IN THE COURT OF MIRZA JAWAD A: BAIG,
DISTRICT & SESSIONS JUDGE,
PRESIDING OFFICER, DISTRICT CONSUMER COURT,
DERA GHAZI KHAN.

(PHONE: PTCL: 0642474100. FAX: 0642470496).

Mian Mehboob Ahmad versus Security General Insurance Company Ltd &

2 others

 Complaint/ Case No:
 1894 / 597 / 11.

 Date of Institution:
 11-11-2011.

 Date of Decision:
 17-03-2012.

COMPLAINT ABOUT FAULTY SERVICES

ORDER:

Again called for.

The claimant is represented by Akhwand Saddique Akbar Khan Advocate while defendant No.1 being insurance company is represented by Malik Mazhar Hussain Nasir Advocate and defendant No.3 being MCB is represented by Mohammad Talib Khan Daudi Advocate where as defendant No.2 is being proceeded against ex-parte.

- 1. The case is at the stage of the arguments which have been heard and file has been perused in the light of the arguments as such I proceed to discuss the preliminary objections with reference to the merits of the case in the following paragraphs.
- 2. The grievance of the claimant is to the effect that his loss of about Rs.600000/- due to damage of diesel and petrol tanks in October 2010 due to malicious proceedings is not being compensated by the insurance company despite payment of the premium on 06-08-2010 through defendant No.3. He has requested for the recovery of Rs.6,00,000/- as compensation and Rs.10,000,00/- as damages jointly from defendants No.1 to 3 along with any other admissible relief.
- 3. Defendants No.1 & 3 have objected against the jurisdiction of this court by their separate written statements and also objected against maintainability of the complaint due to exclusive jurisdiction of the Insurance Tribunal along with other objection relating to the merits of the case with prayer for dismissal of the complaint.
- 4. I have observed that since the insurance company has refused to grant the claim of insurance to the claimant therefore the dispute is within exclusive jurisdiction of the Insurance Tribunal and jurisdiction of this court is

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(Mian Mehboob Ahmad

versus

barred with the observation that only such cases of insurance are within the jurisdiction of this court in which the dispute is not yet culminated in the expenses or refusal of the insurance claim but when the claim is refused or in adiquently granted then the matter is out stead from the jurisdiction of this court being in connected with the provided of the facilities by the service provider.

- 5. As far as the liability of ex-parte defendant No.2 is concerned, the remedy of the claimant is to seek civil and criminal action for the alleged attributed against defendant No.2 in accordance with law.
- 6. For what has been discussed above, the present complaint is hereby disposed off by way of return so as to initiate proper proceedings against the defendants before the concerned court in accordance with law.
 - 7. Parties are left to bear their own costs.
- 8. The file of this complaint is to be consigned to the record room of this court duly page marked with proper index and after due completion and made available for issuance of attested copies and kept under safe custody till the period fixed for destruction in accordance with the Rules & Orders of Honourable Lahore High Court.

Announced: 17-03-2012

(MIRZA JAWAD A: BAIG)
D. & S. J. / P.O., D.C.C., D.G.K.,
PUNJAB, PAKISTAN.