

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

CHANDIGARH DISTRICT COMMISSION

CONSUMER COMPLAINT NO. DC/AB1/44/CC/278/2021

Harminder Pal

.....Complainant(s)

PRESENT ADDRESS – (Age 31 Years) son of Sh. Sarwan Singh R/o Village E

Versus

Shriram General Insurance Company Limited

.....Opposite Party(s)

PRESENT ADDRESS – through its Branch Manager, SCO 178, Sector 38–C,

BEFORE:

AMRINDER SINGH SIDHU , PRESIDENT

HON'BLE MR. B.M.SHARMA , MEMBER

FOR THE

Harminder Pal, Adv. Ashwani Arora, Devinder Kumar and Kapil Sharma

COMPLAINANT:

(Advocate)

FOR THE OPPOSITE PARTY:

Shriram General Insurance Company Limited

DATED: 28/01/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION–II

U.T. CHANDIGARH

Consumer Complaint No. : CC/278/2021

Date of Institution : 29/04/2021

Date of Decision : 28/01/2026

Harminder Pal (age 31 years) son of Sh.Sarwan Singh r/o Village Badil, District Patiala, Punjab-147111.

... Complainant

V E R S U S

Shriram General Insurance Company Limited through its Branch Manager, SCO 178, Sector 38-C, Chandigarh.

.... Opposite Party

BEFORE:

SHRI AMRINDER SINGH SIDHU

PRESIDENT

SHRI B.M. SHARMA

MEMBER

ARGUED BY:

Sh.Devinder Kumar, Counsel for complainant

Sh.Aayush Goyal, Advocate Proxy for Sh.Sachin Ohri,

Counsel for OP

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1. Complainant has filed the present consumer complaint pleading that he is owner of car bearing registration No.PB-01-B-4470 which was insured with the OP/insurer vide certificate cum policy schedule (Annexure

C-3) valid w.e.f. 3.9.2020 to 2.9.2021 for Insured Declared Value (IDV) of ₹4,00,000/-.

On 15.12.2020 at about 4.30 a.m., the insured car, while coming from Nanauta to Chandigarh via Nakur Road and being driven by the driver, Ravinder Singh, met with an accident as the driver lost control due to which it struck against a tree and was badly damaged. Police was not informed about the accident as there was no third party injury. However, complainant immediately informed the OP telephonically on their toll free number upon which the OP generated the claim number and appointed surveyor for verification of facts. After spot survey, damaged car was taken to authorized repairer who prepared estimate dated 19.12.2020 to the extent of ₹7,30,504.85. On the asking of the surveyor, complainant also handed over a detailed affidavit on 21.12.2020 with regard to the accident. Thereafter the OP wrote letter dated 21.1.2021 to the complainant and raised some questions/clarifications, which was replied by him on 3.2.2021 through speed post and on the asking of the OP he also sent a detailed reply on 23.2.2021. However, instead of sanctioning the claim, the OP vide letter dated 5.4.2021, repudiated the same with the remarks "No Claim". Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OP, complainant has filed the instant consumer complaint seeking payment of the claim amount alongwith interest, compensation and litigation expenses.

2. In its written version, OP admitted that the complainant is the owner of the insured car and the same was insured with it during the relevant period. It is averred that as per the version of the complainant, insured car met with an accident on 15.12.2020 when its driver Ravinder Singh lost control and collided with a tree. It is stated that the said driver was driving the car in rash and negligent manner with possibility of

drinking and driving. No FIR was registered and copy of FIR and MLC are important document while processing any such accident claims. OP repeatedly asked the complainant to provide the details of the FIR etc. but he failed to supply the same. It is maintained that after scrutiny of the claim form and documents, claim of complainant was rightly repudiated vide letter dated 5.4.2021 on the ground that "cause of loss and damages are not matching with the reply as well as photos". It is stated that the liability of the OP is strictly as per the terms and conditions of the policy and the surveyor assessed the loss at ₹3,75,513.84. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP prayed for dismissal of the consumer complaint.

3. In replication, complainant controverted the stand of the OP and reiterated his own.

4. Parties led evidence in support of their case.

5. We have heard the learned Counsel for the parties and have gone through the documents on record, including written arguments.

6. It is admitted case of the parties that the complainant had raised a claim with regard to the insured car regarding its accident on 15.12.2020 i.e. during the currency of the insurance policy. It is further admitted case of the parties that the claim lodged by the complainant was repudiated/rejected by the OP vide its letter dated 5.4.2021 (Annexure R-4) on the ground that photo pasting as well as cause of loss mentioned in claim form is not matching and correlated with damages and complainant's version.

7. It is observed from the record that no doubt in its defence OP has also taken the plea that the driver of the car namely Ravinder Singh

was driving the car in rash and negligent manner with possibility of drinking and driving and further that no FIR was registered in the case. However, there does not seem to be any merit in the defence of the OP firstly because it is evident from the contents of the claim repudiation/rejection letter (Annexure R-4) that the OP is doubting the very authenticity of the accident, which has no connection with its alleged plea of driver, Ravinder Singh driving the car in rash and negligent manner with possibility of drinking and driving.

8. Secondly, when admittedly OP had received intimation about the accident of insured car on the day of accident itself i.e. 15.12.2020 and even surveyor was appointed by it, matter was between OP and/or its surveyor to ask for FIR/MLC etc. there and then and not at a belated stage. Further, no doubt OP has pleaded that it repeatedly asked the complainant to supply the necessary documents/ details but it has not supported the said plea with any documentary evidence, except one letter dated 21.1.2021, which too is after more than one month of accident.

9. It is settled law that one who asserts must prove and since in the present case it is the OP, which has asserted regarding the authenticity of the claim/accident, therefore, burden to prove the same lies on its shoulders only. Here we are fortified by the judgment of the Hon'ble Apex Court in ***Mahakali Sujatha Vs. Branch Manager, Future Generali India Life Insurance Co. Ltd. & Anr., II (2024) CPJ 66 (SC)*** and the relevant portion of the same reads as under:—

"50. The cardinal principle of burden of proof in the law of evidence is that "he who asserts must prove", which means that if the respondents herein had asserted that the insured had already taken fifteen more policies, then it was incumbent on them to prove this fact by leading necessary evidence. The onus cannot be shifted on the appellant to deal with issues that have merely been alleged

by the respondents, without producing any evidence to support that allegation..... A fact has to be duly proved as per the Evidence Act, 1872 and the burden to prove a fact rests upon the person asserting such a fact.....”

In view of the ratio of law laid down above, mere bald averments of OP in its defence, sans any cogent documentary evidence in support of the same, cannot be believed. Thus, it is safe to hold that the act of OP in repudiating the claim of the complainant certainly amounts to deficiency in service and unfair trade practice on its part and the present consumer complaint deserves to succeed and the OP is held liable to pay the amount assessed by the surveyor as per the surveyor report (Annexure R-5) i.e. ₹3,75,513.84 (say ₹3,75,514/-) to the complainant alongwith interest and compensation etc.

10. In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OP is directed as under :-

- (i) to pay the amount of ₹3,75,514/- to the complainant alongwith interest @ 9% per annum w.e.f. 5.4.2021 till the date of its actual realization.
- (ii) to also pay ₹20,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

11. This order be complied with by the OP within 60 days from the date of receipt of its certified copy.

12. The pending application(s), if any, stands disposed of accordingly.

13. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

28/01/2026

[AMRINDER SINGH SIDHU]

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PRESIDENT

[B.M. SHARMA]

MEMBER

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AMRINDER SINGH SIDHU

PRESIDENT

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B.M.SHARMA

MEMBER