District Consumer Disputes Redressal Commission- VIII (Central)
(Govt. of NCT of Delhi)
5th Floor, Maharana Pratap Inter State Bus Terminal Building
ISBT Kashmere Gate, Delhi- 110006

Consumer Complaint No.: DC/77/CC/70/2026

In the matter of

M/s Super Cassettes Industries Pvt. Ltd.,
Having its registered office at E-2/16,
White House, Ansari Road,
Darya Ganj, New Delhi
Through Authorized Representative
Sh. Beer Singh, General Manager-Operation … Complainant

VERSUS

M/s ICICI Lombard General Insurance Company Ltd.,
Having its office at 4th Floor, Red Fort Capital,
Parsvnath Tower, Bhai Veer Singh Marg,
Gol Market, New Delhi-110001

Also At: ICICI Lombard House,
414, Veer Savarkar Marg, Near Siddhi
Vinayak Temple, Prabhadevi,
Mumbai (Maharashtra)-400025 … Opposite Party No. 1

HYMARKET SAC Publication India Pvt. Ltd.,
Having its office at Ground Floor, F-Block,
Voltas Premises, Tukaram Bhikaji Kadam Marg,
Chinchpokli East, Mumbai (Maharashtra) … Opposite Party No. 2

Present: Sh. Sanjay Chauhan, Ld. Advocate for the Complainant Company.

ORDER

23.07.2026

(Divya Jyoti Jaipuriar)

1. This complaint has been filed by M/s Super Cassettes Industries Pvt. Ltd. (Complainant herein) challenging the insurance claim repudiation vide its letter dated 27.02.2026 by M/s ICICI Lombard General Insurance Co. Ltd. (OP-1 herein). As the said insurance claim was rejected for the claim related to accident of the vehicle bearing registration no. MH-01EB-7929 which was used for racing in the race organized by M/s Hymarket SAC Publication India Pvt. Ltd. (OP-2 herein), the Complainant Company has filed this consumer complaint challenging the said repudiation.

2. It is the case of the Complainant Company that the vehicle bearing no. MH-01EB-7929 make – Ferrari, Model– F8 TRIBUTO, type of body – COUPE was insured with OP-1 herein. The said vehicle was been driven by Sh. Om Raut who is stated to be business associate and the friend of the Managing Director of the Complainant Company. The said vehicle was having a regular insurance for a period of 12.09.2024 to 11.09.2025 with OP-1. Subsequently, a separate Endorsement Schedule Policy was also purchased which was valid for one day i.e. 22.06.2025 specifically for the purpose of participating in rally namely "Private Track Event Auto Car India 300KPH Club, National Automotive Test Tracks" at Khandwa (M.P.) which was organized by OP-2 herein. Sh. Om Raut used the said vehicle in the said track event on 22.06.2025 where the vehicle met with a severe accident causing extensive damage beyond economical repair. After the accident, the said vehicle was sent to Navnit Motors Pvt. Ltd., Mumbai (not a party) for repairs which gave an estimate of Rs. 26,06,419/-. The Complainant Company lodged a claim with the OP-1 who has appointed a surveyor to assess the claim. There have been correspondences between the Complainant Company, the surveyor namely Sh Prashant Bangera (not a party) and the OP-1 herein, but it appears that many of the correspondences have not been filed along with the complaint.

3. During assessment of the claim, among other information, following details were sought by the surveyor appointed by OP-1 Insurance Company vide its email dated 13.08.2025, from the Complainant Company:

“This is with reference to the captioned claim lodged by you. We request you to kindly submit the following details/ requested to enable us to process your claim expeditiously:

Required Documents:

- Vehicle participation details and event details/invite received from organizer "Auto Car" with complete itinerary.
- NATRAX tracks real time video footage and clips of the incident be shared to the insured or organizer –
  Photographs and Videos of the accident scene.
- Real-time telemetry tracking for vehicles VBOX Video Recording
- Incident and Police intimation or FIR with respect to the incident. We need written confirmation from NATRAX (National Automotive Test Tracks).
- Proven experience handling high-speed vehicles, formal training and compliance with motorsport/ safety certified by FMSCI.
- Federation of Motor Sports Clubs of India (FMSCI) driver License is Required.
- Technical documentation & driver info.
- Medical report of the driving person or any injury details related to the accident. We need a Medical report before and after an accident of a driving person.

    (Medical Check-up Report which is accepted by NATRAX before participating in speeding).
- We understand each lap vehicle is checked by the Technical team before every lap so please share a detailed report with the Pirelli tyre inspection report. (Complete report required from Ferrari and Pirelli tyres with specification).
- Ferrari OEM engineer inspection report of the vehicle and before the accident occurred.
- Driver dash cam recording and front cam recording footage required.

- Towing Details - To and FRO - from Mumbai to Madhya Pradesh to Mumbai.
- Gift Deed with Super Cassettes (Registered Owner) and Mr. Om Raut (Driving at time of Loss) as per letter issued by Auto Car and invited for Private Track event which was held on at National Automotive Test Tracks (NATRAX) NH-52 Madhya Pradesh near Pithampur Khandwa Pin Code 454774 on Sunday June 22 2025 was given to Mr. Om Raut whereas letter say it is invite to owner of above-mentioned Vehicle owners to the facility. Thus, again request you to share documented evidence and relation between Super Cassettes Industries Pvt Ltd and Mr. Om Raut with respect to business relation.

Please provide the above documents within 7 working days to avoid any delay in claim processing. Should you have any difficulty gathering the documents or need clarification on this request, please feel free to contact our office at 70xxxxxx16."

4. The above queries were raised by the surveyor vide its email dated 13.08.2025. It is not clear from the document on record that when these queries were replied by the Complainant Company herein. The Complainant Company herein has filed very selective documents and all email correspondences between the parties have not been filed by the Complainant Company herein. As a result, the chain of correspondences between the parties is not clear.

5. It also appears that there was another email dated 26.08.2025 which was sent by the OP-1 herein or the Surveyor to the Complainant Company but the copy of the said email has not been filed by the Complainant Company herein. In reply to the said email dated 26.08.2025, the Complainant Company herein has sent a reply to the OP-1 on 01.10.2025 by which the Complainant Company has stated as under:-

"This is in reference to your mail dated 26^{th} August 2025 regarding the above-mentioned claim.

At the outset, we wish to reiterate that several of the points raised in your email have already been addressed in our earlier correspondence and meetings with ICICI Lombard officials. To clarify:

1. Vehicle Participation & Event Invite – The invite from Autocar India along with itinerary has already been shared.
2. NATRAX Footage – With regard to the NATRAX footage, the insured has made every possible effort, including coordinating with Ferrari Mumbai and Autocar India, but despite best endeavors, the material could not be procured.
3. Incident/Police Intimation – As previously informed, no FIR has been lodged with respect to the incident.
4. Medical Report – There were no third-party injuries. The driver, Mr. Om Raut, sustained only a minor bruise from the seatbelt/airbag, form which he has fully recovered.
5. Pirelli Tyre Inspection Report & Ferrari OEM Engineer Report – The said aspects could not be procured as part of the 190-point inspection carried out at Ferrari Mumbai. Detailed reports are therefore unavailable.
6. Dashcam Footage – No front-facing dashcam was installed in the car at the time of the incident. Other available footage has been requested from Auto car India.
7. Towing Details – Already submitted.
8. Ownership/Gift Deed – The vehicle is solely owned by Super Cassettes Industries Pvt. Ltd. although Mr. Om Raut was permissible user on the date of accident.
9. Service History/Payments – As stated earlier, the service was carried out under Ferrari's 7-year contract, hence no separate payment details exist.

We bring to your attention that you have repeatedly requested documents and particulars that are either already provided or beyond the control of the insured. We have at all times acted in utmost good faith, furnishing every relevant detail and clarification sought by you.

In fact, in adherence to the principle of uberrimae fidei (utmost good faith), we had already taken an existing insurance policy for the same vehicle and, nevertheless, procured an additional policy from you specifically for the event in question. This clearly reflects our bona fide intent and transparency in all dealings with your company

It is further pertinent to note that in certain communications, your officials had conveyed that the enquiry stood closed for the purpose of denial of the claim. However, subsequent communications now seeking additional particulars stand inconsistent with that earlier position. Such inconsistency not only reflects a lack of clarity in approach but also causes undue prejudice and delay to the insured.

It is pertinent to note that the insurer's insistence on repetitive or immaterial particulars beyond what is reasonably required under the policy represents an overly technical approach. Just as the courts have observed in matters of insurance claims, an insurer ought not to refuse settlement of a claim on technical grounds or on documents which the insured cannot provide due to circumstances beyond their control, especially when valid insurance coverage exists and the insured has paid the requisite premium.

In light of the above, we request that ICICI Lombard Initiate the process of admitting and allowing the claim without any further delay, treating this as a formal request to move towards settlement in accordance with the policy terms and principles of good faith, fairness, and reasonableness governing insurance contracts.

We trust that no further repetitive queries will be raised, as unnecessary delay at this stage may constitute deficiency in service and unjust denial of the insured's rightful claim".

6. It also appears that there have been certain more correspondences between the Complainant and the OP with respect to claim in question. However, these correspondences have also not been placed on record. Finally, vide its letter dated 27.02.2026 the OP-1 has repudiated the claim and has informed the Complainant company as under:-

"This with reference to the Claim No. MOT16405016 filed with us for the Policy No. 3001/O/360928597/00/B01. We have perused the documents submitted by you and regret to inform you that your claim cannot be settled for the following reason.

There is misrepresentation and nondisclosure of material facts, which also resulted in a breach of insurable interest. As per your policy terms: insurance contracts are contracts of utmost good faith (uberrima fides). Any misrepresentation or concealment of material facts by the insured can lead to the rejection of the claim. The Company reserves the right to cancel this Policy immediately upon becoming aware of any misrepresentation, fraud, and non-disclosure of material facts or non-cooperation by or on behalf of the insured the Company is not obliged to refund the premium paid under this Policy. The participation of vehicle in high-speed pace making & reliability trial was not disclosed correctly to insurance company. The NATRAX 300 kmph Club event was not conducted under a permit issued by the Federation of Motor Sports Clubs of India (FMSCI), not disclosed to insurance company. As per FMSCI circulars, unrecognized events are not covered under nay motorsport insurance framework. The IMT 31 endorsement applies only to recognized and permitted activities and does not extend to any unauthorized events. Hence, the loss is outside the scope of policy cover, notwithstanding the presence of IMT 31 endorsement. A regular driving license has been furnished, no valid FMSCI Competition/Club sport License has been produced. Participation in competitive or timed high-speed motorsport events conducted under FMSCI governance mandates possession of such license. Driving in a 300 kmph track event without the requisite motorsport license constitutes noncompliance with governing regulations and amounts to a material increase of risk beyond the contemplated under an ordinary motor insurance policy. No written authorization or documentary evidence has been produced to establish that driver was duly authorized by the insured company to operate the vehicle, particularly in a high-speed motorsport event. In the absence of proof of authorization, the use of the vehicle cannot be said to be within the scope contemplated under the policy. It is further pertinent to note that the documents requisitioned by the Company during the course of claim processing are such documents which, in the ordinary course of participation in a high-speed motorsport event of this nature, ought to have been readily available with the insured and/or the driver. There exists no reasonable basis to presume that the said documents are not within their possession, custody or control, or that the same cannot be produced by them. Despite specific and repeated requisitions, the insured/ driver has failed to furnish the said documents. In the circumstances, an adverse inference is liable to be drawn that the documents are being deliberately withheld. Such conduct amounts to clear non-cooperation and constitutes a failure to discharge the contractual obligation cast upon the insured to substantiate the claim and to comply with the terms and conditions of the policy".

7. While going through the repudiation letter, the repudiation of the claim is primarily on the following grounds: -

a) The event was not conducted under the permit issued by Federation Motors Sports Club of India (FMSCI) and it was an unauthorized event which is not covered under any motor sports insurance framework.
b) A regular driving license has been furnished and no valid FMSCI competition/club/sports license has been produced.
c) The Complainant Company did not provide any document indicating that the driver was duly authorized to drive and operate the company vehicle particularly in high speed motor sports event.

8. In the reputation letter the OP-1 has indicated that the endorsements made under IMT-31 (Indian Motor Tariff Endorsement) applies only to recognised and authorised activity and the same is not available to unrecognised and unauthorised events. The OP-1 has maintained that the event so organised in which the vehicle in

question was used, was not a recognised event by Federation of Motor Sports Club of India (FMSCI). The FMSCI is a recognised body for promotion of Motor Sports events within the country for participating in the racing events. All motor racing events, its participants, vehicles used in the racing events etc. are required to be recognised, examined and controlled by the FMSCI. Although FMSCI is a private body, but as the said body is recognised and authorised by the Government of India to promote the motor sports in India, it acts as an apex body in the field of motor sports in India

9. As there is no document on record to suggest that FMSCI has recognised the said motor sport event in which the vehicle in question was used, we are of the opinion that the event was an unrecognised and unauthorised event. Participation in such unauthorised and unrecognised event cannot be insured. Hence, we do not find any deficiency in repudiation of the claim by the OP-1 on such ground.

10. The second ground of repudiation that the driver, who drove the vehicle in the sports event, namely Sh. Om Raut was not having any valid FMSCI licence. It is an admitted fact that Sh. Om Raut is having a regular driving licence to drive four wheelers and two wheelers with gear which was issued by Maharashtra State Transport Department, Mumbai. However, the said driving licence does not allow him to drive a vehicle in Motor Sports Event. FMSCI, being an apex body in motor sports and it also issues a specialised racing licence for the racing events. In absence of the driving licence issued by FMSCI, the driver cannot participate in the racing event. The general civil licence does not allow a driver to drive any vehicle on racing track.

11. In the case in hand, the Complainant Company has only produced a civil driving licence of the driver namely Sh. Om Raut and the specialised driving licence issued by FMSCI has not been filed. The said specialised racing driving licence was also not submitted to the OP-1 Insurance Company. As the Complainant did not produce the racing driving licence issued by FMSCI, the driving of the vehicle in the racing event by Sh. Om Raut amounts to violation of the policy requirements that the driver must possess a valid FMSCI issued driving licence for participating in a racing event. As the driver in this case, namely Sh. Om Raut, was not having any valid racing driving licence issued by FMSCI, he was driving the vehicle in the event

without a valid licence which violated the policy terms and conditions. Hence we are of the opinion that the repudiation of the claim on this ground can also not be questioned.

12. The third ground of repudiation that the Complainant Company did not produce any written authorisation to establish the fact that Sh. Om Raut was duly authorised by the Complainant Company to drive the vehicle in question in a racing event. The said ground of repudiation is also a valid ground of repudiation as the vehicle in question was registered in the name of the Complainant Company and Sh. Om Raut is neither any office bearer of the Complainant Company nor any employee of the Complainant Company. The Complainant Company has asserted the fact that the Sh. Om Raut is a friend of one of the Directors namely Sh. Bhushan Kumar and a Business Associate of the Complainant Company. The Complainant Company, thus, asserted that Sh., Raut was authorised to drive the vehicle in question.

13. Merely a reason that Sh. Om Raut is a friend of one of the Directors of the Complainant Company and a business associate of the Complainant Company is not a sufficient and valid ground to establish that he has been authorised to drive the vehicle in question. The Complainant Company did not supply any document to the OP-1 Insurance Company to show that Sh. Om Raut was duly authorised to drive the vehicle in question. However, on our direction, the Complainant Company has filed certified copy of the Resolution dated 15.10.2022, which was passed by the Board of Directors of the Complainant Company, by which the Complainant Company has authorised Sh. Om Raut to use the vehicle in question for his personal use including the use of said vehicle in any motor sports events, rallies and races. Although, this document was available with the Complainant Company and the same was filed before this Commission, but as this document was never submitted to OP-1 Insurance Company, we do not find any infirmity in denying the insurance claim with respect to the vehicle in question on the ground that the driver namely Sh. Om Raut was authorised to use the vehicle in question by the Complainant Company.

14. Hence, we are of the opinion that all three grounds of the repudiation of the claim by OP-1 Insurance Company cannot be faulted upon and the three grounds of repudiation were based on adequate reasons.

15. As a result, for the reasons explained above, we are of the opinion that repudiation of the claim of Complainant Company by the OP-1 Insurance Company cannot be faulted upon and the complaint lacks merit. Accordingly, this complaint is dismissed being devoid of merits. No costs.

16. Office is directed to supply the copy of this order to the parties in accordance with the rules. File be consigned to the record room thereafter.

Divya Jyoti Jaipuriar, President

Dr. Rashmi Bansal, Member