BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT MADURAI

COMPLAINT No. \_\_\_\_\_\_\_\_of 2023

IN THE MATTER OF:

M. Hareesh,

S/o Malaichamy,

No.2/332, Mela Street,

Manalur,

Thiruppuvanam Taluk,

Madurai – 630611

……………Complainant

Vs.

Branch Manager

M/s. Shriram General Insurance Company Limited,

No.30, Near ICICI Bank, Hak Road,  
Chinna Cokikulam, Madurai – 625002

Branch Manager

M/s. Shriram General Insurance Company Limited,

Sengunthapuram Main, Karur – 639002

……………..Opposite parties

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

MOST RESPECTFULLY SHOWETH:

1. The address of the Complainant for the purpose of service of summons, notice, etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
4. The complainant is a 33 year old resident of Madurai and works as a school teacher to support his aged parents and younger siblings.
5. The Opposite Party No. 1 is an insurance company having its branch office at Madurai and the Opposite Party No. 2 is the head office of the Opposite Party No. 1 located at Karur.
6. That I had saved money for years to purchase a car as it was becoming very difficult and unsafe for me to commute long distances to work by public transport. After a lot of research, I finally purchased an i20 Hyundai car on 09.12.2020 bearing registration number TN 64 V 8209. This car was like a dream come true for the complainant
7. That I got the car comprehensively insured with the Opposite Party No. 1 vide policy no. 421032/31/22/000726 valid from 22.12.2021 to 21.12.2022 as I have heard they are a reliable insurance provider. I paid the premium in the hope that I would be protected against any damage or loss to the car.
8. On 07.03.2022, while driving back from a family wedding in Coimbatore, my car met with an unfortunate accident near Ochari village on the Bangalore - Chennai Highway. By god's grace, my brother who was driving was unhurt. However, the car was badly damaged.
9. That I immediately intimated the accident to the Opposite Parties. The livelihood of my family depends on this car, so I requested them to expedite the claim settlement so that the car can be repaired and restored to working condition as soon as possible.
10. As per the instructions of the opposite parties 1 and an authorised surveyor had inspected the car. As per their instructions, I incurred an expense of Rs.10,000 to tow the damaged car to Ambattur Estate workshop. I have been visiting the workshop regularly and following up for repair but there is no progress. The car was kept on idle.
11. That despite submitting all documents sought and cooperating fully with the surveyor, the Opposite Parties have failed to release my claim for the past 4 months.
12. That I am facing great hardship without my car which I need for my livelihood. I have to spend a lot more time and money commuting by public transport. This has also affected my ability to care for my family.
13. That the Opposite Parties have asked for many irrelevant documents and seem to be finding ways to avoid settling my genuine claim. This is causing me needless mental harassment and agony. Are they not supposed to support customers in times of distress?
14. That my legal notice dated 22.06.2022 did not receive any positive response from the Opposite Parties. Left with no other recourse, I have approached this Commission seeking justice.

**CAUSE OF ACTION:** The cause of action arose on 16.03.2022 when the opposite party did not release the insurance amount after the complainant approached them and applied for the claim with all the relevant documents. Further it arose on 22.6.2022 when the complainant sent a legal notice to the opposite party.

**JURISDICTION**: The amount of loss incurred for the deficiency in service provided by the opposite party is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.

**COURT FEE:** That the Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**LIST OF EVIDENCE:**

* Car Purchase Documents: Sales invoice, vehicle registration certificate (Date: 09.12.2020)
* Insurance Policy Documents: Copy of policy, coverage details (Policy No. 421032/31/22/000726, 22.12.2021 to 21.12.2022)
* Accident Details: Incident report, location details (Date: 07.03.2022, Ochari village)
* Communication with Opposite Parties: Copies of all correspondence, acknowledgment receipts
* Expense Receipts: Towing expense receipts (Rs.10,000)
* Workshop Communication: Updates with Ambattur Estate workshop
* Surveyor's Report: Damage details, correspondence with surveyor
* Documents Submitted to Opposite Parties: Copies of submitted documents, proof of cooperation
* Legal Notice: Copy, delivery proof (Date: 22.06.2022)

**PRAYER:** In light of the above facts and circumstances of the case, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

a) Direct the Opposite Parties to expeditiously release my insurance claim along with interest and get the car repaired so that I can go back to earning my livelihood.

b) Pay the sum of Rs.1,00,000 as travelling expenses incurred.

Award compensation of 1,00,000 for the mental agony and harassment caused to me and my family.

c) Award litigation costs incurred in pursuing this complaint.

d) Pass any other order as deemed appropriate and in the interest of justice.

**VERIFICATION:-**

I,M. Hareesh, S/o Malaichamy, No.2/332, Mela Street, Manalur, Thiruppuvanam Taluk, Madurai – 630611 , do hereby solemnly affirm that the facts stated above in paras 1 to 11 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of \_\_\_

Madurai

Place