Certified Copy of Order Dated: 15-07-2026
In the Court of Hon'ble District Consumer
Commission Baramulla/Bandipora.

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

Coram: -

1. **Peerzada Qousar Hussian .... President**
2. **Ms Nyla Yaseen ...... Member**

District Consumer Disputes Redressal Commission Baramulla
President

Consumer Complainant No: 03/2015

Manzoor Ahmad Dar S/O Farooq Ahmad Dar R/O Jalsheeri Baramulla.

.....(Complainant)

Versus

1. **The J&K Grameen Bank B/O Khanpora Baramulla through manager.**
2. **National Insurance Company Iqbal Market Sopore.**

.... (opposite parties)

Date of Institution:29-07-2015
Date of Decision:15-07-2026

Appearing Counsel:
For the Complainant: - Altaf Hussain Bhat & Associates.
For the OP:- Ex Parte for OP 1
Adv. Farooq Ud Din Bhat for OP 2

Judgement

The instant complaint has been filed by the complainant before the erstwhile District Consumer Forum, Baramulla, on 29-07-2015 alleging that his shop was insured with the OP, which was gutted in a fire incident during the subsistence of the insurance policy. It is pleaded that, after the occurrence of the incident, the OPs were immediately intimated. Consequently, a surveyor was deputed to conduct the survey and assess the loss. The complainant completed all the requisite formalities; however, the claim was not settled, which constrained the complainant to approach the erstwhile District Consumer Forum, Baramulla, for redressal of his grievances.

Brief Facts

The complainant was running a business and had established a shop at Jalsheeri, Baramulla, under the name and style of Manzoor Kiryana Store. The said shop was insured with OP No. 2. During the subsistence of the insurance policy, the shop was gutted in a fire incident on 11-01-2015, due to which all the stock of the shop, including the refrigerator and computer, got damaged. It is averred that the complainant suffered a loss to the tune of Rs. 7 lakh (Rupees Seven Lakh only).

The complainant accordingly lodged the insurance claim with the OP. Consequently, a surveyor was deputed who visited the site and confirmed the loss. The surveyor prepared the survey report

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Verifying Officer
Under Section 76 Evidence Act-1872
President DCDRC Baramulla

but did not provide a copy to the complainant, nor was he consulted at the time of preparing the report.

The OP 2 filed objections and contended that the complainant is estopped by his own act and conduct from filing the present complaint and that there is no deficiency in service on the part of the OP. It is further averred that the complainant has neither lodged any claim nor taken any steps to register the claim with the OP, and the complaint is not maintainable. It is further averred that the complaint is barred by limitation and this Commission cannot admit the complaint which is beyond time. There is no deficiency in service or unfair trade practice, as the complainant has never approached the OP to register his claim. The present complaint involves determination of complicated questions of law and fact, which cannot be decided except by leading evidence. The complaint is a gross abuse of the process of law and has been filed with the sole purpose of harassing and pressuring the OP to submit to the mischievous demands.

The complaint is devoid of merit and liable to be dismissed. The company cannot settle the claim for the loss of the insured stock unless it is referred to the IRDA approved surveyor under Section 64 of the General Insurance Act. The assertions made in the petition are bare allegations and devoid of any truth. The OP accordingly prayed for dismissal of the complaint with costs for dragging the OP into unnecessary litigation.

The complainant adduced three witnesses in support of his claim, namely Mushtaq Ahmad S/o Abdul Mohammad R/o Delina, Baramulla; Mohammad Yousaf Dar S/o Bashir Ahmad Dar R/o Jalshari, Baramulla; Mohammad Akbar Dar S/o Nazir Ahmad Dar R/o Jalsheeri, Baramulla; and the complainant as a witness in his own case.

Witness of the complainant, Mohammad Yousaf Dar, on cross-examination stated that the complainant's shop situated at Jalshari, Baramulla, caught fire, which completely damaged the stock and nothing remained. There were some electrical items also, including a laptop, which were gutted in the fire incident. The shop had sufficient stock. The complainant intimated the insurance company as well as the Fire and Emergency Services, Baramulla. However he has no information about the insurance cover.

Another witness of the complainant, namely Mohammad Akbar Dar S/o Nazir Ahmad R/o Jalsheeri, Baramulla, on cross-examination stated that the complainant had a provisional store and a photocopy machine also in the shop. The shop caught fire in the month of January 2015. He used to purchase groceries for the complainant's shop. The shop had stock worth around Rs. 7–8 lakh (Rupees Seven Lakh to Eight Lakh only) at the time of the incident. He does not know about the insurance and does not know whether the complainant informed the Fire Services or the insurance company regarding the incident. He also does not know whether any surveyor visited the spot or whether an FIR was lodged. The witness further stated that he had given a statement before the police but does not know about the FIR.

The complainant, as a witness in his own case, on cross-examination stated that the incident took place on 11-01-2015. He had a valid insurance policy when the fire incident occurred. He informed the insurance company within two days after the occurrence of the incident. He handed over all the documents to the surveyor as required.

The fire incident caused damages of around Rs. 10–12 lakh (Rupees Ten Lakh to Twelve Lakh only). An FIR was lodged. The building was also damaged, but only the stock was insured with the OP for Rs. 7 lakh (Rupees Seven Lakh only), whereas the stock was more than Rs. 7 lakh (Rupees Seven Lakh only) at the time of the occurrence. He also obtained the Fire Services Report.

The OP No. 2 adduced one witness, namely Mohammad Ayoub Bhat S/o Ghulam Mohammad Bhat, Assistant Manager, who on cross-examination stated that the fire incident occurred in the month of January 2015. He had not contacted the surveyor and could not say about the stock present in the shop at the time of the incident.

Another witness of OP No. 2, namely Mushtaq Ahmad S/o Ali Mohammad R/o Delina, Baramulla, on cross-examination by the complainant's counsel stated that he is working as an Assistant in NIC.

The witness stated that the surveyor might have visited the spot on the next day of the incident, but he was not sure about the date. He could not say about the damage to the stock in the fire. He further stated that he was not shown any letter informing the complainant about the closure of his claim. He did not remember the dispatch number of the letter dated 27-08-2016 sent by registered post to the complainant.

We have pragmatically perused the record placed on file along with the written arguments advanced by the complainant and are of the considered opinion that the fire incident occurred on 11-01-2025. Consequently, the complainant intimated the OP regarding the incident, who deputed a surveyor to the spot to carry out the survey and assess the loss. The surveyor assessed the loss at Rs. 1.35 lakh.

The report of the surveyor is on record. Therefore, the plea of the OP that the complainant never approached them is contradicted by the surveyor's report itself. Such an inconsistent stand is devoid of merit. Although the surveyor has assessed the loss at Rs. 1.35 lakh (Rupees One Lakh Thirty-Five Thousand only), we do not find the said assessment reliable because the surveyor has failed to assign cogent reasons for restricting the loss to the said amount despite the fact that the police report along with the Fire and Emergency Services Report substantiates the loss of the complainant's stock due to the fire incident. The surveyor's report does not inspire confidence and, therefore, cannot be accepted.

In view of the above facts, the complaint is allowed and disposed of with the following directions:

1. OP No. 2 is directed to pay the complainant an amount of **Rs. 4,00,000/- (Rupees Four Lakh only)** along with interest at the rate of **6% per annum** from the date of institution of the complaint till its realization..
2. OP No. 2 is further directed to pay an amount of **Rs. 50,000/- (Rupees Fifty Thousand only)** to the complainant as compensation for causing mental agony and **Rs. 30,000/- (Rupees Thirty Thousand only)** as litigation charges.

The OPs shall comply with the order within a period of 4 weeks from the date of the order, failing which the amount directed to be refunded, along with the compensation amount, shall carry interest at the rate of 7% per annum from the date of institution of the complaint till its realization.

Order announced
Date: 15-07-2026

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Sd/-
Nyla Hassan
Member

Verifying Officer
Under Section 76 evidence Act-1872
President DCDRC Baramulla

Sd/-
Peerzada Qausar Hussain
President

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