

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. _____ OF 2025
(@ Diary No. 1258/2025)

M/S. MOHAN MINES PVT. LTD. APPELLANT(S)

VERSUS

M/S. UNITED INDIA INSURANCE COMPANY RESPONDENT(S)
LTD. & ANR.

O R D E R

Delay condoned.

Though this is a statutory appeal filed against the order dated 11.10.2024 passed by the National Consumer Disputes Redressal Commission¹, New Delhi, we find no good ground or reason to entertain the same.

The record reflects that the respondent No. 2-bank secured a Standard Fire and Special Perils Insurance Policy from the respondent No. 1-insurance company for the appellant for a sum of ₹1,16,00,000/- (Rupees one crore sixteen lakhs only), which was valid from 31.03.2010 to 30.03.2011. Admittedly, the excavators of the appellant were damaged in a rockslide at Bharatpur, Rajasthan, during the currency of this insurance period.

However, the policy in question was not limited to the excavators alone as it was a comprehensive policy covering the appellant's Stone Quarries, Plant & Machinery and Stocks. The

1 "NCDRC", for short

insurance policy also indicated that the insured property was situated at Plot No. 1, Crushing Zone, Pali, Faridabad, Haryana. It was the case of the respondent No. 1-insurance company that the aforesaid policy was a location-specific policy and, therefore, the rockslide that occurred at Bharatpur, Rajasthan, did not entitle the appellant to institute a claim thereunder and its liability would have arisen only if the rockslide occurred at the location mentioned in the insurance policy, that is, Faridabad.

The aforesaid plea of the respondent No. 1-insurance company was accepted by the NCDRC, leading to the dismissal of the Consumer Case filed by the appellant.

Reliance is sought to be placed by the learned counsel for the appellant upon the decision dated 12.02.2025 of this Court in Civil Appeal No. 2387/2025, titled "*M/s. Tarapore and Co. vs. United India Insurance Company Limited*". We, however, find that the aforesaid case can be distinguished on facts. In that case, only a crane belonging to the appellant-company therein was insured and, in that context, this Court found that the insurance company could not assert that the said crane should only be at one location and should not be moved from place to place. That is not the case here.

It may also be noted that the appellant had earlier secured a separate insurance policy for the excavators, paying a much higher premium for a far lesser insured value but the Standard Fire and Special Perils Policy secured by the respondent No. 2-bank for ₹1,16,00,000/- (Rupees one crore sixteen lakhs only) was at a much lesser premium. This fact speaks for itself.

Viewed thus, we find that the NCDRC was fully justified in non-suiting the appellant.

The appeal is, accordingly, dismissed.

Pending application(s), if any, shall stand disposed of.

.....J.
(SANJAY KUMAR)

.....J.
(SATISH CHANDRA SHARMA)

NEW DELHI;
JULY 17, 2025.

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G SCIVIL APPEAL Diary No. 1258/2025

[Arising out of impugned final judgment and order dated 11-10-2024 in CC No. 88/2013 passed by the National Consumers Disputes Redressal Commission, New Delhi]

M/S. MOHAN MINES PVT. LTD.

Appellant(s)

VERSUS

M/S. UNITED INDIA INSURANCE COMPANY LTD. & ANR.

Respondent(s)

(IA No. 135360/2025 - CONDONATION OF DELAY IN FILING APPEAL, IA No. 135362/2025 - CONDONATION OF DELAY IN REILING / CURING THE DEFECTS and IA No. 135361/2025 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 17-07-2025 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KUMAR
HON'BLE MR. JUSTICE SATISH CHANDRA SHARMA

For Appellant(s) :

Mr. Tarun Gupta, AOR
Mr. Hirday Viridi, Adv.
Mr. Sidhant Ranta, Adv.

For Respondent(s) :

UPON hearing the counsel, the Court made the following
O R D E R

Delay condoned.

The appeal is dismissed, in terms of the signed order.

Pending application(s), if any, shall stand disposed of.

(DEEPAK GUGLANI)
AR-cum-PS

(PREETI SAXENA)
COURT MASTER (NSH)

(signed order is placed on the file)