01.2016, met on 08.01.2016, and then an investigation. Nothing explains why a claim assessed in September 2013 could not be settled until, at the earliest, August 2016. The OPs' evidence by affidavit of RW-1 merely reproduces the written statement and does not explain the delay. Meanwhile the Complainant, whose shop was destroyed, wrote to the OPs month after month (December 2015 to August 2016) about its "36 month old pending claim".

The discharge voucher does not assist the OPs. It is unsigned and unstamped on the record; the OPs have placed no proof of dispatch or receipt (no e-mail address, courier or postal record), and the Complainant denies receipt of the voucher and of the "No Claim" letter of 15.09.2016. The latter, issued only 17 days after the legal notice, recites in the alternative that the claim had been withdrawn by a letter whose date is left blank (no such letter exists on record) and that there was "no response even after three reminders" within a month of the alleged voucher. A claim cannot be closed as "No Claim" on grounds so unsupported, and the OPs' closure was a

further act of deficiency. More fundamentally, the tender of a voucher for signature is not payment: not even the amount the OPs regard as admissible has been paid or deposited in the nearly ten years since the complaint was filed (and thirteen since the loss), and an insurer cannot withhold an admitted amount for want of a "full and final" discharge of a claim the insured disputes. The plea that no interest is payable because settlement was offered is therefore rejected. We hold the OPs deficient in service.

9.8 The Complainant claims interest at 18% p.a. We consider that simple interest at 9% p.a. on the amount of Rs. 31,85,000/-, from 25.10.2013 (thirty days after the survey report, in terms of Regulation 9) until payment, is just and reasonable compensation for the loss of use of the money, without the need for a separate heading of 'interest pendente lite'. The claim of Rs. 24,00,000/- on that head is accordingly not allowed beyond this.

9.9 **Business loss (Minimum guarantee).** The claim of Rs. 49,00,000/- cannot be sustained, for several independent reasons. First, the policy is a contract of indemnity to be strictly construed. The business interruption cover (Section IC of the policy conditions) was not opted for: the Business Interruption line in the proposal remains blank, the schedule shows no sum insured or premium for it, and consequential loss is excluded. Second, the minimum guarantee was an entitlement of the Complainant against RIC, not against the OPs, and by the Complainant's own admission in its rejoinder the relationship with RIC stood terminated with effect from 31.12.2012, before the fire. The claim that the settlement of 17.09.2013 was forced by the non-payment of the insurance claim is inconsistent with that termination date. By clause 9 of that settlement the Complainant accepted Rs. 12,26,557/- in full and final settlement of all claims, expressly including trade discount and minimum guarantee support. Third, the Complainant's own e-mail of 23.02.2016 says it had abandoned the plan to restart the Reebok store; no evidence has been led that it would have obtained a fresh franchise or

earned the stated amount, and by its own pleading the guarantee was payable only "as and when qualified". The loss is speculative and has no proximate nexus with the OPs' default. The surveyor's mention of past minimum guarantee, which he deducted while valuing stock, is not an admission of future entitlement. The claim under this head is rejected.

9.10 The claim for interest at 12% on the Rs. 14 lakh cash credit limit (Rs. 5,04,000/-) is, in substance, another measure of the same loss of use of money for which interest has been awarded above; double recovery is not permissible, and the bank statements (Annexure C-6) do not establish that the repayment was caused by the OPs. Insofar as compensation for the harassment caused by the unexplained delay of nearly three years in settling an assessed claim, followed by an unsupported closure of the file, is concerned, the Complainant is entitled to be compensated, but the sum of Rs. 25,00,000/- claimed is excessive. We are allowing compensation @9% p.a. from 25.10.2013. In addition, we allow Rs. 50,000/- as cost of litigation.

10. For the reasons stated hereinabove, and after giving a thoughtful consideration to the entire facts and circumstances of the case, various pleas raised by the learned Counsel for the Parties, the Consumer Complaint is partly allowed with the following directions/reliefs: -

(i) OPs shall pay to the Complainant Rs.31,85,000/- (Rupees Thirty One Lakh Eighty Five Thousand only) being the net assessed loss under Policy No. 170602/48/12/9800000201. Liability of OP-1 to OP-3, being different Officers/Offices of same Insurance Company, shall be joint & several.

(ii) OPs shall also pay to the Complainant simple interest @ 9% per annum on the said amount of Rs. 31,85,000/- from 25.10.2013 till the date of actual payment.

(iii) The OPs shall pay a sum of Rs.50,000/- as cost of litigation to the Complainants.

(iv) Other claims/prayers stand rejected.

(v) All the payments in terms of this para 10 (i) to (iii) of this order shall be paid by the OP within a maximum of 45 days, failing which, total amount payable at the end of 45 days, shall carry interest @12% p.a. from the expiry of 45 days till the date of actual payment.

11. The pending IAs, in the Consumer Complaint, if any, also stand disposed off.

Sd/-

(DR. INDER JIT SINGH)
PRESIDING MEMBER

Sd/-

(SHASHI NANDKEOLYAR)
MEMBER

Shubhendra/Jr/Court-3/AB