

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

**Coram: -**

1. Peerzada Qousar Hussain ..... President  
2. Ms Nyla Yaseen ..... Member

Consumer Complainant No: 27/2016

**Gh Nabi Reshi S/o Gh Qaider Reshi R/O Manzhar Hayhama  
Kupwara, Tehsil & District Kupwara Proprietor M/S Fashion  
Foot Wear.**

.....(Complainant)

Versus

1. Oriental Insurance Company Ltd through its Divisional  
Manager Divisional Office Regal Lane Srinagar Kashmir.  
2. Branch Manager Oriental Insurance Company Ltd. Kupwara.  
..... (opposite parties)

Date of Institution: 23-02-2016

Date of Decision: 30-12-2025

**Appearing Counsel**

Adv. Adam Malik for the Complainant.

Adv. Khurshid Iqbal for OP.

**Judgement**

The complaint in hand has been filed by the complainant before this erstwhile consumer forum Kupwara on 23-02-2016, alleging therein deficiency in service on the part of the OPs with prayer to direct the opposite parties to pay an amount of Rs.14,52,854/- along with interest at bank rate in the interest of justice.

**Brief Facts: -**

The complainant is a resident of district Kupwara who was running a shop under the name and style of M/S Fashion Foot wear at Kupwara. Contention of the complainant is that the said shop was insured with the OPs under insurance policy No. 262390/11/2015/147 which was valid from 06-03-2015 to 05-03-2016 for sum assured of Rs. 11 lacs. However, the said shop gutted in a devastating fire during the intervening night of 18 and 19 May of 2015, due to which all the stocks of the shop gutted along with the furniture and nothing could be saved. FIR was accordingly lodged at the Police Station. The Fire and Emergency personal visited the

spot. The OP was accordingly informed about the incident who deputed a surveyor. The surveyor conducted survey, he was provided all the documents, he demanded. Contention of the complainant is further that during this time it came to surface that the SBI had also insured the complainant for **Rs.5 lacs** on **18-06-2014**, however he was not aware about the said insurance company nor the Bank informed him at the time of purchasing the insurance policy at **06-03-2015**. Complainant further contended that he approached the bank to enquire whether there is any insurance, however he was told that the NPA A/C is not insured by the bank; which constrained the complainant to purchase the insurance policy on **06-03-2015**.

The shop was insured for the total amount of **Rs. 16 lacs** of two policies. The loss was worked out by the private surveyor for **Rs.14,52,854/-**. The surveyor of the OP's assessed the meager amount of loss prepared on assumptions, presumption and despite providing all the requisite documents, the amount of loss was not released.

The complainant approached the OP's and despite providing all the requisite documents he was made to suffer. He has no source of income and delay in addressing the grievance of the complainant resulted in the recurring loss. The irrational and unreasonable stand adopted by the OP's in addressing his grievances constrained the complainant to approach the District Consumer Disputes Redressal Commission Kupwara for redressal of his grievances.

Upon notice the OP's submitted the written version contending therein that the complainant has no cause of action against the OPs to file the instant complaint as the claim of the complainant stands already repudiated as no claim on the ground, because the insured failed to submit the requisite documents despite repeated requests.

The OPs further contended that the insured misrepresented the facts and submitted the false bills which amounts to violation of the policy conditions.

The insured has also taken two insurance policies with two different sum assured with malicious intentions to deceive the company. Further the rent deed is in the name of the complainant but there is no mention of the name and style of proprietor Fashion Foot Wear. As such, the rent deed is also illegal as per the terms and conditions of the policy.

The complaint is not maintainable on the ground that there has been no deficiency in service in settlement of the insurance claim.

The complainant adduced 7 witnesses namely Gh Mohammad Dar S/o Mohammad Sultan Dar R/o Dar Mohalla Kupwara Tehsil & District Kupwara, Gh Qadir Reshi S/o Late Gh Mohammad Reshi R/o Manzhar Haihama Kupwara Tehsil & District Kupwara, Manzoor Ahmad Reshi S/o Ab Ahad Reshi R/o Manzhar Haihama Kupwara Tehsil & District Kupwara, Ab Gani Bhat S/o Ab Ahad Bhat R/o Cheepora Tehsil Lalpora & District Kupwara, Ishfaq Majeed Baba, Ghulam Mohi-ud-din Mir working as Fire Man in the Fire and Emergency department and posted at Drugmulla Kupwara and Gh Nabi Reshi S/o Gh Qaider Reshi R/O Manzhar Hayhama Kupwara, Tehsil & District Kupwara Proprietor M/S Fashion Foot Wear as witness in his own case.

Witness of the complainant namely Gh Mohammad Dar S/o Mohammad Sultan Dar R/o Dar Mohalla Kupwara Tehsil & District Kupwara on cross-examination stated that he is residing backside of the building which was damaged due to fire incident. The Fire and Emergency Services personal visited the spot after an hour however he does not know about the FIR or whether the insurance officials visited the spot or not. The witness further stated that he does not know about the foot wear items purchased by the complainant, nor has he any knowledge about the stocks of the shop present at the time of incident.

Another witness Gh Qadir Reshi S/o Late Gh Mohammad Reshi R/o Manzhar Haihama Kupwara Tehsil & District Kupwara on cross-examination stated that the complainant's shop was insured with Oriental Insurance however he does not know about the correspondence of the insurance claim.

Another witness namely Manzoor Ahmad Reshi S/o Ab Ahad Reshi R/o Manzhar Haihama Kupwara Tehsil & District Kupwara on cross-examination stated that the shop of the complainant was insured with the Oriental Insurance, who filed the case for compensation however he does not know about the formalities to be fulfilled for claiming the compensation.

Another witness namely Ab Gani Bhat S/o Ab Ahad Bhat R/o Cheepora Tehsil Lalpora & District Kupwara on cross-examination stated that he is a fruit vendor, he was at his residence at the time of the incident, he has no knowledge about the documents demanded by the insurance company. The witness further stated that he knows that the complainant was purchasing the material of foot wear stocks from Srinagar. The complainant had stocks of about 20 lacs approximately before the occurrence of the incident.



The complainant Gh Nabi Reshi S/o Gh Qaider Reshi R/O Manzhar Hayhama Kupwara, Tehsil & District Kupwara Proprietor M/S Fashion Foot Wear as witness in his own case Kupwara on cross-examination stated that he is a proprietor of the shop which was insured with the OP and the shop was registered under the name and style of M/S Fashion Foot Wear Kupwara. The shop was financed by the SBI Bank Kupwara.

He was indebted to the bank and the loan was not liquidated. The complainant as witness in his own case further stated that he was running the said shop on the basis of loan for 5-6 years approximately. The shop was insured by the bank of its own. The business unit was insured by the bank. He insured his business unit to secure the asset and the bank insured the unit to secure the loan amount however he could not continue his repayment process during the year of fire incident. The complainant further stated that there were two insurance policies one was done by the bank and the other by him at his own level. He has not claimed for the compensation against the insurance policy done by the bank. The complainant as witness further stated that he completed the requisite formalities for compensation. The correspondence developed between the complainant and the company were received and submitted accordingly. The insured shop was registered, he submitted the registration along with the rent agreement to the insurance company.

He approached the insurance company, and he was asked to submit the GST bills etc. which he submitted however the insurance company neither repudiated his claim nor accepted the claim which forced him to approach the consumer court to file the case. Although he served a legal notice to the company prior to filling the complaint before the erstwhile consumer forum.

Another witness namely Ishfaq Majeed Baba Chartered Accountant on cross-examination stated that he prepared the documents on the basis of record provided by the complainant, including the VAT bills. The witness further stated that he was aware about the fire incident. The complainant submitted the bills to him on the basis of which the balance sheet was prepared.

Another witness adduced by the complainant namely Ghulam Mohi-uddin Mir working as Fire Man in the Fire and Emergency department and posted at Drugmulla Kupwara on cross-examination stated that the incident took place on **19-05-2015**. The control room received a call on 101, he did not visit the spot himself. He does not know about the

damages caused due to the fire incident. The fire incident certificate was issued by the Assistant Director, as he is authorized to issue the same.

The OP did not adduce any evidence in the matter. The OP did not intend to lead to evidence as such the evidence of the OP was closed. Consequently, the parties submitted the written arguments in the matter.

Heard the counsel appearing for the parties perused the documents placed on record along with the written arguments advanced by the parties and the commission is of the considered view that the complainant's shop was insured with the OP under policy No. **262390/11/2015/147** which was valid from **06-03-2015** to **05-03-2016**. However, during the intervening night of 18 and 19 May 2015 the said shop of the complainant gutted in a fire incident which caused intensive loss to the stocks of the shop and nothing could be retrieved. FIR was accordingly lodged, and Fire and Emergency personal visited the spot.

The insured intimated the insurance company (OP) consequently a surveyor was deputed to assess the loss who assessed a meager amount of loss, which constrained the insured to hire a private surveyor who assessed the loss of **Rs.14,52,854/-**.

Although the complainant provided all the requisite documents to the surveyor deputed by the OP, however he assessed the loss on presumptions and assumptions.

Since the OP's were under legal duty to get the loss assessed judiciously on the basis of the documents obtained from the complainant however nothing has been done to redress the claim of the insured.

Contention of the OP that the claim of the complainant was repudiated as no claim as the insured failed to provide the requisite documents is not tenable as the OP cannot reflect the claim for non-submission of some documents.

Non-settlement of the claim despite receiving claim intimation and obtaining requisite documents amounts to unfair trade practice as well as deficiency in service on the part of the OP's.

**We rely on the case titled Amalendu Sahoo V/S Oriental Insurance Co. (2010) SCC 536 where under the Honorable Supreme Court has held that the insurance contract must be interpreted reasonably and practically. A claim cannot be rejected for non-submission of some documents when the initial facts of loss are established through other evidence.**

In view of the above facts we hold the Oriental Insurance co. hereinafter referred to as OP 1 and 2 liable for indulging in unfair trade practice as well as deficiency in service and dispose off the complaint with the following directions: -

**The OPs are directed to pay the sum assured of Rs.10,00,000/- to the complainant along with the interest @5% from the date of institution of the claim till the date of order.**

**The OPs shall comply with the order within a period of 4 weeks from the date copy of this order is served upon the OP's.**

Order announced  
Date: 30-12-2025

*Mylh*  
30/12/25  
Member  
District Consumer Disputes  
Redressal Commission  
Kupwara

*Peerzada Qousar*  
President  
District Consumer Disputes  
Redressal Commission Kupwara

Copy of this order be provided to the parties free of cost and after completion file be consigned to records.