**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, NORTH GOA AT PORVORIM**

CC no. /2024

BETWEEN:

Arshad Badagi,

residing at H.No. 186/1,

Naikwada Verla, Bardez,

North Goa ….Complainant

V/s

Go Digit General Insurance Limited,

having its registered office at Atlantis,

95, 4th B cross Road,

Koramangala Industrial Layouts,

5th Block, Bengaluru-560095 …Opposite Party

**Complaint under Section 12 of the Consumer Protection Act, 2019**

1. The address of the Complainant for 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 purchased a second-hand Skoda Octavia bearing registration number GA 03 Y 1585 from its previous owner, one Mr. Rameshwar Usapkar on 16/11/2024.
5. The registration certificate of the vehicle was transferred to the Complainant's name completed on the same day 16/11/2024, and possession of the vehicle was handed over to the Complainant at 5 PM.
6. However, due to time constraints, the Complainant could not immediately transfer the insurance policy of the vehicle to his name, which continued to be in the name of the previous owner of the car. The details of the vehicle Insurance Policy no. is Do26072197
7. Unfortunately, on the same day of purchase, the vehicle met with an accident, resulting in the registration of an FIR and accordingly the FIR copy and other related documents were sent to the Opposite Party insurance company claiming the insurance benefits in lieu of the accident. The registration of the insurance claim number is 202410025037.
8. However, despite repeated visits to the office of Go Digit General Insurance Limited and multiple emails sent on 28/11/2024 and 29/11/2024 seeking status updates on the complainant's insurance claim, no action was taken to settle the claim.
9. Subsequently, after repeated requests the surveyor from the insurance company conducted an inspection and confirmed that the Complainant was entitled to a claim amount of Rs. 13,05,000/- (Rupees Thirteen lakhs Five Thousand only).
10. However, the insurance company, through emails dated 01/12/2024 and 10/12/2024, informed the Complainant that his insurance claim was repudiated as there was no contract between him and the insurance company, citing the policy being in the name of the previous owner as the reason.
11. Aggrieved by the decision of the Insurance company, the Complainant has approached this Hon’ble Commission.
12. That the repudiation of the insurance claim amount violates section 157 of the Motor Vehicle Act 1988, which provides that there is deemed transfer of certificate insurance on account of the transfer of ownership of the vehicle.

IV] **Cause of Action**;

1. The Cause of Action to file this complaint first arose on 10/12/2024 when the Opposite party repudiated the insurance claim of the Complainant.

V]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s society is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

VI]   **Court Fees:**

1. Requisite Court fee as contemplated is paid on this Complaint.

VII]   **Prayer;**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

1. Directing the Opponents to pay the entire claim amount of Rs. 13,05,000/- (Rupees Thirteen lakhs Five Thousand only).
2. Directing the Opponents to pay an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) to the Complainant as compensation for the mental harassment, agony, physical torture, and financial losses suffered by the Complainant on account of the ‘Deficiency in service’ rendered by the Opponents.
3. Any other relief for which the Complainant is found entitled be granted.

Permission to amend the complaint as and when required may kindly be granted.

The cost of this complaint may kindly be awarded to the Complainant from the Opponents.

**Verification**

Herein I, Arshad Badagi, 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 are found to be true and correct to the best of my knowledge, belief and information.

**PORVORIM**

**/02/2024 Complainant**