GOVERNMENT OF JAMMU & KASHMIR
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
KUPWARA

Coram: -

1. Peerzada Qousar Hussain .... **President**

2.Ms Nyla Yaseen ...... **Member**

Consumer Complainant No: 14/2017

Irfan Ahmad Dar S/O Bashir Ahmad Dar R/O Sirajpora Tehsil Handwara District Kupwara.

....(Complainant)

Versus

1. **Bajaj Allianz General Insurance Company Ltd. GE Plaza, Airport Road, Yarwada, Pune,411006.**
2. **Authorised Officer M/S Bajaj Allianz General Insurance Company Ltd. 3rd Floor, Lake city plaza, Karan Nagar, Srinagar-190010.**

...... (Opposite parties)

Kupwara District Consumer Disputes Redressal Commission

Date of Institution: 06-07-2017
Date of Decision:31-07-2025

Appearing Counsel
Adv. Shah Khalid & Adv. Tawseef Ahmad Shah for the complainant.
Adv Zubair Ahmad Wani for OP's.

Judgement

The present complaint has been filed by the complainant before the erstwhile District Consumer Disputes Redressal Commission Kupwara on **06-07-2017** alleging therein deficiency in service on the part of OPs with prayer to grant the following relief: -

1. Compensation of **Rs.4,00,000/-** for Deficiency in service.
2. Compensation of **Rs.2,00,000/-** for putting the complainant into mental agony.
3. Compensation of **Rs.2,00,000/-** for loss caused due to the poor service of the OP's.

Brief Facts: -

The Complainant is a permanent resident of J&K Union territory who is the owner of a vehicle bearing Registration No. JK09-5701. The said vehicle was insured with the OPs under policy No. **09-16-1205-1812-00000620** dated **31-10-2015.** The said insurance policy was valid from **18-04-2015 to 17-04-2016.** The contention of the complainant is that the vehicle while plying from Vilgam to Handwara met with an accident at Sirajpora on **19-03-2016** for which an FIR was lodged under No 23/16. The vehicle suffered heavy loss due to the accident. The complainant accordingly approached the OPs to register his claim consequent upon which a surveyor was deputed to assess the loss. Moreover, the complainant was asked by the OPs to bmit translated copy of the FIR, mechanical inspection report other bills and documents which were provided by the complainant accordingly without any delay or default. However, despite submission of the requisite documents the complainant was dragged from pillar to post and was not compensated. The complainants' contention is further that the vehicle was his only source of income and his family was solely dependent on the income arising out of the said vehicle. Besides he has not been in a position to repay the loan of the vehicle availed from the bank. The non-settlement of the insurance claim has subjected the complainant to vagrancy caused him mental agony.

Notice were issued.

Upon notice the OP's filed the objections in the matter contending therein that the complaint is absolutely false and vicious therefore not tenable. The OP's contention is that the complainant is registered owner of TATA Sumo bearing Registration No. JK09-5701 which was insured with the OP's having commercial insurance policy No. 09-16-1205-1812-00000620 and the insurance was valid from **18-04-2015 to 17-04-2016.** The complainant intimated the OP's about the claim and submitted the requisite documents. Consequently, a registered surveyor was appointed by the OP's to assess the loss of the vehicle however there was delay of intimation of the claim. Moreover, the complainant namely Irfan Ahmad Dar had purchased the insurance vehicle from the ex-owner Manzoor Ahmed Khan and Altaf Ahmed Khan. The complainant had arranged the transfer of the vehicle in his name however when the OP's obtained the permit copy from the ARTO concerned it was observed that the permit was issued in the name of Ex-owner namely Manzoor Ahmed Khan and Altaf Ahmed Khan and the complainant had not obtained the permit to ply the insured vehicle. The OP's contention is further that as per the said insurance policy the insured must have a valid and effective permit to ply the insured vehicle on public place. As such after scrutinizing the documents submitted by the insured(complainant) a communication was issued to the complainant vide dated **07-02-2017** by virtue of which he was informed about the observations and that he had no route permit in his name for plying the insured vehicle on the date of accident. Hence the same being violation of policy of terms and conditions as such asked the complainant to explain the query or to provide the valid and effective permit covering the date and time of the accident in the name of the complainant for processing his claim however the complainant failed to provide the afore mentioned documents or to clarify the query which resulted in repudiation of the claim of the complainant.

The complainant adduced 3 witnesses in support of his claim namely Abdul Rashid Beigh S/O Ghulam Mohammad Beigh R/O Sirajpora Handwara, Mohd Ashraf Malik S/O Abdul Rehman Malik R/O Sirajpora Handwara and Irfan Ahmad Dar S/O Bashir Ahmad Dar R/O Sirajpora Tehsil Handwara District Kupwara the complainant as witness in his own case.

witness Abdul Rashid Beigh S/O Ghulam Mohammad Beigh R/O Sirajpora ndwara on cross examination stated that he is neighbor of the complainant. He ows the complainant has filed the case of his accidental vehicle but he does not emember the date and place of the accident of the vehicle of the complainant.

The other witness Mohd Ashraf Malik S/O Abdul Rehman Malik R/O Sirajpora Handwara on cross examination stated that there were 4 persons in the vehicle who were injured in the accident and the witness also got injured in the said accident. The witness further stated that he had valid driving license and other documents and after the occurrence of the accident the vehicle of the complainant was kept in a workshop at Kralpora Kupwara for repairment. He does not know whether any surveyor conducted the survey of the insured vehicle or not.

The complainant as witness in his own case on cross examination stated that he is the owner of the vehicle bearing Registration No. JK095701 which was insured with the OP's. The driver of the accidental vehicle was having valid driving license. Documents of the vehicle had been transferred in his name prior to the date of accident. The complainant as witness further stated that he was also with the vehicle at the time of accident and the vehicle was having valid insurance at the time of accident besides the vehicle had valid route permit at the time of accident. The complainant as witness further stated that he submitted the requisite documents of the insured vehicle to the surveyor. He also submitted the bills issued by the workshop with regard to the loss of the vehicle. Thereafter he approached the OP's for the claim however he was avoided on the one pretext or the other.

The OP's on the other hand adduced 3 witnesses namely Ishfaq Ahmad Dar S/O Gh Hassan Dar R/O Mohalla Telleya, Sopore surveyor, Ishfaq Ahmad Wani S/O Abdul Rehman Wani R/O Pulwama and Muneeb khan, S/O Gh Nabi Khan R/O Chatabal Srinagar, Legal executive Bajaj Allianz General Insurance Company.

The witness namely Ishfaq Ahmad Dar S/O Gh Hassan Dar R/O Mohalla Telleya, Sopore surveyor on cross examination stated that he is not an employee of Bajaj company but working as surveyor of the company. The witness on cross examination further stated that he assessed the loss of the vehicle as **Rs.45000/-** which is being laid on the basis of market value on the damaged parts. The estimated bills annexed with the complaint regarding loss of vehicle issued by GM Motors Kralpora are genuine and the loss estimated in the bills is the actual loss of the vehicle. The witness further stated that he has seen the documents of the vehicle at the time of survey and the same were found correct on the basis of which he conducted survey.

The another witness namely Ishfaq Ahmad Wani S/O Abdul Rehman Wani R/O Pulwama on cross examination stated that he is working as inspector at Kupwara. The vehicle of the complainant bearing Registration No. JK09-5701 was having a permit which was valid from **12-05-2014 to 12-05-2015** and was renewed from time to time. The said route permit was valid upto **12-05-2021**. However, the permit was issued in the name of Manzoor Ahmad Khan S/O Gh Ahmad Khan and Altaf Ahmad

S/O Ghulam Mohiuddin Khan residents of Dolpora Bilgam Kupwara. The said vehicle was 1st registered in the names of above persons then transferred in the name of Irfan Ahmad Dar. The witness however stated that the permit of the said vehicle was not renewed from 12-05-2016 to 20-10-2017 as per available records. The official witness on cross examination by the complainant's counsel stated that the complainant was having the valid route permit of the vehicle in question.

The another official witness namely Muneeb Khan S/O Gh Nabi Khan R/O Chatabal Srinagar on cross examination stated that he is working as legal executive in Bajaj Allianz company. He does not have any role for issuance of the insurance policy or the settlement of the insurance claim.

Written arguments of the Complainant: -

The complainant submitted written arguments contended ~~therein~~ that he has filed the complaint against the OP's in the year 2017. He is the owner of the vehicle TATA Sumo bearing Registration No. JK09-5701 which was insured with opposite parties under policy no OG-16-1205-1812-00000620 and the insurance policy was valid till 17-04-2016. The said vehicle while plying from Vilgam to Handwara met with an accident at Sirajpora due to which the vehicle suffered heavy loss and damage. The complainant consequently approached the OP's with the insurance claim for loss of the vehicle. Upon which the OP's deputed a surveyor for assessment of loss and the complainant was asked to submit the requisite documents to the surveyor.

Heard the counsel for the parties perused the records available on file including the written arguments advanced by the complainant and we are of the considered view that the complainant is the owner of the vehicle bearing Registration No. JK09-5701 which was insured with the OP's under policy no OG-16-1205-1812-00000620 and the effective date of the vehicle in question was valid upto 17-04-2016. However, during the subsistence of the said insurance policy the vehicle met with an accident on 19-03-2016 and the vehicle of the complainant was damaged. The complainant accordingly registered his claim with the OP's. Consequently, a surveyor was deputed by the OP's to assess the loss of the vehicle. The surveyor assessed the loss and asked the complainant to provide the requisite documents of the vehicle which were provided by the complainant along with the copy of the FIR. However, the claim of the complainant was not settled on one pretext or the other due to which the complainant suffered mental agony and harassment.

Since the OPs were duty bound to settle the claim of the complainant within the stipulated period of time after registering the claim, contrary to which nothing has been done despite receiving the requisite documents from the complainant. Additionally, the OPs have not submitted any evidence to substantiate or to prove any deliberate breach of terms and conditions of the insurance policy. Failure to settle the genuine insurance claim within the stipulated period of time amounts to unfair trade practice in accordance with the Consumer Protection Act 2019.

he Hon'ble National Commission in a case titled *"N.I.C. versus Rekha Sharma, 2016"* has held that the Insurance Company cannot reject a genuine claim on frivolous grounds.

As such the complaint of the complainant is allowed and disposed of with the following directions: -

1. The OPs are directed to pay the sum assured to the complainant within a period of 4 weeks from the date copy of this order is served upon the OPs along with the interest @5% from the date of institution of the complaint till the date of order.

2. The OPs are further directed to pay an amount of Rs.1,00,000/- to the complainant within a period of 4 weeks for indulging in unfair trade and practice and for putting the Complainant into mental agony.

3.The OPs are further directed to pay an amount of Rs.20,000/- to the complainant as litigation charges.

Order announced
Date: 31-07-2025

31/07/25

Nyla Yaseen
Member

Member
District Consumer Disputes
Redressal Commission
Kupwara

Peerzada Qousar Hussain
President

PRESIDENT
District Consumer Disputes
Redressal Commission kupwara

Copies of this Order be provided to the parties for compliance and file be consigned to records after due completion.