DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,

COMBINED COURT BUILDINGS, SALEM.

**CC. No……/……**

**IN THE MATTER OF:**

C.Selvaraj,

S/o Chinnathambi,

Aged:45

Occupation: Pilot

Near Police Quarters,

D.No.52/27, Poosari Street,

Komarasamypatti,

Hasthampatti Post,

Salem-636 007. …Complainant

-Versus-

The Branch Manager,

United India Insurance Co. Ltd.,

Branch Office: III,

Sri Kamatchi Complex,

Opp. to Govt. Arts College,

Cherry Road, Salem-636 007 . …Opposite party

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

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. It is submitted that the complainant is a Pilot and working with the Indian Air Force. He is the registered owner of vehicle Eicher Maxi Cab bearing registration no. TN 30 BQ 1050. The complainant has insured his Eicher Maxi Cab with the opposite party under policy No.1708033120P110862684 for the period from 25.12.2020 to 24.12.2021.
5. It is submitted that the opposite party United India Insurance Company Limited is a insurance company having its branch office at Sri Kamatchi Complex, Opp. Govt. Arts College, Cherry Road, Salem - 636007
6. It is submitted that the insured value of the vehicle was Rs.12,00,000/- and the said policy was package policy.
7. It is submitted on 26.02.2021 at 2.30 P.M when the complainant was travelling from Salem to Coimbatore NH47 bypass Road to go to Bannari Amman temple, the said vehicle met with an accident near Kuppanur Bye pass,Sathiyam College.
8. It is submitted that while applying the brake by the driver, the said vehicle was capsized and the vehicle got damaged. It is stated that the entire body of the maxi cab was damaged.
9. It is submitted that after the accident the Sankari police have filed FIR on 26.02.2021 at 8.00 pm and the MVI Grade I of Sankari RTO inspected the vehicle on 01.03.2021 and issued his report stating that the accident was not happened due to any mechanical defect of the vehicle.
10. It is submitted that the complainant had immediately informed the other party about the accident to the opposite party and also submitted a claim form on 05.03.2021. It is stated that based on that request the opposite party engaged a spot surveyor and made survey of the damaged vehicle in Jailaxmi Auto Works & Agencies Pvt Ltd, Karur, the authorised Eicher Service centre,
11. It is submitted that the surveyor submitted his report with photographs to the opposite party. Subsequently, as per the advice of the opposite party, the complainant repaired his vehicle in Jailaxmi Auto Works & Agencies Pvt Ltd, Karur and after service they issued invoice bills for a sum of Rs.80,435.13/-.dated 06.05.21. It is stated that the complainant paid that amount and took delivery of the vehicle.
12. It is submitted that the complainant had purchased Eicher Body for the vehicle from Real coach (SKMC Industries (P) Ltd,) Karur for a sum of Rs 1,70,000/- on 07.05.21 since the total body has been damaged beyond repair. It is stated that all the originals were submitted with the opposite party and claimed a total sum of Rs.3,70,435.13/ being spent by the complainant for repairing his vehicle.
13. It is submitted that the opposite party repudiated the claim of the complainant by its letter dated 09.03.2022, alleging that at the time of the accident the vehicle was modified by extending the rear portion to increase the seating capacity to 20.
14. It is submitted that the vehicle was not modified as alleged by the opposite party and if it was so, the MVI would have forfeited the vehicle and imposed fine on the owner of the vehicle. But it did not happen and it shows that the allegation of the opposite party is not correct.
15. It is submitted that at the time of the accident only 13 persons were travelling in the said maxi cab as per the permitted seating capacity in FC and permit. It was stated that the charge sheet also would have been laid against the driver of the vehicle if the vehicle is extended and then it would reflect in the Final report.
16. It is submitted that the act of the opposite party is unlawful. Even then the complainant permitted 13 persons alone to travel in his vehicle at the time of the accident, and the vehicle is not extended as alleged by the opposite party in the claim repudiation letter.
17. It is submitted that to avoid making insurance payment to the complainant they made false allegations without any basis that the vehicle was modified on the rear portion to increase the seating capacity to 20. It was stated that it amounts to deficiency of service towards their customer. This caused great mental agony, and distress to the complainant. There is no valid reason to deny the lawful claim of the complainant. Hence it was prayed for allowing this complaint.

CAUSE OF ACTION: Further, the cause of action arose when the opposite Party repudiated the valid claim of the complainant arbitrarily on 09.03.2022 alleging false modification of vehicle without any proof.

TERRITORIAL JURISDICTION: The complainant and the opposite party both reside within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION: The total consideration amount paid in purchasing the hotel booking is less than Rs. 50 lakhs. Hence this hon'ble commission has jurisdiction to entertain this complaint.

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

PRAYER:

In light of the above, I request the Hon'ble Forum to allow my complaint and direct Opposite Party to:

a) Pay Rs. 3,70,435 towards vehicle repair and replacement expenses with interest at \_\_% p.a. from date of repudiation till realisation.

b) Pay Rs. 50,000 as compensation for mental harassment and agony caused.

c) Pay Rs. 10,000 as cost of litigation.

I sincerely hope the Hon'ble Forum will consider my complaint and provide fair justice.

List of Evidence:

1. Copy of Insurance Policy no. 1708033120P110862684 from Opposite Party valid from 25.12.2020 to 24.12.2021
2. Copy of Registration Certificate of vehicle no. TN 30 BQ 1050
3. Copy of permit showing seating capacity as 13
4. FIR dated 26.02.2021 regarding accident
5. Inspection report dated 01.03.2021 by RTO after accident
6. Final Report/Charge Sheet showing 13 passengers at time of accident
7. Driving licence of driver
8. Repair and replacement bills totalling Rs. 3,70,435
9. Claim intimation letter dated 05.03.2021 submitted to Opposite Party
10. Claim repudiation letter dated 09.03.2022 issued by Opposite Party

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 Verification

Herein I, C.Selvaraj,, do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same is found to be true and correct to the best of my knowledge, belief, and information.

PORVORIM

 Date Complainant