**M.P.STATE CONSUMER DISPUTES REDRESSAL COMMISSION**
**PLOT NO. 76, ARERA HILLS, BHOPAL (M.P.)**

# APPEAL NO. 973/2017

Bhaiyyalal Upadhyay
S/o Ranghnath Upadhyay
R/o Village Dilha
Post Office Kharrah
Tahasil Mahuganj
District Rewa (M.P.) ... Appellant

Vs.

The New India Assurance Company Ltd.
Near Sirmour Chouraha,
Gallamandi Road, Civil Line
Rewa (M.P.) … Respondent

**BEFORE;**

**HON'BLE JUSTICE SUNITA YADAV, PRESIDENT**
**HON'BLE DR. MONIKA MALIK, MEMBER**

**COUNSEL FOR THE PARTIES:**

**SHRI AJAY DUBEY, LEARNED COUNSEL FOR APPELLANT.**
**MS. PREETIMA SHRIVASTAVA, LEARNED COUNSEL FOR RESPONDENT.**

## O R D E R

( 28.10.2026 )

The following order of the Bench was delivered by Dr. Monika Malik, Member.

This appeal by the complainant/appellant (hereinafter referred to as 'complainant'), is directed against the order dated 9.11.2016, passed by the District Consumer Disputes

Redressal Commission, Rewa (for short 'District Commission'), in complaint case No. 228/2015, whereby the District Commission has dismissed the complaint filed by him.

2. Briefly put, facts of the case are that the complainant's tractor bearing registration No. MP-17- MH 5583, was insured with the opposite party/respondent-the New India Assurance Company Ltd. (hereinafter referred to as 'Insurance Company'), w.e.f. 25.1.2007 to 24.1.2008. During currency of the insurance period, on 11.3.2007, when the complainant was returning to his native village, some unknown persons approached his tractor and they took the tractor away by threatening him. It is alleged that they stole cash worth Rs.4,065/- alongwith insurance and registration documents of the tractor. When upon searching the complainant could not find the tractor, intimation regarding the incident was given to the Police Station Garah, District Rewa, on 12.3.2007. On 1.7.2010 FR was executed in the matter. Since the claim filed by the complainant was not decided by the Insurance Company, the complainant approached the District Commission, seeking relief.

3. The opposite party/Insurance Company, though has not filed any reply before the District Commission, but the

counsel for the Insurance Company, who was present at the time of final hearing of the matter, argued that the tractor of the complainant was stolen on 11.3.2007 but information regarding the same to the Insurance Company was given on 4.4.2007 and according to terms and conditions of the policy, the incident was required to be intimated within 24 hours. Since the complainant reported the incident to the Insurance Company after about 24 days of its occurrence, he was not entitled to receive any claim under the policy. Thus, prayer for dismissal of complaint was made.

4. Heard. Perused the record.

5. Learned counsel for complainant argued that the District Commission has failed to observe that the complainant had timely intimated the Insurance Company and FIR regarding theft was lodged on the very next date. Therefore, as per settled principle of law, the complainant deserves to be paid claim amount, which is Insured Declared Value (IDV) of the subject vehicle, along with interest, compensation and costs. He prayed for setting aside of the impugned order.

6. Learned counsel for the Insurance Company argued that various letters were sent to the complainant regarding

submission of requisite documents and therefore, since the complainant failed to submit them, his claim could not be decided. The complaint of the complainant is therefore premature. She further submitted that theft happened on 11.3.2007 and the complaint was filed on 9.9.2015. The complaint is therefore, barred by limitation also. She further argued that since there is delay in intimation to the Insurance Company, the complainant does not deserve to be paid any claim amount. She therefore prayed that the appeal be dismissed.

7. We find that the District Commission while dismissing the complaint has observed that since the claim was not decided by the Insurance Company, which is evident from the evidence available on record, as there is no correspondence regarding rejection of any claim, the cause of action in the instant matter is continuous. The District Commission accordingly, rejected the Insurance Company's plea that the case is barred by limitation. Admittedly, there is no appeal from the Insurance Company, therefore the said finding of the District Commission has attained finality.

8. The District Commisson held that there has been delay of 23 days in intimation regarding occurrence of theft to the Insurance Company, thus the claim is not payable. We find that according to complainant, theft happened on 11.3.2007 and police was intimated on 12.3.2007. The FIR confirms the date of police intimation as 12.03.2007. As per the complainant, he had also telephonically informed the Insurance Company regarding occurrence of theft timely. FR was also executed on 1.7.2010.

9. On perusal of record we find that theft of the insured vehicle occurred on 11.3.2007 and admittedly police intimation was done on 12.3.2007, as such there was no delay in intimating the Police about the said incident. In view of law laid down by the Supreme Court in the cases of **Gurshinder Singh versus Shriram General Insurance Co. Ltd. & Ors., I (2020) CPJ 57 (SC)** and **Om Prakash versus Reliance General Insurance & Anr., 2018 (4) CPR 204 (SC) and in Civil Appeal No.6739 / 2010 decided on 17.8.2010 = 2009 (1) CLT 5521 Oriental Insurance Co. Ltd. versus Parvesh Chander Chadha** and **Civil Appeal No. 1069 of 2022; 11.2.2022 Jaina Construction Company versus The Oriental Insurance**

**Company Limited & Anr.,** intimation of the incident of theft needs to be given to the police immediately and the delay in intimation to the Insurance Company cannot be a ground for the Insurance Company to deny the claim, which otherwise is not found to be false.

10. In the circumstances, in view of law laid down by the Hon'ble Supreme Court in the aforementioned cases, we are of a view that the impugned order deserves to be and is hereby set aside.

11. Accordingly, the appeal is allowed.

12. The Insurance Company is directed to pay IDV of the subject vehicle to the complainant with interest @ 7% per annum from the date of filing of complaint before the District Commisson, till payment. The Insurance Company shall also pay cost of Rs.10,000/- to the complainant. Compliance of the order be carried out within 6 weeks from today.

**(JUSTICE SUNITA YADAV)**
**PRESIDENT**

**(DR. MONIKA MALIK)**
**MEMBER**

**Mercy**

APPEAL NO.973/2017

BHAIYALAL UPADHYAY

VERSUS

NEW INDIA INSURANCE COMPANY LIMITED

FOR CONSIDERATION

DR.(MRS) MONIKA MALIK
MEMBER

HON'BLE PRESIDENT

(JUSTICE SMT.SUNITA YADAV)

POST FOR ….2026

(JUSTICE SMT.SUNITA YADAV)
PRESIDENT