STATE CONSUMER DISPUTES REDRESSAL COMMISSION UTTARAKHAND
DEHRADUN

Date of Admission: 11.03.2026
Date of Final Hearing: 08.09.2026
Date of Pronouncement: 10.09.2026

SC/5/FA/20/2026

Sh. Jaipal Singh Chauhan aged about 32 years'
S/o Sh. Sultan Singh Chauhan
R/o Thatyo, Samalta, Tehsil Chakrata
District Dehradun – 248196
2nd Address: Vishal Colony, Jeewangarh
P.O. Dakpathar, Vikasnagar
District Dehradun

(Through: Sh. Suresh Gautam, Advocate)
…… Appellant

Versus

1. Go Digit General Insurance Limited
Dehradun Business Centre, Shop No. 17A
15/1, Neshvilla Road
Dehradun – 248001

2. Go Digit General Insurance Limited
Atlantis, 95, 4th B Cross Road
Koramangala Industrial Layout, 5th Block
Bengaluru – 560095

3. Go Digit General Insurance Limited
5th Floor, Halwasiya Commerce House
Habibulla Estate, Hazratganj
Lucknow – 226001

(Through: Smt. Anjali Gusain, Advocate)
…… Respondents

Coram:
Ms. Kumkum Rani, President
Mr. B.S. Manral, Member

ORDER

(Per: Ms. Kumkum Rani, President):

This appeal has been directed against the impugned judgment and order dated 23.01.2026 passed by learned District Consumer Disputes Redressal Commission, Dehradun (hereinafter to be referred

as “The District Commission”) in consumer complaint bearing No. DC/49/CC/393/2021, styled as Sh. Jaipal Singh Chauhan Vs. Go Digit General Insurance Limited and others, whereby the consumer complaint filed by the appellant / complainant was dismissed.

2. The facts giving rise to the present appeal, in brief, are as such that the appellant / complainant is the registered owner of vehicle (Mahindra and Mahindra XUV 300 W4 PET MT WP) bearing registration No. UK16-C-3489, which was insured with respondent No. 1 / opposite party No. 1 for the period from 07.04.2019 to 06.03.2020 at an IDV of Rs. 7,50,500/-. During the currency of the insurance policy, the insured vehicle met with an accident in the evening of 02.03.2020 at Village Kachta, Gangro, Jaindo Motor Road, Tehsil Kalsi, District Dehradun, F.I.R. whereof was lodged with the Revenue Police, Kalsi by one Sh. Pradeep Singh Chauhan. In the accident, the insured vehicle was completely damaged. The intimation of the accident was immediately conveyed by the complainant to the insurance company and claim for indemnification of loss was submitted with the insurance company. The insurance company appointed Sh. Himanshu Sharma as investigator, who demanded certain documents from the complainant, which were duly provided by the complainant through letter dated 01.06.2020. The insurance company, however vide letter dated 02.09.2020 repudiated the complainant’s claim on the ground of delay in intimation; misrepresentation of facts & violation of driver’s clause of policy schedule and over-seating. The insurance company has repudiated the claim on false grounds. Thus, alleging deficiency in service on the part of the insurance company, consumer complaint was submitted by the complainant before the District Commission.

3. The respondents / opposite parties (insurance company) filed written statement before the District Commission and pleaded that the complainant has not approached the District Commission with clean hands. The intimation of the accident dated 02.03.2020, was given to the insurance company on 05.03.2020, i.e., after three days' of the occurrence. During the course of investigation, it transpired that at the time of accident, Sh. Pradeep Singh Chauhan was not driving the insured vehicle and as per the report of the investigator, the insured vehicle was being driven by Sh. Sandeep Chauhan, the real brother of the insured, who was injured in the accident. The driving license of Sh. Sandeep Chauhan was not provided by the complainant and Sh. Pradeep Singh Chauhan, another brother of the insured, was projected as driver of the vehicle. The report of the accident was given to the Revenue Police Chowki, Gagaro, Tehsil Kalsi by one Sh. Jawahar Singh. There were six persons sitting in the vehicle at the time of accident, out of whom, three died and three sustained injuries. Since the complainant failed to respond to the queries raised by the insurance company, his claim was repudiated through letter dated 30.06.2020. There has not been any deficiency in service on the part of the insurance company and the consumer complaint is liable to be dismissed.

4. The District Commission, after hearing learned counsel for the parties and after taking into consideration the material available on record, dismissed the consumer complaint vide impugned judgment and order dated 23.01.2026. Feeling aggrieved by the impugned judgment and order, the complainant has come up in this appeal and filed the same as an appellant.

5. We have heard learned counsel for the parties and perused the record.

6. There is no dispute with regard to the insurance of the subject vehicle and the same having met with an accident during the subsistence of the insurance policy. So far as the plea of delayed intimation of accident raised by the insurance company is concerned, Hon'ble Apex Court in the case of **Om Prakash Vs. Reliance General Insurance and another** reported in **2017 0 Supreme (SC) 977**, has held that it is true that the owner of the vehicle has to intimate the insurer immediately after the theft of the vehicle, but this condition should not bar settlement of genuine claims. Relevant paragraph No. 11 of the aforesaid judgment is reproduced below:

> "11. It is common knowledge that a person who lost his vehicle may not straightaway go to the Insurance Company to claim compensation. At first, he will make efforts to trace the vehicle. It is true that the owner has to intimate the insurer immediately after the theft of the vehicle. However, this condition should not bar settlement of genuine claims particularly when the delay in intimation or submission of documents is due to unavoidable circumstances. The decision of the insurer to reject the claim has to be based on valid grounds. Rejection of the claims on purely technical grounds in a mechanical manner will result in loss of confidence of policy-holders in the insurance industry. If the reason for delay in making a claim is satisfactorily explained, such a claim

> cannot be rejected on the ground of delay. It is also necessary to state here that it would not be fair and reasonable to reject genuine claims which had already been verified and found to be correct by the Investigator. The condition regarding the delay shall not be a shelter to repudiate the insurance claims which have been otherwise proved to be genuine. It needs no emphasis that the Consumer Protection Act aims at providing better protection of the interest of consumers. It is a beneficial legislation that deserves liberal construction. This laudable object should not be forgotten while considering the claims made under the Act."

7. Hon'ble Apex Court in the case of **Gurshinder Singh Vs. Shriram General Insurance Company Limited and another** reported in **2020 0 Supreme (SC) 70**, has laid down that it would be a hyper technical view if the claim is denied merely on the ground that there is some delay in intimating the insurance company about the occurrence of theft. Relevant paragraph No. 18 of the judgment is reproduced below:

> "18. We concur with the view taken in the case of Om Prakash (supra), that in such a situation if the claimant is denied the claim merely on the ground that there is some delay in intimating the insurance company about the occurrence of the theft, it would be taking a hyper technical view. We find, that this Court in Om Prakash (supra) has rightly held that it would not be fair and reasonable to reject genuine claims which had already

> been verified and found to be correct by the investigator."

8. It is true that in the case in hand pertains to accident of the insured vehicle and not theft thereof, but the insurance company has not raised any doubt about the genuineness of the claim and there is no case of the insurance company that the insured vehicle did not meet with an accident. It would not be out of place to mention here that Sh. Adhar Sharma, surveyor & loss assessor, appointed by the insurance company, in his motor survey report dated 25.06.2020, copy whereof is Paper Nos. 22 to 25, has clearly stated that this type of accident is possible and the damages seem to be authentic. Thus, the ground of delay intimation taken by the insurance company for repudiation of the genuine claim of the complainant, has no substance.

9. So far as another plea taken by the insurance company that at the time of accident, Sh. Sandeep Chauhan was driving the subject vehicle and not Sh. Pradeep Singh Chauhan, as alleged by the complainant, it is pertinent to mention here that the issue as to who was driving the vehicle at the time of accident has no more value, in the current scenario. The reason being that firstly, the above-mentioned surveyor in his motor survey report has clearly mentioned the name of the driver as Sh. Sandeep Chauhan S/o Sh. Sultan Singh, as per police diary. Secondly, the same insurance company in entered into compromise in M.A.C.P. No. 14 of 2020; Sh. Virendra Singh and others Vs. Sh. Jaipal Singh and others & M.A.C.P. No. 27 of 2020; Sh. Geetam Singh and others Vs. Sh. Jaipal Singh and others and on the basis of the compromise arrived between the claimants of the above claim petitions and the insurance company, the above claim petitions were decided by learned Civil Judge Senior Division, Vikasnagar, Dehradun in National

Lok Adalat vide order dated 13.05.2023, copy of the orders have been submitted as Paper Nos. 26 and 27. Thus, the ground of the driving license of the driver driving the vehicle at the time of accident, not holding valid and effective driving license, has become redundant.

10. So far as the issue of overloading of the vehicle at the time of the accident is concerned, the total seating capacity of the vehicle was five and as per the insurance company, there were six persons sitting in the vehicle at the time of the accident. Even if the stand taken by the insurance company is accepted, then also merely be sitting of one extra person beyond the permitted seating capacity of the vehicle, it can not be said that the vehicle was overloaded. Even otherwise, as stated above, the surveyor appointed by the insurance company has found the accident as genuine and has not assigned the alleged overloading as the cause of the accident.

11. In view of above discussion, we arrive at a definite conclusion that there was clear-cut deficiency in service on the part of the insurance company, by repudiating the genuine and bonafide claim of the complainant.

12. So far as quantum is concerned, the vehicle was insured at an IDV of Rs. 7,50,500/-. The surveyor in his report has assessed the loss to the tune of Rs. 6,59,723/- on repair basis and has worked out the net liability of the insurance company with Add on cover to the tune of above sum of Rs. 6,59,723/-. The amount so assessed by the surveyor comes more than 75% of the IDV, hence it can safely be said that the case in hand falls under the category of “total loss”, as has rightly been claimed by the complainant in the consumer complaint. The surveyor

has not assessed the value of the salvage, but has valued the depreciation as Rs. 1,22,653.38/- towards depreciation. Since the case falls under the category of "total loss", hence the same is to be settled on total loss basis. In our view, the value of the salvage should be taken as Rs. 1,00,000/- and the said amount is to be deducted from the IDV of the vehicle. In addition thereto, an amount of Rs. 1,000/- towards excess is also be deducted. This way, the total amount of Rs. 1,01,000/- should be deducted from the IDV of the vehicle and the complainant is to be held entitled to balance sum of Rs. 6,49,500/- (Rs. 7,50,500/- minus Rs. 1,01,000/-). Since the insurance company has wrongly repudiated the claim of the complainant, thereby committing deficiency in service, hence on the said amount, the complainant is also entitled to interest @7% p.a. from the date of filing of the consumer complaint, i.e., 26.02.2021 till payment and Rs. 10,000/- towards litigation expenses.

13. For the reasons aforesaid, the appeal deserves to be allowed and the impugned judgment and order passed by the District Commission is liable to be set aside and the consumer complaint is fit to be allowed in the above terms.

14. Appeal is allowed. Impugned judgment and order dated 23.01.2026 passed by the District Commission is set aside. Consumer complaint bearing No. DC/49/CC/393/2021 is allowed and the respondents – insurance company is directed to pay compensation of Rs. 6,49,500/- to the appellant / complainant together with interest @7% p.a. from the date of filing of the consumer complaint, i.e., 26.02.2021 till payment and Rs. 10,000/- towards litigation expenses.

15. A copy of this Order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986 / 2019. The Order be uploaded forthwith on the website of the Commission for the perusal of the parties. A copy of this Order be sent to the concerned District Commission for record and necessary information.

16. File be consigned to record room along with a copy of this Order.

(**Ms. Kumkum Rani**)
President

(**Mr. B.S. Manral**)
Member

Pronounced on: 10.09.2026