

GOVERNMENT OF JAMMU & KASHMIR
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
KUPWARA

Coram: -

1. Peerzada Qousar Hussian President

2. Ms Nyla Yaseen Member

Consumer Complainant No. 04/2017

Naseer Ahmad Khan S/O Abdul Aziz Khan R/O Darpora
Tehsil Lalpora District Kupwara(Complainant)

Versus

Bajaj Allianz General Insurance Company Ltd.

..... (opposite party)

Date of Institution: 05-06-2017

Date of Decision: 26-05-2026

Appearing Counsel:

For the complainant: -Adv. Nasir Ahmed

For the OPs: - Adv. Zubair Ahmed Wani

Judgement

The complaint in hand was filed by the complainant before the erstwhile Consumer Court Kupwara, on 05-06-2017, alleging therein that the loss of the insured unit was not assessed properly, as he has incurred an amount of Rs. 9,55,646/- (Rupees Nine Lakh Fifty-Five Thousand Six Hundred Forty-Six only), whereas the OPs assessed the loss as Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only).

The complainant approached the OP with the request to consider the incurred amount of loss of Rs. 9,55,646/- (Rupees Nine Lakh Fifty-Five Thousand Six Hundred Forty-Six only); however, no heed was paid to his requests, which constrained the complainant to approach the erstwhile Consumer Court for redressal of grievances.

Brief Facts

The complainant insured his poultry farm unit with Bajaj Insurance, hereinafter referred to as OP, for a sum of Rs. 15 lacs (Rupees Fifteen Lakh only). The insurance policy issued under Policy No. OG-16-1205-4001-0033087 was valid from 03-09-2015 to 02-09-2016. However, during the subsistence of the insurance policy, the said unit was gutted in a fire incident. The complainant lodged a complaint and approached for settlement of the claim; an FIR was lodged with the police station.

The complainant's contention is that he availed a loan for the unit and has no source of income. The complainant approached the OP to indemnify the loss; consequently, a surveyor was deputed who assessed the loss at Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only), whereas the complainant has incurred a loss of Rs. 9,55,646/- (Rupees Nine Lakh Fifty-Five Thousand Six Hundred Forty-Six only) to the building and the stock as per the estimated bills.



The complainant's contention is further that the OP transferred an amount of Rs. 2,90,000/- (Rupees Two Lakh Ninety Thousand only) to the account of the complainant, which was deducted by the bank against the loan.

The complainant approached the OP with the request to pay an amount of Rs. 9,55,646/- (Rupees Nine Lakh Fifty-Five Thousand Six Hundred Forty-Six only) as the principal loss caused to the insured unit, but no heed was given to his requests, which constrained the complainant to approach the District Consumer Disputes Redressal Commission Kupwara for redressal of his grievances.

Notices were issued.

Upon service of notice, the OP submitted the written version, contending therein that the loss was assessed by a duly appointed surveyor, and the said amount has already been paid to the complainant, and there is no deficiency in service. Both the parties thereafter adduced evidence.

The complainant has relied upon the insurance policy documents and other supporting material.



Points for Determination

1. Whether there is any deficiency in service on the part of the OPs.
2. Whether the complainant is entitled to any relief.

Findings

Since it is an admitted fact that the poultry unit of the complainant was insured and the loss occurred during the subsistence of the insurance policy, and the unit was insured for the sum of Rs. 15 lacs (Rupees Fifteen Lakh only).

The complainant has annexed several bills to demonstrate the loss due to the fire incident.

The main dispute is with regard to the quantum of loss. The OP has relied upon the surveyor's report, who has assessed the loss of the insured unit as Rs. 3,41,715/- (Rupees Three Lakh Forty-One Thousand Seven Hundred Fifteen only).

However, the complainant has placed on record detailed bills, vouchers, and other supporting documents which substantiate that the unit was of substantial scale and the loss suffered due to fire was extensive and significantly higher than the amount assessed by the surveyor and paid to the complainant.

I am of the considered opinion that the surveyor's assessment is grossly inadequate and does not reflect the actual loss suffered by the insured.

The OP has not submitted any convincing justification for assessing such a low loss in view of the fact that the unit was insured for Rs. 15 lacs (Rupees Fifteen Lakh only) and a low amount was assessed in the face of substantial documentary evidence placed on record.

Additionally, the loss amount of Rs. 3,41,715/- (Rupees Three Lakh Forty-One Thousand Seven Hundred Fifteen only) and payment of the said amount cannot absolve the OP of its contractual liability/obligation to indemnify the insured to the extent of the actual loss, subject to the sum assured.

In view of the above facts and circumstances, and reflecting on the cogent documentary evidence including the fire service report as well as the police report, the claim of the complainant is held to be genuine. Moreover, the death of the original complainant does not affect the entitlement, and the legal heirs of the original complainant are entitled to receive the admissible claim amount.

Taking into consideration the material on record, including the fire service report and the police report, besides the nature of the poultry unit and the documentary evidence produced, I deem it

just and proper to assess the loss at Rs. 12 lacs (Rupees Twelve Lakh only), which is within the sum assured.

Order


Therefore, the complaint is allowed and disposed of with the following directions:

1. The OP is directed to pay an amount of Rs. 3 lakhs/- (Rupees Three Lakh only) to the complainant through legal heirs, being the balance of the assessed amount, along with interest at the rate of 5% from the date of institution of the complaint till realization of the amount.
2. The OP is further directed to pay an amount of Rs. 50,000/- (Rupees Fifty Thousand only) as compensation for mental agony and Rs. 10,000/- (Rupees Ten Thousand only) as litigation charges.

The OP shall comply with the order within a period of 30 days from the date of receipt of the order, failing which the entire awarded amount shall carry interest at the rate of 9% per annum.

Order announced

Date: 26-05-2026


26/05/26
Nyla Yaseen
Member
I agree
District Consumer Disputes
Redressal Commission
Kupwara


26/05/26
Peerzada Qousar Hussain
President
PRESIDENT
District Consumer Disputes
Redressal Commission Kupwara

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