

**GOVERNMENT OF JAMMU & KASHMIR**  
**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**KUPWARA**

**Coram: -**

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

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

**Consumer Complainant No: 18/2017**

**Mst Saleema Begum W/o Gh Mohi-udin Khan R/O Batpora,  
Tehsil Kralpora District Kupwara.**

.....(Complainant)

Versus

**Oriental Insurance Company Ltd through its Divisional Manager  
Division office Srinagar.**

..... (opposite party)

**Date of Institution: 01-11-2017**

**Date of Decision: 20-11-2025**

**Appearing Counsel**

**Adv. Adam Malik for the Complainant.**

**Adv. Iqbal Khurshid for OP.**

**Judgement**

The complaint in hand has been filed by the complainant before this erstwhile consumer forum Kupwara on **01-11-2017**, alleging therein unfair trade practice and deficiency in service on the part of the OP with prayer to grant the following relief: -

1. Direction to the opposite party to pay an amount of **Rs.40,000/-** along with interest **@18%** from the date of cause of action till the realization of the amount.

2. Direction to the opposite party to pay an amount of **Rs.30,000/-** as compensation for mental agony and **Rs10,000/-** as litigation charges.

**Brief Facts: -**

The complainant purchased a CB Jerry cow bearing tag No. **39334** against the consideration which was financed by the Central Co-operative Bank branch Kralpora Kupwara. The said cow was insured with the OP under insurance policy No. **262392** dated **15-02-2011**. Contention of the complainant is that the cow died on **29-03-2011** at **08:30 A.M**, during the period of insurance policy and the post mortem of the cow was conducted



and the OP was accordingly intimated. Consequently, the OP deputed the surveyor who conducted the survey and on demand the necessary documents were provided to the surveyor. Besides the complainant intimated to the bank regarding death of cow. The complainant approached the OP but the claim was not settled moreover the complainant was constrained to serve a legal notice to the OP, resultantly the OP in response vide communication dated **10-09-2015** asked to provide some documents but same documents had already provided to the surveyor. The complainant even again provided the required documents to the OP however the claim was not settled. The contention of the complainant is that the bank concerned issued him a notice thereby asked the complainant to repay the loan amount accumulated as **Rs.48,420/-** as on **31-03-2015**. The complainant approached the OP time and again with request to settle his claim however the claim was not settled on one pretext or the other which caused financial loss to the complainant and he became the debtor of huge amount of the bank due to deficient services of the OP.

The complainant was made to run from pillar to post for settlement of the claim but nothing was done to address his grievance which constrained the complainant to approach the erstwhile consumer forum Kupwara for redressal of his grievances.

Upon service of notice the OP submitted the written version contending therein that the complaint filed by the complainant is misconcerned one and not maintainable. As the complainant has failed to intimate the OP within the stipulated period of time of 10 days and the OP is not duly bound to process any claim of the loss.

Contention of the OP is further that there was no tag of the cow, supported which is pre requisite under special condition of cattle live stocks insurance contract, when there is no tag, there is no claim. The OP further contended that the complainant in response to the legal notice was requested to furnish some requisite and necessary documents however there was no response from the complainant is liable to be dismissed. There has not been any deficiency in service on the part of the OP, in absence of the requisite documents.

The complainant adduced 5 witnesses namely Mohammad Yousef Payer S/o Gh Qadir Payer R/o Sonthipora Tehsil Kralpora & District Kupwara, Ab Jabbar Lone S/o Ab Razak Lone R/o Sonthipora Tehsil Kralpora & District Kupwara, Bashir Ahmad Khan S/o Gh Qadir Khan R/o Batpora Tehsil Kralpora & District Kupwara, Ghulam Mohi-ud-din Khan S/o Qadir Khan

R/o Batpora Tehsil Kralpora District Kupwara and Saleema Begum W/o Ghulam Mohi-ud-din Khan R/o Batpora Tehsil Kralpora District Kupwara as witness in her own case.

Another witness of the complainant namely Mohammad Yousef Payer S/o Gh Qadir Payer R/o Sonthipora Tehsil Kralpora & District Kupwara examination stated that the complainant is her sister and neighbor also. The witness stated that he does not know as to where from the complainant has purchased the cow, however he knows that the complainant had borrowed loan and had insured the cow, he does not know as to who insured the cow.

Another witness of the complainant namely Ab Jabbar Lone S/o Ab Razak Lone R/o Sonthipora Tehsil Kralpora & District Kupwara on cross-examination stated that he is neighbor of the complainant. He heard on the same day about the death of the cow and the cow was insured; but he does not know about the company. The insurance company personal visited the spot and took some photographs of the cow. The complainant approached the insurance company but nothing was paid to her. Cow was having the tag but do not remember the number.

Another witness namely Bashir Ahmad Khan S/o Gh Qadir Khan R/o Batpora Tehsil Kralpora & District Kupwara on cross-examination stated that the complainant is his sister-in-law. She had one cow only, he does not know where from she had purchased but the cow died in the year 2011, in the morning time. The cow was ill and later after a week's time died; cow was insured. The cow had an insurance tag No. **39334**. The complainant had borrowed loan to purchase the cow. The complainant approached the insurance company, he also to Srinagar however the insurance officials there stated that they have not received any report from the bank.

Another witness of the complainant namely Ghulam Mohi-ud-din Khan S/o Qadir Khan R/o Batpora Tehsil Kralpora District Kupwara on cross-examination stated that the cow was purchased by the complainant in the year 2011 against the consideration cost of **Rs.45,000/-** which was sponsored by the Co-operative Bank Kralpora. The witness further stated that the cow was healthy but after falling ill the veterinary doctor treated the cow and immediately intimated the concerned bank about the incident who later on informed the insurance company. Consequent upon which one surveyor along with the doctor visited the spot and carried out the postmortem of the cow. The doctor was accompanied with 3 persons; the insurance tag was affixed which was removed by the doctor at the

time of postmortem however he doesn't know the No. of the tag. The doctor prepared the file which was accordingly submitted to the bank.

Saleema Begum W/o Ghulam Mohi-ud-din Khan R/o Batpora Tehsil Kralpora District Kupwara as witness in her own case on cross-examination stated that she had purchased the cow in year 2011 and the cow which was insured with the OP died in the same year after falling ill for about weeks' time. The postmortem of the cow was carried out and the same was produced to the insurance company as well as the bank along with the tag. The complainant as witness further stated that she approached the insurance company telephonically and intimated about the death of the cow.

**Witness of OP: -**

OP adduced one witness namely Javaid Hussain Senior Assistant who on cross-examination stated that the complainant did not inform the company within 10 days of incident. Neither the tag was submitted nor the intimation letter was annexed with the complaint. The witness stated that the policy of the office is no tag no claim. The cow was insured in the month of February 2011 and he was posted at Anantnag at that time however he was informed in the office that the party had not intimated the company on time. The witness further stated that he had no information whether any agent visited the spot on the same day. The No. of the tag was **39334** but he has no personal information about the case as he was not posted there.

**Heard the parties perused the records placed on file and we are of the considered view that the complainant availed loan from the bank for purchase of the cow. The cow was insured with the Oriental Insurance Company herein after referred to as OP under policy No. 262392 however during the period of insurance the said cow died. The complainant accordingly intimated the insurance company which fact stands substantiate by the several communications endorsed by the Baramulla Central Co-operative bank to the Oriental Insurance Company Limited for settlement of the claim of the complainant. The OP's contention is that the complainant has failed to intimate the OP within the stipulated period of time, is not tenable as the delay in intimation cannot be taken as justified ground for repudiation of the claim. The delayed intimation does not warrant restriction of the claim. The Honorable Supreme Court in a case titled Saurashtra Chemicals Limited Vs National Insurance Company has held that an insurer cannot raise delay in intimation as a ground for repudiation if that ground is not mentioned in that repudiation letter.**

In view of the above facts and circumstances, the complaint of the complainant is allowed and disposed off with the following directions: -

1. The OP is directed to pay the insured amount of Rs.40,000/- to the complainant along with the interest @7% from the date of institution of the complaint till the date of order.

2. The OP is further directed to pay an amount of Rs.30,000/- to the complainant as compensation for putting her into mental agony.

3. The OP is further directed to pay an amount of Rs.10,000/- to the complainant as litigation charges.

Order announced

Date: 20-11-2025

  
20/11/25  
Nyla Yaseen  
Member  
District Consumer Disputes  
Redressal Commission  
Kupwara

  
Peerzada Qousar Haseen  
President  
District Consumer Disputes  
Redressal Commission Kupwara

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