

GAHC010014662016



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/2663/2016

DEWAN HAIDAR ALI
S/O. LT. INCHAN ALI, R/O. MINHAZ PATH, H/NO. 3, SIJUBARI, HATIGAON,
GHY.-781038, DIST. KAMRUP M, ASSAM.

VERSUS

THE STATE OF ASSAM AND 3 ORS
REP. BY THE COMM. and SECY. TO THE GOVT. OF ASSAM, TRANSPORT
DEPTT., DISPUR, GHY.-06.

2:THE INSURANCE OMBUDSMAN

GUWAHATI CENTRE
JEEVAN NIVESH
5TH FLOOR
S.S. ROAD
PANBAZAR
GHY.-781001.

3:THE BRANCH MANAGER

IFFCO TOKIO GENERAL INSURANCE CO. LTD.
G.S. ROAD
GHY.-781005
DISPUR
ASSAM.

4:SRI SUNIL KALITA

AGENT OF IFFCO TOKIO GENERAL INSURANCE CO. LTD.
SREE NAGAR
MASJID ROAD

H/NO.1
GHY.-781005
DIST. KAMRUP M
ASSAM

Advocate for the Petitioner : MR.S A AHMED

Advocate for the Respondent : MS.P BORTHAKURR-3

BEFORE
HONOURABLE MR. JUSTICE KAUSHIK GOSWAMI

ORDER

22.02.2024

1. Heard Mr. S.A. Ahmed, learned counsel for the petitioner. Also heard Mr. R.B. Goswami, learned counsel for the respondent No.1 and Mr. R. Goswami, learned counsel for the respondent No.3.
2. By filing the writ petition the petitioner is assailing the order passed by the Insurance Ombudsmen in Complaint No. GUW-G-0231516-0038 dated 16.02.2016.
3. The facts of the case is that the petitioner had taken a commercial vehicle package policy for his Mahindra Genio (make ICV Classic A-1 GVW LT 7500), Regd. No. AS 01 DC 7257 for a sum insured of Rs.3,43,140/- under Policy No. 84197707 for the period from 10.06.2013 to 09.06.2014 for business purpose. It is the case of the petitioner that on 19.03.2014, during the course of business the vehicle met with an accident at Lanka, Nagaon and a case was registered at Lanka Police Station under GDE No.470/14. The Insurance Company was intimated and the vehicle was also examined by the Motor Vehicle Inspector, Nagaon. Due to the illness suffered by the complainant for several days, the claim of the petitioner had been closed. Though later on, the petitioner

approached and applied for reopening his case, no action was taken and as such, he approached the Insurance Ombudsmen Forum for redressal. The Insurance Ombudsmen by decision dated 17.12.2015 directed the actual repair charges as assessed by the surveyor to be paid to the petitioner. However, later on, the Insurance Company by letter dated 10.02.2016 stated before the Insurance Ombudsmen that the receipt submitted by the petitioner in the case was a forged one. Accordingly, the Insurance Ombudsmen by order dated 16.02.2016 revised the earlier order and dismissed the case of the petitioner.

4. Mr. R. Goswami, learned counsel for the respondent No.3 fairly submits that the case can be disposed of by directing the compensation to be paid to the petitioner under 'non standard basis', that is, to pay 75% of the admitted amount.

5. The petitioner is willing to accept the same.

6. In view of the consensus arrived between the parties, this Court is inclined to dispose of the writ petition with the direction to the respondent No.2 to pay 75% of the admitted amount of Rs.98,700/- to the petitioner, subject to filing of requisite documents by the petitioner. It is needless to clarify that the said exercise should be completed within a period of 3(three) months from the date of receipt of a certified copy of this order.

7. The writ petition is accordingly disposed of.

JUDGE

Comparing Assistant