

**ADDITIONAL DISTRICT CONSUMER DISPUTES  
REDRESSAL COMMISSION, BELAGAVI**

**Dated this 26th August, 2025**

**Complaint No.227/2025**

**Present:**

1) Sri Mahantesh.I.Shigli,  
B.A., L.L.M.,

**President**

2) Sri. Girishagouda. S. Patil,  
B.Sc.,L.L.B. (Spl.) PGDCA,  
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**Member**



**Complainant/s:**

- 1) Smt. Balavva W/o Basappa Katageri,  
Age: 59 Years, Occ: Household,  
R/o: Hangaragi, Tq & Dist: Bijapur  
Presently residing at Belagavi.

(Rep. by Shri Rohit N Latur, Adv.)

**Vs.**

**Opposite Party/ies :-**

- 1) The Branch Manager,  
HDFC Ergo General Insurance Company Ltd.,  
Arjun Empire, 3rd Floor, CTS No.5852/B,  
Congress Road, Beside Arun Theatre,  
Belagavi - 590 006.

(Exparte)

**(Order dictated by Sri Girishagouda S. Patil, Member)**

**ORDER**

The complainant has filed this complaint u/s 35 of C.P. Act, 2019 against the OP alleging deficiency of service and prays for an order to direct the OP-Insurance Company to pay a total amount of Rs.15,00,000/- along with interest @ 18% p.a. from the date of accident i.e. 24.03.2025, till date of realization on account of the death of insured on 24.03.2025 and also sought Rs.5,00,000/- towards mental agony, harassment and inconvenience. The complainant further seeks for any other relief deemed fit under the circumstances.

**2. The brief facts of the case are as hereunder:**

The complainant's deceased husband is the R.C. owner of the four wheeler car bearing No.KA-29/N-4635 and he is also owner of two wheeler bike bearing registration No.KA-28/BH2342. The four

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wheelers car is insured with Opposite Party with risk cover of personal accident policy under policy bearing No.230220603836301000 and paid separate premium of Rs.375 and OP-Insurance Company had promised to cover sum assured of P.A. for a sum of Rs.15,00,000/- valid from 28.01.2025 to 27.01.2026 and complainant is the nominee of the said policy for car insurance. The bike bearing No.KA-28/BH2342 is insured with S.B.I. General Insurance Company Ltd.

3. On 23.03.2025, the complainant's husband was proceeding on his two wheeler bearing KA28/BH2342 on following traffic rules by wearing helmet on Dornala Srisailam Road. An unknown truck came from opposite direction in rash and negligent manner endangering human life and when he was about to dash the motor cycle to save from accident, the rider of motor cycle, husband of complainant lost control over motor cycle and fell down on road and sustained injuries to his head and chest and sustained grievous injuries to other vital parts of body and succumbed to injuries on 24.03.2025 during course of treatment due to accidental injury. The accident is caused solely due to rash and negligent driver of driver of unknown truck only.

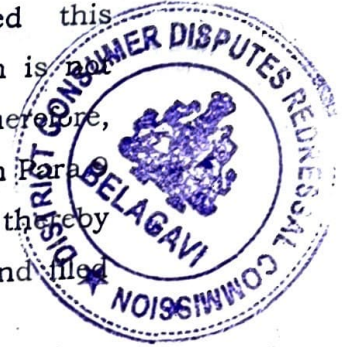
4. After accident, the insured was admitted to Kurnool Govt. Hospital, Andra Pradesh by the passer bye and informed the hospital authorities about the accident and hospital authorities intimated the same to concerned policy station. The Dornal P.S. have registered the crime under Crime No.23/2025 under Sec 173 of BNSS and later the spot punchanama, Inquest Punchanama have been conducted by them. The PM was conducted by the Government Hospital, Kurnool, Andra Pradesh. Later body was handed over to the complainant's son and complainant's son transported the body of deceased to Hangargi village by hiring private vehicle and later cremation and other religious ceremonies have been carried out.

5. On 24.03.2025, the complainant's son has informed the OP-Insurance Company about the RTA suffered by the Insured through tollfree number. On 02.04.2025 at the instructions of OP-

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Insurance Company, filled the form with assistance of her son for Rs.15,00,000/- claiming assured sum on account of death of her husband and sent the claim form along with all documents through RPAD Post. Same is served on OP-Insurance Company on 07.04.2025. But OP has not processed the claim and not paid P.A. claim benefits to the complainant. In spite of legal notice, the OPs did not heed to the request of complainant and failed to settle her claim. Hence, with no alternative remedy, she approached this Commission. As per guidelines issued by IRDA, the claim is not settled and OP failed to consider the request made by her. Therefore, the complainant on accrual of cause of action as made out in Para of the complaint filed this complaint against OP and thereby complainant has knocked the doors of this Commission and filed this complaint on 19.05.2025.



6. This Commission after entertaining this complaint and after hearing counsel for complainant and after perusal of complaint and annexed documents as per Check-list filed by the Registry, this complaint is admitted for disposal on merits and ordered to issue RPAD notice to OP for its appearance and to answer the claim of complainant and posted this matter for appearance OP. But OP failed to appear before this Commission. Service of notice is held as proper and sufficient. Hence, OP placed *ex parte*. And case is posted for complainant's evidence.

7. On 04.08.2025 complainant filed her affidavit evidence as PW1 and document marked as EX P1 to P15 and closed her side. As OP is placed *ex parte*, the evidence of OP taken as NIL and matter is posted for arguments.

8. We have perused of pleadings filed by the complainant and on appreciation of evidence of complainant/PW1 and documentary evidence marked as EX P1 to P15, and we heard the arguments of counsel for complainant. Based on the above, the following points are formulated for our determination and disposal, viz -

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- Point No.1:- Whether the complainant proves the fact that the non-settlement of claim of complainant amounts to deficiency of service on the part of OP?
- Point No.2:- Whether the complainant is entitled to the relief as prayed for?
- Point No.3:- What order?

**Our findings to the above Points are:**

- Point No.1 - In affirmative,
- Point No.2 - Partly in affirmative
- Point No.3 - As per final Order for the following:



**:: REASONS ::**

9. **POINT NO.1:** In order to prove her case, complainant has filed her affidavit evidence and complainant further examined as PW1 and got marked documents EX P1 to P15 and she deposed in her evidence by reiterating the facts as per averments of the complainant. To prove her case, she has produced EX P1 Policy bearing No.23022060630100 for the period 28.01.2025 to 27.01.2026 and produced a R.C. Book of vehicle KA 29-N4635 which shows that deceased was the owner of car. And EX P1 clearly shows that policy stands in the name of deceased Basappa Kallappa Katageri. It is valid at the time of accident. Deceased Basappa covered under personal accident. Deceased met with an accident and died on 24.03.2025, which is proved by EX P11 to EX P15, R.C., FIR Intimation of accident and injuries, death particulars, PM Report and death certificate respectively. The claim was filed by complainant as she being the nominee against Personal Accident claim policy as per EX P2 and P3. But for this OP not heeded the request of the complainant and it has not settled the claim of complainant. Hence, legal notice is also caused to OP through her counsel. Despite service of notice, the OP not settled the claim and not settled the P.A. claim of complainant. The legal notice and receipt and acknowledgement are marked as EX P9 and P10.

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10. On perusal of EX P9 and P10, it clearly shows that despite request letter, advocate legal notice issued to OP, after mentioning the IRDA Circular dated: 11.12.2018 bearing No.IRDAI/NL/CIR/MOTP/200/12/2018 and it is stated that:

**".....(v) Coverage under the standalone CPA will extend to all the vehicles owned by the owner-driver under the same policy. In other words, the cover under the standalone CPA policy would be valid when the owner-driver drives any of the vehicles he/she owns....."**



Despite this also, OP not cared to settle the claim and not paid P.A. claim of the policy.

11. In the instant case, the deceased was having two vehicles in his name. One is car bearing No.KA-29-N4635 and other one is TVS Moped KA-28-BH232. For this he has produced vehicle details i.e. R.C. Book of two vehicles and complainant has produced policy of car at EX P1 and it covers P.A. indemnification. Hence, the complainant claims the P.A. claim on the policy of car bearing No.KA29-N4635. The accident is caused while traveling on TVS moped.

12. The complainant produces IRDA Circular dated 11th December, 2018 bearing No.IRDAI/NL/CIR/MOTP/200/12/2018, marked at EX P8. The advocate for complainant much emphasis on these points of IRDAI Circular as below:-

**"4 (iv) Accordingly, effective 1st January, 2019, on expiry of a Bundled CPA cover, it may be replaced with a stand-alone CPA cover and the same may be taken from any registered insurer transacting general insurance business".**

**"(v) Coverage under the stand-alone C.P.A. will extend to all the vehicles owned by the owner-driver under the same policy. In other words, the cover under the standalone CPA policy would be valid when the owner-driver drives any of the vehicles he/she owns".**

**"4 (vii) The coverage under the stand-alone C.P.A would continue to be that stipulated under**

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**GR 36 A of the erstwhile India Motor Tariff, namely, Death and Permanent Disability (Total and Partial)"**

**"4 (viii) Since a general Personal Accident cover also includes cover against motor accidents, if an owner-driver already has a 24 hours Personal Accident cover against Death and Permanent Disability (Total and Partial) for CSI of atleast Rs.15 lacs, there is no need for a separate CPA cover to be taken".**



13. Hence, as per IRDAI Circular, from January, 2019, IRDA has amended the compulsory P.A. coverage for which, people owning multiple vehicles can now buy single stand-alone personal accident cover with minimum sum assurance of Rs.15 lakh. This means that a single P.A. cover shall provide coverage for all their vehicles.

14. And in this instant case, OP has not appeared before this Commission inspite of service of notice and not contested the case by disproving the case of complainant by adducing the rebuttal evidence.

15. Here in this case, the complainant has not produced the Driving Licence of the deceased Basappa Kallappa Katageri as documents are lost at the time of accident. And learned counsel submitted that the OP not appeared before this commission and not denied the affidavit of the complainant, contents of complaint and none of the documents are denied by the OP. Here in this instant case, policy is issued in the name of deceased Basappa Kallappa Katageri i.e. in the name of deceased husband of complainant after verifying all relevant documents for issuance policy are coverage for personal accident policy and accordingly, premium was charged for personal accident claim coverage. Therefore, once policy issued after verification of all relevant documents, then OP-Insurance Company cannot avoid its liability. For this, advocate for complainant relied on two authorities of "NCDRC in Revision Petition No.2968/2007 and a

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decision of SCDRC of Punjab Chandigarh in the case of United India Insurance Company Ltd., V/s Ravindra Pal Singh on 13th January, 2023, wherein it is held that:-

**"Once Insurance Company has admitted the validity of licence at the time of issuance of policy, then the Opposite Party Insurance Company cannot wrangle-out from payment of compensation on the ground of non-existence of valid and effective driving licence."**



The act of OP is not in accordance with law and not settling the claim of personal accident amounts to deficiency in service on part of OP. Hence, under the given circumstances and facts pleaded, we do hold the opinion that complainant has proved Point No.1 in affirmative and the same is answered accordingly.

**16. POINT NO.2:** Shifting our attention to the latter point, with regard to the entitlement of complainant to get reliefs, we observe that as per EX P1 "Private Car Comprehensive Policy" which is issued by the OP, clearly mentions in Premium details as PA Cover for owner-driver of Rs.15,00,000/-. And other than these, nothing is made available. Hence, in our considered approach, the complainant shall be entitled to get an amount of Rs.15,00,000/- towards Personal Accident Cover. The OP has not settled the P.A. claim of the complainant in time. Hence, complainant has suffered mental agony and harassment. Hence, the complainant is also entitled to get an amount of Rs.25,000/- towards compensation and Rs.5,000/- towards cost of litigation. Hence, we answer Point No.2 partly in affirmative.

**17. POINT NO.3:** With these observations, and the discussions on Point No.1 and 2, we proceed to pass the following:

**:ORDER:**

The complaint filed by the complainant u/s 35 of C.P. Act, 2019 is partly allowed. And it is hereby ordered that -

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- (1) The OP Insurance Company shall settle the P.A. claim of the complainant and pay Rs.15,00,000/- with interest @ 9% p.a. from the date of accident i.e. 24.03.2025.
- (2) The OP Insurance Company shall also pay an amount of Rs.25,000/- towards mental agony and inconvenience caused to the complainant.
- (3) The OP Insurance Company shall pay to the complainant Rs.10,000/- for defraying costs of litigation.
- (4) The above said sum shall be paid to the complainant within a period of 45 days from the date of this order, failing which, the aggregate amount shall carry additional interest at the rate of 6% p.a. from the date of this order, till realization.
- (5) Send free copies of this Order to the parties.

(Order dictated, corrected and then pronounced in the open Commission on: 26<sup>th</sup> August, 2025)

*26/8/25*  
Sri.Girishagouda.S.Patil,  
Member

*26/8/25*  
Sri.M.I.Shigli,  
President



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*26/8/2025*  
Assistant Registrar Cum  
Asst. Administrative Officer  
District Consumer Disputes  
Redressal Commission, Belagavi