Concept Of Theft, Burglary And Robbery In India

There is a possibility of exchange of the terms ‘burglary’ and ‘theft’ because the meaning given to them is quite different under insurance policies than that in the statutory meaning. This was done in order to form a standardized definition all over the world.

The word ‘burglary’ as used under insurance law means to cause entry or exit forcibly or by usage of violent means into a building for the purpose of stealing any property or with the resolution of damaging the property. Another aspect of the definition is dissimilar under two scenarios, that is, for entry in residences the force used must be shown by some visible marks which may be made by any tool or explosives and in case of bank vaults and mercantile institutions the visible marks may be made apart from any tool or explosives by electricity or chemicals. Thus, for example if a person uses slight force for entering a residence and as a result causes trivial marks on the entrance door then this will also be taken as burglary.

The term ‘theft’ is synonymous to the word larceny. The term theft means taking or stealing property belonging to another dishonestly for his own use. Such kind of misappropriation is done by servants, delivery men, and mechanics etc. that generally have access to property which belongs to the real owner. Section 378 of Indian Penal Code defines this term.

Even if a uniform definition is made but still it differs from one policy to other. The importance should be given to the words as laid down in the policy because only by depending on that an insured can claim the insurance money. There has been confusions regarding the matter that whether the meaning of the words ‘burglary’ and ‘theft’ can be settled by a contract between the insurer and the insured. This was answered for the first time in the case Rosenthal, et. al. v. The American Bonding Company where it was laid down that if the words of the contract are unambiguous and is not against public good then it can be enforced. It was also laid down that if the insurer does not prepare the contract properly then the claim will be in favour of the insured.

Often people use both terms in place of another without knowing the actual discrepancy between the two terms. For example a person may say that he has been robbed but it may so happen that in reality he has been burgled and not robbed. From insurance perspective robbery takes place only when there is a forcible and violent entry in a building and by which a custodian or custodians are placed under any sort of danger. Thus, two aspects need to be present in case of robbery that is the property as well as the person of the custodian should be in danger. But in case of burglary only the property is under threat of being stolen.

Section 390 of the Indian Penal Code defines the offence of robbery which is quite similar to the above concept. But the term burglary has not been defined in any Indian Statute specifically. However it may be in resemblance with the offence of House-Breaking under Indian Penal Code.

This is already mentioned that the terms of the policies are more important than any legal definition. Thus, it is seen when an insurance policy states that it will insure the goods of the assured only from the enclosed yards then in case of theft the very first question will arise whether the goods have been stolen from the enclosed yards according to the terms of the

policy. But it was seen in this case that the drivers of the Lorries who carried those goods stole them during their transit and not from the enclosed yards thus the claim of the assured could not be availed.