STATE CONSUMER DISPUTES REDRESSAL COMMISSION UTTARAKHAND
DEHRADUN

Date of Admission: 07.07.2025
Date of Final Hearing: 24.10.2026
Date of Pronouncement: 30.10.2026

SC/5/A/12/2024

The New India Assurance Company Limited
Divisional Office, 9-A, Astley Hall
Dehradun through its Manager
Regional Office, 2nd Floor, 430
Niranjanpur, Saharanpur Road, Dehradun
(Through: Sh. Suresh Gautam, Advocate)
…… Appellant

Versus

Smt. Kavita Jain W/o Sh. Rakesh Jain
R/o Gandhi Gram, Guru Road
Dehradun (Uttarakhand)
(Through: Sh. Sahil Gulati, Advocate)
…… Respondent

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

ORDER

(Per: Ms. Kumkum Rani, President):

This appeal under Section 41 of the Consumer Protection Act, 2019 has been directed against the impugned judgment and order dated 28.05.2022 passed by learned District Consumer Disputes Redressal Commission, Dehradun (hereinafter to be referred as "The District Commission") in consumer complaint No. 166 of 2009, styled as Smt. Kavita Jain Vs. New India Assurance Company Limited, wherein and whereby the consumer complaint was allowed and the appellant / opposite party (insurance company) was directed to pay an amount of

Rs. 2,88,750/- to the respondent / complainant towards claim amount, besides to pay Rs. 20,000/- towards mental agony and Rs. 5,000/- towards litigation expenses, within a period of 30 days' from the date of impugned judgment and order, failing which the respondent / complainant was further held entitled to interest @9% p.a. on the aforesaid amount, payable from the date of filing of the consumer complaint till actual payment.

2. The facts giving rise to the present appeal, in brief, are, as such that the respondent / complainant alongwith her partner Sh. Dinesh Kumar S/o Sh. Ram Singh, was the registered owner of vehicle bearing registration No. UA07-E-1075 (Bus), which was comprehensively insured with the appellant / opposite party (insurance company) vide policy No. 321702/31/05/11096 for the period from 28.01.2006 to 27.01.2007. During the currency of the insurance policy, on 09.09.2006 at about 1:30 p.m., the driver – Sh. Dinesh Kumar was driving the bus and going from Naugaon to Vikasnagar. The passengers were sitting in the vehicle. When the bus reached near Sumankayari, it met with an accident and fell in a deep gorge on account of damage of parapet wall and landslide, resulting into total damage to the vehicle. In the said accident, some passengers died, while certain others sustained injuries. The information of the accident was given to the Branch Office of the insurance company on 11.09.2006. The complainant submitted claim form along with all relevant papers. However, the insurance company did not settle the claim of the complainant, which amounts to deficiency in service on their part, which led the complainant to file a consumer complaint before the District Commission.

3. The appellant / opposite party (insurance company) filed written statement before the District Commission and pleaded that the complainant was asked to submit the claim form, so that her claim could be settled. However, inspite of repeated letters issued by the insurance company, the complainant did not submit the required documents, necessary for settlement of her claim. In the letter dated 26.07.2007 issued by the insurance company to the complainant, it was clearly mentioned that in case the insurance company does not receive the required papers within a fortnight, the insurance company would have no other alternative except to close the claim as NO CLAIM without any further communication, presuming that the complainant is not interested in the claim. There exists no deficiency in service on the part of the insurance company and the consumer complaint is liable to be dismissed.

4. The District Commission, after taking into consideration the material available on record, allowed the consumer complaint vide impugned judgment and order dated 28.05.2022 in the above terms. On the date of arguments, none appeared before the District Commission on behalf of either of the parties to the consumer complaint. Feeling aggrieved by the impugned judgment and order, the insurance company has preferred the instant appeal before this Commission as an appellant.

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

6. The insurance of the subject vehicle as well as the insured vehicle having met with an accident during the subsistence of the insurance policy, are admitted. The stand of the appellant – insurance company is that inspite of repeated letters, the respondent / complainant did not submit the requisite documents, necessary for settlement of her claim. Paper No. 26 is the copy of letter dated 26.07.2007 issued by the insurance company to the complainant – Smt. Kavita Jain and Sh. Dinesh Kumar, wherein it was specifically mentioned that in case the insurance company does not receive the required papers within a fortnight, the insurance company would have no other alternative except to close the claim as no claim. Although there is no mention of the aforesaid letter in the consumer complaint, but the insurance company in para 22 of their written statement, has specifically pleaded the factum regarding issuance of letter dated 26.07.2007 to the complainant.

7. There is nothing on record to show that the letter dated 26.07.2007 issued by the insurance company to the complainant – Smt. Kavita Jain and Sh. Dinesh Kumar sent through registered post, was not served upon the addressees of the said letter. In para 7 of the consumer complaint, the complainant has stated that the complainant submitted claim form with the insurance company for the damaged vehicle with all relevant papers and necessary documents. The insurance company in para 7 of its written statement, has denied submission of relevant papers and necessary documents by the complainant. The complainant has nowhere mentioned as to on which date or through which letter, she submitted the requisite documents with the insurance company.

8. The copy of the claim form is Paper Nos. 20 to 21, which is undated. The District Commission has awarded compensation on the basis of Paper Nos. 22 to 23 issued by Doon Motor Workshop, 174/A, Haridwar Road, Dehradun. Paper No. 22 is dated 28.03.2009, but it is not clear as to whether it is an estimate or bill. The insured vehicle met with an accident on 09.09.2006. The consumer complaint was filed by the complainant before the District Commission on 22.09.2009. It is pertinent to mention here that in the consumer complaint, there is no averment as to when the vehicle was taken out from the accident spot / gorge or as to when the same was towed to which workshop for repairs or that the repairer / workshop had issued an estimate of repairs / bill for such & such amount. The fact that the insured vehicle was taken to the workshop on 28.03.2009, i.e., after more than 2½ years' of its meeting with an accident on 09.09.2006, can not also be easily digested. By way of the consumer complaint, the complainant has claimed the IDV of the vehicle amounting to Rs. 2,88,750/-, pleading it as a case of total loss. It would not be out of place to mention here that Paper Nos. 22 & 23 do not bear the seal of the workshop and also the name of the person / authorised signatory signing the said documents, has been mentioned therein. Thus, the said two documents appear to be suspicious and no reliance can be placed thereupon and by doing so, the District Commission has committed material error.

9. While filing a motor insurance claim with the insurer, submission of repair estimate is mandatory, though the garage's initial estimate is not legally binding on the insurance company. Since inspite of repeated requests / letters, the complainant did not submit the requisite documents necessary for settlement of the claim, the insurance company can not be said to be at fault in any manner.

10. It is further pertinent to mention here that while the District Commission has awarded the compensation on total loss basis, i.e., IDV of the vehicle, no order was passed by the District Commission regarding the salvage of the insured vehicle, nor it deducted the value of the salvage from the amount found payable to the complainant, nor directed the complainant to execute Letter of Subrogation in favour of the insurance company.

11. For the reasons aforesaid, we are of the considered opinion that the District Commission has not properly considered the material available on record and has committed manifest error of law, while allowing the consumer complaint per impugned judgment and order. We also find that there exists no deficiency in service on the part of the insurance company in the instant matter. Thus, we hold that the appeal is fit to be allowed and the impugned judgment and order is liable to be set aside.

12. Appeal is allowed. Impugned judgment and order dated 28.05.2022 passed by the District Commission is set aside and consumer complaint No. 166 of 2009 is hereby dismissed. No order as to costs of the appeal. The amount deposited by the appellant with this Commission, be released in its favour.

13. 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.

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

(**Ms. Kumkum Rani**)
President

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

Pronounced on: 30.10.2026