

GOVERNMENT OF JAMMU & KASHMIR
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
BARAMULLA/BANDIPORA

Coram: -

1. Peersada Qousar Hussain

..... President

2. Ma Nyla Yaseen

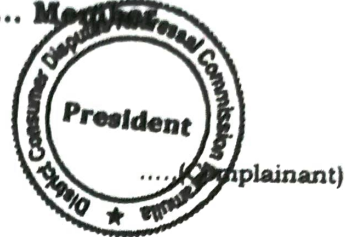
..... Member

Consumer Complainant No: 61/2024

Showkat Ahmed Dar

Versus

New India Assurance Co. Ltd & Anr.



.... (opposite parties)

Date of Institution: 03-09-2024

Date of Decision: 04-05-2026

Appearing Counsel:

For the Complainant: - In Person.

For the OP: - Ld Adv. Farooq Ahmad Bhat.

Judgement

The instant complaint has been filed by the complainant before this Commission on 03-09-2024 against the OP with a prayer to direct the insurance company to pay the insured amount of Rs. 55,000/- and Rs. 1,00,000/- as compensation.

Brief Facts

The complainant purchased a cattle insurance policy from OP No. 1 for his livestock bearing Policy No. 100511, which was effective from 28-03-2024 to 27-03-2025. The contention of the complainant is that during the subsistence of the insurance policy, the insured cattle died on 20-04-2024. The complainant alleges that he informed the OP and submitted the requisite documents for settlement of the insurance claim. However, the OP repudiated the claim as "No Claim" on the ground of a cooling period of two days as per the policy terms and conditions.

Notice Was Issued

Upon service of notice, OP No. 1 submitted the written statement contending therein that the complainant is estopped by his own act and conduct from filing the complaint and that there is no deficiency in service on the part of the OP. The complaint is not maintainable. The OP further contended that the claim of the complainant has been closed as "No Claim," as the claim was filed within the cooling period of two days as per the policy clause.

Both the parties were afforded an opportunity to adduce their evidence and to cross-examine the witnesses. However, during the cross-examination, no material could be elicited to discredit or dislodge the testimony of the complainant. Additionally, the complainant consistently stated that the cattle was duly insured, premium was paid, and the death occurred during the subsistence of the insurance policy.

The OP, although did not dispute the existence of the insurance policy and payment of the premium, or occurrence of death, however sole basis for denial of the claim remained the alleged cooling period, which stood unsubstantiated because the defence of the OP is not supported by any cogent evidence.

Points for Determination

- Whether the repudiation of the claim by the OP on the ground of cooling period is justified.

Since it is an admitted fact that the insurance policy was valid at the time of death of the insured cattle, the OP has failed to place on record any cogent or specific insurance policy condition to clarify and establish the applicability of a cooling period in cattle insurance in such a manner as to exclude liability for the claim.

It would be just and appropriate to mention over here also that the cooling period generally pertains to the right of the insured to review and cancel the policy within a specified time period, which cannot be arbitrarily invoked by the insurer to defeat a legitimate claim unless the same is expressly mentioned in the policy. Even otherwise, the OP has not demonstrated that the alleged condition was properly explained and disclosed to the complainant at the time of purchase of the insurance policy in question.

I have meticulously perused the documents placed on record and am of the considered opinion that the OP has arbitrarily and illegally repudiated the claim of the complainant. Therefore, the OP is held liable for indulging in deficiency in service as well as unfair trade practice and repudiating the genuine claim of the complainant.

As such, the complaint is allowed and disposed of with the following directions: -

1. OP No. 1 is directed to pay the insured amount of Rs. 55,000/- (Rupees Fifty-Five Thousand only) to the complainant along with interest at the rate of 7% from the date of institution of the complaint till realization of the amount.
2. OP No. 1 is further directed to pay an amount of Rs. 20,000/- (Rupees Twenty Thousand only) as compensation for causing mental agony and harassment to the complainant.

The above order shall be complied with by the OP within a period of 30 days failing which the entire awarded amount shall carry interest at the rate of 10% per annum.

Order announced

Date: 04-05-2026

I Agree

sd/-
Nyla Yaseen
Member

sd/-
Pedzada Boudar Wagsayr
President

Copy of this Order be provided to the parties for compliance and file be consigned to records after due completion.