

Date of Institution : 16.10.2025
 Date of Final Hearing : 21.09.2026
 Date of Pronouncement : 01.10.2026

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION: KURNOOL

Present:-Sri Karanam Kishore Kumar, B.A., B.L., President

Sri N.Narayana Reddy, B.A., B.L., Member
 And

Smt S.Nazima Kausar, PGDBM., M.Com., MBA., B.Ed., Member

Thursday the 1ST day of October, 2026
CONSUMER COMPLAINT No.156/2025

Between:

Yellala Jagadeeshawara Reddy,
 S/o Yellala Surya Narayana Reddy,
 Aged about 33 Years,
 R/o H.No.1-73, Perayipalle Village,
 Allagadda-518543, Nandyal District.

...COMPLAINANT

(Through: Sri S.Siva Rama Krishna Prasad, Advocate)

-VS-

ICICI Lombard General Insurance Company Limited,
 Represented by its Authorized Signatory,
 23 and 24, U-Con Plaza, 2nd Floor,
 Mohammed Khan Estates, Park Road,
 Kurnool-518001, (A.P.).

...OPPOSITE PARTY

(Through: Sri P.Ramanjaneyulu, Advocate)

ORDER

(Per Smt S.Nazima Kausar, Member on behalf of the Bench)
CONSUMER COMPLAINT No.156/2025

1. This complaint is filed under section 35 of the Consumer Protection Act, 2019, praying to direct the opposite party:-

- a. To pay a sum of Rs.50,00,000/- along with interest at 24% per annum from the date of death i.e., on 14.04.2025 of the brother of the complainant.
- b. To pay compensation of Rs.1,00,000/- towards mental agony caused by opposite party for non settling the claim.

- c. To pay costs of the complaint.
- d. To pass such other relief or reliefs deems fit and proper in the circumstance of the case.

2. The case of the complainant in brief runs as follows:-The complainant is a resident of Perayipalle Village, Allagadda, Nandyal District. Opposite Party is ICICI Lombard General Insurance Company Limited, represented by its Authorized Signatory, Kurnool. The complainant is the brother of the deceased, Late Sri Divakar Reddy Yellala. During his lifetime, the deceased obtained a life insurance policy from the opposite party bearing Policy No.4172/372847690/00/000, with an assured sum of Rs.50,00,000/-. The policy commenced on 19.12.2024 and was valid until 18.12.2025. The deceased paid a premium of Rs.4,767/-, and the complainant is the nominee under the said policy.

On 14.04.2025, while the insured was travelling on his motorcycle, an unknown vehicle hit the motorcycle, causing him to sustain bleeding injuries and died on the spot. The policy was in force as on the date of his death. Immediately after the incident, the complainant informed the opposite party and submitted the claim form along with the relevant documents, seeking settlement of the insurance claim. However, by email dated 28.06.2025, the opposite party repudiated the claim, stating that, upon further scrutiny and verification of the claim documents, it was found that certain facts had been misrepresented for the purpose of obtaining insurance benefits and that the claim, therefore, did not fall within the purview of the terms and conditions of the policy.

The complainant contends that the repudiation of the claim is unjustified and amounts to deficiency in service on the part of the opposite party, thereby causing him mental agony and hardship. Hence, the complaint.

3. The Opposite Party filed its written version stating that the complaint is not maintainable either in law or on facts. It is admitted that the complainant is the brother of the deceased, Late Sri Divakar Reddy Yellala, who had obtained a life insurance policy from the Opposite Party. The Opposite Party issued Policy No.4172/372847690/00/000 for an assured sum of Rs.50,00,000/-, commencing from 19.12.2024 and valid until 18.12.2025. The deceased paid a premium of Rs.4,767/-, and the complainant is the nominee under the said policy.

The allegation that, on 14.04.2025, while the deceased was travelling on his motorcycle near Allagadda Town, an unknown vehicle came in a rash and negligent manner and dashed against his motorcycle, causing him to fall on the road and die on the spot, is not admitted and is put to strict proof by documentary evidence.

Immediately after the accident, the complainant informed the Opposite Party with the intention of claiming the benefits under the policy. Thereafter, the Opposite Party sent a checklist requesting the complainant to submit the relevant documents required for processing the claim. However, the complainant failed to furnish all the required documents.

The Opposite Party submits that letters dated 17.05.2025, 19.05.2025, 21.05.2025 and 25.05.2025 were sent to the complainant at his correct address, requesting him to furnish the necessary documents. Though the said letters were received by the complainant, he neither replied to them nor furnished the required documents. Consequently, the Opposite Party closed the claim file and repudiated the claim on 30.05.2025. The repudiation letter was sent to the complainant at his correct address.

It is true that, by email dated 28.06.2025, the Opposite Party informed the complainant about the repudiation of the claim, stating as follows:

“As per policy, on further scrutiny and verification of the claim documents, it is understood that misrepresentation of the facts [was] noted to get the benefit out of insurance policy amount, as such it falls outside the purview of policy terms and conditions.”

The Opposite Party further submits that, despite several reminders, the complainant failed to submit all the documents required for processing the personal accident claim. The documents required for processing such a claim include the following:

- A.** Duly filled-in claim form.
- B.** Death Certificate issued by the Government/Municipal Corporation, along with FIR/MLC (Medico-Legal Case Report).
- C.** Post-Mortem Report and/or Inquest Panchanama.
- D.** Cancelled cheque bearing the claimant/payee's name, or a copy of the passbook, or bank-verified NEFT details.

- E.** Registration Certificate of the vehicle and Driving Licence of the driver/insured.
- F.** Indemnity-cum-Declaration Bond on Rs.100/- stamp paper, duly executed by the nominee.
- G.** AML documents, where the claim amount exceeds Rs.1,00,000/-, including two passport-size photographs and address and identity proof of the nominee as per the C-KYC form.
- H.** Nominee declaration documents, where the nominee is not mentioned in the policy copy, along with proof of relationship with the deceased/legal heir certificate and a No-Objection Certificate from all other legal heirs, duly attested by a Notary on stamp paper.
- I.** Case-specific documents, wherever the mandatory documents mentioned above are not available or in cases involving suspected murder.
- J.** Police Final Charge Sheet or Court Final Order, where the case has been closed, along with the Forensic Science Laboratory (FSL) report, wherever applicable.
- K.** Histopathology/Chemical Analysis Report, if recommended in the Post-Mortem Report.
- L.** Medical Certificate of Cause of Death issued by the hospital, along with supporting treatment records.

The Opposite Party submits that, in the absence of the above-mentioned documents, it was unable to process the complainant's claim. As the complainant failed to furnish the required documents despite repeated reminders, the Opposite Party contends that the claim was rightly repudiated in accordance with the terms and conditions of the policy.

The complainant has nevertheless filed the present complaint alleging deficiency in service on the part of the Opposite Party. The Opposite Party denies any deficiency in service and submits that the complaint is liable to be dismissed.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A7 are marked. The opposite party filed sworn affidavit and Ex.B1 to Ex.B3 are marked.

5. We have perused the available records and written arguments filed by the complainant and opposite party and heard oral arguments of both sides.

6. Now, the points that arise for consideration are:

- i. Whether there is any deficiency of service on the part of the opposite party or not?
- ii. Whether the complainant is entitled to the reliefs as prayed for or not?
- iii. If any relief, then to what extent?

7. Points i to iii:- The case of the complainant is that he is the brother of the life assured, Mr. Divakar Reddy Yellala, who had obtained a life insurance policy from the Opposite Party. Ex.A1 is the Risk Assumption Letter dated 19.12.2024, which shows that the period of insurance was from 19.12.2024 to 18.12.2025, with a Sum Insured of Rs.50,00,000/- and a premium of Rs.4,767/-. The said exhibit also contains the terms and conditions of the policy and mentions the complainant as the nominee.

Ex.A5 is the FIR bearing No.43/2025, dated 15.04.2025, registered at Sirivella Police Station, Nandyal District. As per the FIR, a fatal road accident occurred on 14.04.2025 at about 11:30 P.M. on NH-40, near Ganesh Godown, Govindapalle Village, Sirivella. An unknown vehicle, allegedly driven in a rash and negligent manner, hit the motorcycle of the

life assured, who sustained bleeding injuries to his head and died at the spot. Ex.A6 is the Post-Mortem Examination Report issued by the Government Medical College, Nandyal, on 15.04.2025, wherein the cause of death is stated as “Head Injury”.

Ex.A7 is the Inquest Report and Ex.A2 is the Death Certificate. After the death of the life assured, the complainant submitted the claim form (Ex.A4) to the Opposite Party on 08.05.2025. Thereafter, on 28.06.2025, the Opposite Party sent an email (Ex.A3) informing the complainant that the claim had been rejected on the ground that, upon scrutiny and verification, misrepresentation of facts had been noticed for obtaining the benefit under the insurance policy.

9. To substantiate its defence, the Opposite Party filed Ex.B1, the Risk Assumption Letter along with the terms and conditions of the policy. Ex.B2 is the rejection/communication dated 30.05.2025, issued from the Hyderabad office of the Opposite Party, wherein the complainant was called upon to furnish certain additional documents, including the Police Final Report, Income Tax Returns for the preceding two years, cancelled cheque and duly filled claim form, stating that the claim could be processed thereafter.

It is significant to note that Ex.B2 further refers to alleged earlier communications dated 17.05.2025, 19.05.2025, 21.05.2025 and 25.05.2025. However, the Opposite Party has not placed on record any

postal receipts, acknowledgements, tracking reports, courier records, email delivery reports or any other documentary evidence to establish that the said communications were actually dispatched to, much less served upon, the complainant.

The mere mention of certain dates of alleged communications in Ex.B2 cannot, by itself, establish that such communications were in fact sent to and received by the complainant. The burden was upon the Opposite Party, which seeks to rely upon the alleged non-compliance of the complainant, to establish that the complainant was duly called upon to furnish the documents and was afforded a reasonable opportunity to do so.

Further, Ex.B2 is admittedly issued from the Hyderabad office, whereas the complainant is residing at the address mentioned in the complaint. In the absence of any postal or other dispatch particulars, it is difficult to accept, merely on the basis of the dates mentioned in Ex.B2, that the alleged communications dated 17.05.2025, 19.05.2025, 21.05.2025 and 25.05.2025 had actually reached the complainant. Particularly, when several communications are stated to have been issued within a span of a few days, the Opposite Party ought to have produced some contemporaneous proof of their dispatch and service. No such evidence has been placed on record.

Ex.B3 is the Final Verification/Field Investigation Report submitted by the investigator, Dr.Penubakula P.Malleswara Rao. The contents of this document assume considerable significance because the said report was

obtained by the Opposite Party itself in the course of verification of the claim.

The investigator, after referring to the evidence collected during verification, specifically recorded as follows:

“Based on the above findings and evidence collected, incident found genuine and cause of death as per post mortem examination is due to head injury. Employer offer letter copy collected. High value claim. Hence case is closed as pro payable subject to police final report as per policy T/C.”

The above observation of the investigator is material. The investigation conducted on behalf of the Opposite Party did not disclose that the accident was fabricated or that the death was suspicious. On the contrary, the investigator categorically recorded that the incident was genuine and that the cause of death was head injury as per the Post-Mortem Examination Report.

Therefore, the Opposite Party's own investigation substantially corroborates the case of the complainant regarding the occurrence of the accident and the accidental death of the life assured. The expression “pro payable subject to police final report as per policy T/C” also does not amount to a finding that the claim is false, fraudulent or otherwise outside the coverage of the policy. At the highest, it indicates that the investigator proposed settlement of the claim subject to the police Final Report in terms of the policy conditions. The Opposite Party has not placed before this Commission any material to show that the subsequent police proceedings

resulted in any finding which disproved the accident, altered the cause of death or otherwise disentitled the complainant to the policy benefit.

On a close and careful consideration of the entire evidence on record, it is established that the life assured, namely, Mr.Divakar Reddy Yellala, obtained the insurance policy from the Opposite Party for the period from 19.12.2024 to 18.12.2025, with a Sum Assured of Rs.50,00,000/-, upon payment of a premium of Rs.4,767/-. The policy was admittedly in force on 14.04.2025, the date of the accident, and the complainant is shown as the nominee under the policy.

Ex.A5, the FIR, establishes the registration of a case in respect of the road traffic accident which occurred on 14.04.2025 at about 11:30 P.M. on NH-40 near Ganesh Godown, Govindapalle Village, Sirivella. Ex.A7 is the Inquest Report, Ex.A6 is the Post-Mortem Examination Report, and Ex.A2 is the Death Certificate. The Post-Mortem Examination Report specifically records the cause of death as "Head Injury." These documents, read together, establish the occurrence of the accident and the resultant death of the life assured.

More importantly, the Opposite Party's own investigator, under Ex.B3, after conducting verification and collecting relevant evidence, found the incident to be genuine and recorded the cause of death as head injury. Thus, the independent documentary evidence produced by the complainant is further supported by the investigation conducted on behalf of the Opposite Party itself.

The principal justification put forward by the Opposite Party for not settling the claim is that certain documents, particularly the Police Final Report and other documents, were not furnished and that there was allegedly “misrepresentation of facts” in obtaining the policy. The said defence, however, is not supported by sufficient evidence. The Opposite Party has not specifically identified the particular fact which was allegedly misrepresented by the life assured. It has also not established what declaration made by the life assured was false, when such alleged misrepresentation was made, or how the alleged misrepresentation was material to the acceptance of the risk.

The Opposite Party accepted the premium and issued the policy on 19.12.2024. The policy continued to remain in force until the date of the accident. The death occurred nearly four months after commencement of the policy and, according to the FIR, Inquest Report, Post-Mortem Examination Report and the investigator's report, resulted from a road traffic accident causing fatal head injury. The plea regarding non-submission of the Police Final Report also requires careful consideration. The Opposite Party has not demonstrated that the mere non-availability of the Police Final Report, at the relevant stage, extinguished or suspended the contractual liability under the policy. No evidence has been produced to show that the Police Final Report contained any finding adverse to the claim.

In these circumstances, the repudiation/non-settlement of the claim by the Opposite Party, without establishing a valid and substantiated

ground under the policy terms and conditions, amounts to deficiency in service. The complainant, being the nominee under the policy, is therefore entitled to receive the Sum Assured of Rs.50,00,000/-. Having regard to the prolonged non-settlement of the legitimate claim and the hardship and mental agony caused to the complainant, he is also entitled compensation.

10. In the result, the complaint is partly allowed, directing the Opposite Party to pay a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) to the complainant towards the Sum Assured under the insurance policy. Further, the Opposite Party is further directing to pay a sum of Rs.20,000/- (Rupees Twenty Thousand only) towards compensation for mental agony and Rs.5,000/- (Rupees Five Thousand only) towards the costs of the complaint. In the event of failure to comply with the above order within 45 days from the date of receipt of the order, the awarded amount of Rs.50,00,000/- shall carry interest at the rate of 9% per annum from the date of the complaint, i.e., 06.10.2025, until the date of realization.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 1st day of October, 2026.

**Sd/-
WOMEN MEMBER**

**Sd/-
MALE MEMBER**

**Sd/-
PRESIDENT**

APPENDIX OF EVIDENCE
Witnesses Examined

For the complainant:-Nil

For the opposite party:-Nil

List of exhibits marked for the complainant:-

Ex.No.	Date/Year	Description	Remarks
A1	19.12.2025	Risk Assumption Letter along with Policy bearing No.4172/372847690/00/000 issued by opposite party.	Self attested photo copy
A2	29.04.2025	Death Certificate of deceased.	Self attested photo copy
A3	28.06.2025	Status of Claim Repudiation Letter issued by opposite party to the complainant through E-Mail.	Self attested photo copy
A4	08.05.2025	Claim Form made by the complainant.	Self attested photo copy
A5	15.04.2025	F.I.R., in Crime No.43/2025 issued by Sirivella P.S., Nandyal District along with complaint	Self attested photo copy
A6	15.04.2025	Report of Post Mortem Examination of deceased.	Self attested photo copy
A7	15.04.2025	Inquest Report of deceased.	Self attested photo copy

List of exhibits marked for the opposite party:-

Ex.No.	Date/Year	Description	Remarks
B1	19.12.2025	Risk Assumption Letter along with Policy bearing No.4172/372847690/00/000 issued by opposite party.	Self attested photo copy
B2	30.05.2025	Rejection Letter issued by opposite party.	Self attested photo copy
B3		Field Verification Report.	Self attested photo copy

**Sd/-
WOMEN MEMBER**

**Sd/-
MALE MEMBER**

**Sd/-
PRESIDENT**

Pronounced on:-**01.10.2026**

Copy to:-

Copy made ready on _____ :

Copy dispatched to Complainant

and Opposite parties on _____ :