

Insurance - Exclusion clause - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power [...]”- Repudiation on the ground that civil war in Yemen began on 21.03.2015, which was in the knowledge of the Complainant in spite of that and the bill of lading was executed by the Complainant on 28.03.2015 - Opposite Party did not file any evidence to substantiate the allegation that the Complainant was aware of the fact that civil war in Yemen began on 21.03.2015 - Plea that damage or expense caused by delay was excluded under the Policy - Complainant took effective and reasonable steps to minimize the damage/loss to the cargo - The Complainant had to store the cargo at King Abdullah Port, Saudi Arabia from 03.04.2015 to 15.06.2015, due to war like situation in Yemen, which was beyond the control of the Complainant - The delay was caused in order to protect the cargo - The Opposite Party failed to prove that there was willful delay on the part of the Opposite Party - NCDRC held insurance company liable - Order upheld.

[2022 Scej 0569 , 2022 PLRonline 7005](#)