

Appeal filed on: 22-02-2024
Appeal disposed on: 09-01-2026

**BEFORE THE KARNATAKA STATE CONSUMER DISPUTES
REDRESSAL COMMISSION, CIRCUIT BENCH-2, BELAGAVI**

DATED THIS THE 9th DAY OF JANUARY, 2026

**CORAM: HON'BLE SRI.RAVI SHANKAR, JUDICIAL MEMBER
HON'BLE SMT. SUNITA C.BAGEWADI, LADY EMBER**

APPEAL NO.1161/2024

1. The Branch Manager,
M/s Shriram General Insurance
Company Ltd., E-8, RIICO
Industrial Area, Sitapura,
Jaipur, Rajasthan State-302022
2. The Branch Manager,
Shriram General Insurance
Company Ltd, CTS No.477/1m1,
1st Floor, V.A.Kalaburagi,
Hallamark, Beside Indusland Bank,
Desai Cross, Pinto Road,
Hubballi-580 020

...Appellant/s



Now represented by
M/s. Shriram General Insurance
Company Ltd, No.5/4, 3rd Floor, S.V.Arcade,
Bilakahalli, Bannerughatta Main road,
IIMB Post, Bengaluru
Reptd by its Asst. Manager

(By Sri.M.D.Tigadi, Advocate)

-Versus-

1. Ashok S/o Mahalingappa Doni,
Aged about 32 years,
Since dead Rep by LRs

...Respondent/s

Sunita C. Bagewadi

- 1a) Smt.Kaveri w/o Late Ashok,
Aged about 25 years,
- 1b) Kumar Sambharam s/o Late Ashok,
Aged about 9 years,
- 1c) Ku.Sampriti D/o Late Ashok,
Aged about 9 years,

...Respondent/s

Since the Respondent No.1b and 1C
are minor rep by Respondent No.1a
and mother

All are R/o C/o Home No.1313
Sector No.7, Opposite Govt. School,
Vantamuri Colony, Belagavi

- 1d) Smt.Sharada w/o Mahalingappa Doni
Aged about 60 years,
R/o Mahalingpur,
Rabakavi Banahatti,
Bagalkote

R/o C/o. Home No.1313
Sector No.7, Opposite Govt. School,
Vantamuri Colony, Belagavi

2. Rangaswami
S/o Thimmegouda Dyavalapura,
R/o Agaraharabelguli, Hassan,
Hassan District, Karnataka

(R-1a to R-1d- by Sri.Rohit N.Latur, Advocate)

ORDER

HON'BLE BY SMT. SUNITA C.BAGEWADI, LADY MEMBER

This appeal is filed by the Appellant/OPs being aggrieved
by the order dated 16.11.2023 passed by the District

Consumer Commission, Belagavi in CC.No.106/2023 and prays to set-aside the order and to allow the appeal, in the interest of justice and equity.

2. The brief facts of the complaint is that, the complainant No.2 insured his Toyota Etios Car bearing Reg.No.KA-01-AC-9783 under the policy "PCCV 4 Wheelers Motors Commercial Vehicle Package Policy" and the said policy was valid from 19.11.2020 to 18.11.2021. The complainant

No.2 who was the owner of the said vehicle sold to the complainant No.1 after following the due procedure of law.

Accordingly on 10.8.2021 the RC transfers in the name of the complainant No.1. Immediately within one day, the

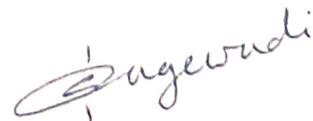
complainant No.1 had applied for getting the name changed in the insured policy and the same was under process. On 14.8.2021 on NH-4 highway near the Vantamuri Ghats, the driver of the vehicle lost his control and the vehicle toppled. In that accident, severe damages caused to the vehicle.

Immediately, the vehicle was shifted to Shoda Toyota Belagavi for the repairs. The Shoda Toyota estimated the damage cost to tune of Rs.2,66,379/-. Subsequently the claim form along with all the necessary documents submitted by the complainants to

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the Opposite Party Company. The Opposite Party Company appointed the surveyor to assess the loss, after completion of survey of the said vehicle, due to delay caused by the Opposite Party in giving sanction to the repairs of the said vehicle, the complainant No.1 paid the entire damage expenses with a hope that he could be indemnify refund from the insurance company. However on 8.1.2022 the complainant No.1 received the claim rejection letter by the insurance company stating the reason that the insurance policy was standing in the name of complainant No.2 and RC particulars was standing in the name of complainant No.1. The complainant No.1 had applied for change of his name in the policy with the Opposite Parties within 14 days stipulated by the insurance company and without considering the same the Opposite Party repudiate the claim of the complainant which is illegal, hence the complaint.

3. After service of notice of the District Commission, the Opposite Parties appeared through their counsel and filed version. The Opposite Parties admitted that, the vehicle bearing Reg. No.KA-01-AC-9783 was insured with the Opposite Party under the policy No.10003/31/21/306416 for the period from 19.11.2020 to 18.11.2021 and contended that the policy

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in question was standing in the name of the complainant No.2 and the complainant No.1 was the registered owner of the vehicle as on the date of the accident, hence the complainants have no insurable interest. Further contended that the complainant had provided the driver details of Jamakhandi wherein as per the survey report, the driver was Girish M.Linganur. Hence, it seems that there is a manipulation of facts and also the driver was not holding valid and effective driving license, hence the complainants are not entitled the claim amount and prays to dismiss the complaint.

4. After trial, the District Consumer Commission has allowed the complaint in part. Being aggrieved by the said order, the Appellants/Opposite Parties have preferred this appeal on various grounds.

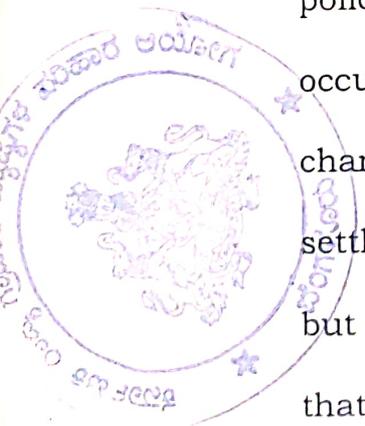
5. Heard from both sides.

6. Perused the appeal memo, the order passed by the District Consumer Commission and materials on record, we noticed that, it is not in dispute that, the complainant No.2 insured his Toyota Etios Car bearing Reg. No.KA-01-AC-9783 and the said policy was valid from 19.11.2020 to 18.11.2021.

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It is also not in dispute that, the complainant No.2 sold the vehicle in favour of the complainant No.1 on 10.08.2021 and also the RC was transferred in the name of the complainant No.1 on the same day. It is also not in dispute that, on 14.08.2021 an accident was occurred to the said car on NH-4, near the Vantamuri Ghats, Belagavi and the said vehicle was damaged. It is also not in dispute that, at the point of time, the vehicle was shifted to Shoda Toyota Belagavi and the same was estimated the repair cost to the tune of Rs.2,66,379/-. It is also not in dispute that, after intimation the appellants have appointed the IRDA surveyor and the said surveyor has assessed the loss to the tune of Rs.1,60,000/-.

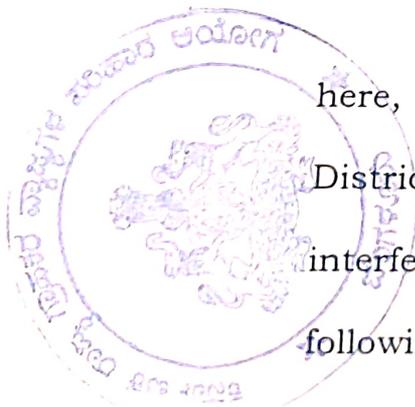
7. The allegations of the respondents is that, after transfer of RC, immediately the respondent No.1 approached the Insurance Company and applied for transfer of insurance policy in his name. But unfortunately an accident was occurred on 14.8.2021 within four days from the date of change of RC. However, the insurance company had agreed to settle the claim for Rs.1,60,000/- as per the surveyor report, but not settled the same and sent the repudiation letter stating that the insurance policy was in the name of respondent No.2



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the appellants have repudiated the claim of the respondents. In this regard, Section 157 (2) of MV Act, 1988 applies. The said provision clears a deemed transfer of insurance policy along with RC transfer of the vehicle. The Hon'ble Supreme Court in Civil appeal No.2632/2020 between Surendra Kumar Bhilawe v/s New India Assurance Co. Ltd categorically held that **"upon transfer of the vehicle, the insurance policy automatically stands transfer in favour of transferee and the insurer cannot denied own damage claim on technical grounds"**. In the present case, the surveyor had assessed the loss. Further Ex.C7, message sent by the Insurance Company itself show readiness to settle the claim as per the survey report, which clearly establishes that the claim was otherwise found to be genuine. Moreover, the appellant has repudiated the claim of the respondents after expiry of the policy, which is not just and proper.

9. Hence, considering the facts and discussion made here, we are of the opinion that, the order passed by the District Consumer Commission is just and proper. No interference is required. Accordingly, we proceed to pass the following:-



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ORDER

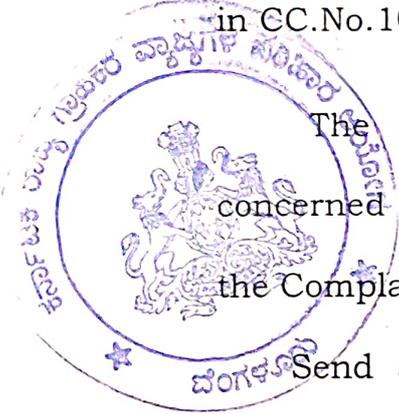
The appeal is hereby dismissed. No order as to costs.

The impugned order dated 16.11.2023 passed by the District Consumer Disputes Redressal Commission, Belagavi

in CC.No.1062/2023 is hereby confirmed.

The amount in deposit shall be transmitted to the concerned District Consumer Commission to pay the same to the Complainant.

Send a copy of this order to both parties as well as Concerned District Commission.



Smt. Sunita C. Bagewadi
9/1/2026
SMT.SUNITA C.BAGEWADI
(Lady Member)

Sri. Ravi Shankar
9/1/26
SRI.RAVI SHANKAR
(Judicial Member)

Jrk/.

CERTIFICATE

CR No. 292/2026
Copy applied on 02-02-26
Copy ready on 21-02-26
Copy delivered on 21-2-26
Free copy sent on 21-2-26
By Hand/Post

[Signature] 21/02/26
Asst. Registrar - Asst. Admn. Offr
Karnataka State Consumer
Disputes Redressal Commisstor
Bengaluru
[Signature]
21/2/26