

**GOVERNMENT OF JAMMU & KASHMIR**  
**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**KUPWARA**

**Coram: -**

**1. Peerzada Qousar Hussian ..... President**

**2. Ms Nyla Yaseen ..... Member**

**Consumer Complainant No:148/2025**

**Showkat Ahmad Mir S/O Ab Kabir Mir R/O Suddergund  
Tehsil Langate District Kupwara Jammu & Kashmir.**

.....(Complainant)

Versus

**Bajaj Allianz General Insurance Company Ltd, through its  
Manager, Area Office City Walk complex 2<sup>nd</sup> floor Opposite  
church (near Ali Jan complex) Moulana Azad Road,  
Srinager 190001 (J&K) Ph:0194-2471025,2482897.**

..... (opposite parties)

**Date of Institution:02-01-2025**

**Date of Decision:17-06-2026**

**Appearing Counsel:**

**For the complainant: Adv. S. Majeed and Adv. Adam Malik.**

**For the OPs: - Adv. Zubair Ahmed Wani.**



**Judgement**

The present complaint has been filed by the consumer before this Commission on 02-01-2025 alleging therein that the OP has repudiated his insurance claim and has indulged in unfair trade practice. The complainant has accordingly prayed for the following relief: -

- Direction to the OP to indemnify the complainant by paying an amount of Rs. 20,00,000/- (Rupees Twenty Lakh only) under the contract of insurance and costs of litigation.

**Brief Facts**

The complainant is a permanent resident of Jammu and Kashmir, UT, of Suddergund, Langate, District Kupwara.

Contention of the complainant is that he occupied a shop at Sheikh Hamza Complex, Handwara, for carrying his business of hosiery and readymade garments under the name and style of Beauty Park. The said business was only for gain. The contention of the complainant is further that he purchased an insurance policy from the OP bearing Policy No. OG-25-1205-4056-00023367 for a sum assured of Rs. 20,00,000/- (Rupees Twenty Lakh only). The said insurance was valid from 22-08-2024 to 21-08-2025. However, on 03 November 2024 at around 10:30 PM, the shop of the complainant caught fire, due to which the whole stock and the furniture was damaged. The police and Fire & Emergency Services personnel visited the spot and controlled the fire and an FIR was accordingly lodged at P/S Handwara.

The complainant alleges that he informed the OP on 04-12-2024. Consequently, a surveyor was deputed, who was provided with all the requisite documents including the stock statements provided to PNB Handwara.

Surprisingly, the complainant received a letter from the OP on 15-12-2024 by virtue of which the claim of the complainant was repudiated as "No Claim" on the recommendation of the surveyor.

Contention of the complainant is further that the OP repudiated his claim stating that the bills provided to the surveyor are fake. As per the surveyor's report, the purchase bills issued by M/S Semi Enterprises, bills of M/S Big Fashion and M/S Bhat Traders were verified as fake. The complainant approached the OP and requested for issuance of a copy of the surveyor's report, but the same was not issued. The complainant again approached the OP with a request to consider his insurance claim on the basis of his genuine bills provided to the surveyor; however, they were adamant not to indemnify him for the loss of his insured shop, which constrained him to approach the District Consumer Commission for redressal of his grievances.

**Notice was issued.**

Upon service of notice, the OP submitted the written version.

The principal ground taken by the OP for repudiation of the claim of the complainant is that the invoices/bills submitted by the complainant in support of the claim were verified from the concerned dealers, and a few dealers appended copies of the purported bills with their signatures and remarks that the bills were not issued by them and the items mentioned in the said bills were not sold, as per the surveyor's report.

Since, it is not disputed that the insurance policy was in force on the date of occurrence of the incident. It is also not disputed that the insurer had accepted the proposal and issued coverage for stock to the extent of Rs. 20,00,000/- (Rupees Twenty Lakh only).

The OP has relied upon the report of the surveyor.

Since the Commission is conscious of the settled legal position that the surveyor's report is an important piece of evidence for due consideration, however, such a report is not conclusive and is required to be tested on the touchstone of the material placed on record.

Perusal of the surveyor's report reveals that the surveyor has expressed that the bills produced by the insured are fake. However, the OP has failed to place on record any written statement or verification report from the concerned dealers which would substantiate that the bills are fake. No written denial is on record. Mere incorporation of an opinion in the surveyor's report, unsupported by any corroborative evidence, cannot be treated as conclusive proof of fabrication of bills. The OP has also not submitted any material to demonstrate that the stock statements are fabricated. The same stock which otherwise carry considerable evidentiary value regarding the existence of stock.

Additionally, the complainant has adduced evidence to substantiate his claim and has placed on record copies of the insurance policy, claim documents, the printed GST bills authenticated stock statements submitted to the concerned bank prior to the occurrence of fire incident.

Per contra, the OP has adduced evidence relying on the report of the surveyor contending therein that the claim was rightly repudiated on finding the fake bills and invoices submitted by the complainant.

**I have meticulously examined the pleadings of the parties, including the evidence and the documents placed on record.**

**The core issue is whether the OPs have successfully established that the bills of the complainant were fabricated and that the repudiation was justified.**

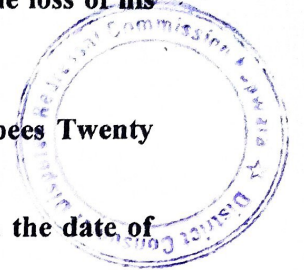
**Perusal of the surveyor's report reveals that the surveyor has expressed an opinion that some bills of the complainant were not genuine and the OP rely on the said report of the surveyor. However, no written communication or any statement from any dealer or supplier has been produced to establish that the said bills were not issued by them. The surveyor's report is not supported by any documentary evidence. Which ought to have been supported by cogent material.**

**The complainant, on the other hand, has produced stock statements authenticated by the PNB, which were issued prior to the occurrence of the fire incident. The complainant had submitted the stock statements to the PNB in the ordinary course of business and prior to the incident which admittedly give rise to the claim of the complainant.**

Therefore, the OP allegations that the bills are fake cannot sustain in the absence of any written denial from the dealers. The OP has failed to justify the repudiation of the claim.

In view of the foregoing discussion, the repudiation of the claim of the complainant is held arbitrary and not tenable. The complaint is accordingly allowed and disposed of with the following directions:

- 1) The OP is directed to pay an amount of Rs. 19,10,350/- (Rupees Nineteen Lakh Ten Thousand Three Hundred Fifty only) to the complainant for the loss of his insured stock.
- 2) The OP is further directed to pay an amount of Rs. 20,000/- (Rupees Twenty Thousand only) as litigation charges.
- 3) The OP shall comply the order with in a period of one month from the date of announcement of the judgement.



Order announced

Date: 17-06-2026

*Nyla*  
18/06/26

Nyla Yaseen  
Member  
I Agree

*Peerzada Qousar Hussain*  
17/06/26  
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.