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Date of Order: 27.08.2026

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, COLLECTORATE CAMPUS, COIMBATORE-18

PRESENT: Thiru R.THANGAVEL, B.Sc., B.L., President
Thiru P.MARIMUTHU, M.A.M.L., Member

C.C.No.187/2026
Thursday, the 27th day of August, 2026

S.Kingsley Paul Robinson S/o.Session Rajs,
Residing at No.24, Kani Kavi Nagar,
Ramachettipalayam, Sundakamuthur,
Coimbatore – 641010.

..... Complainant

...Vs...

1. The Branch Manager,
Indus Ind General Insurance Company Limited,
2nd Floor, V.V.complex, 260, Avaram Palayam Road,
Siddhapudur, New Siddhapudur, Coimbatore – 641044.

2. The Chief Executive Officer,
Indus Ind General Insurance Company Limited,
6th Floor, Oberoi Commerz, International Business Park,
Oberoi Garden City, Off Western Highway,
Goregaon (East), Mumbai – 400063.

..... Opposite Parties

The present complaint has been instituted under Section 35 of the Consumer Protection Act, 2019, against the Branch Manager, IndusInd General Insurance Company. Ltd., Coimbatore, and the Chief Executive Officer, IndusInd General Insurance Company. Pvt. Ltd., Mumbai (hereinafter referred to separately as OP1 and OP2 and collectively as the “Opposite Parties”/“OPs”), seeking the following reliefs:

- a) To direct the OPs, jointly and severally, to forthwith issue an endorsement in the existing Policy No. 920222523111190671, recording the complainant, Mr. S. Kingsley Paul Robinson, as the registered owner of vehicle bearing Registration No. TN38CT0547,

and to deliver the endorsed policy document to the complainant within three days from the date of the order;

- b) To direct the OPs to pay a sum of Rs.5,00,000/- towards compensation for mental agony, harassment and financial hardship; and
- c) To direct the OPs to pay a sum of Rs.5,000/- towards the costs of litigation.

This matter came up for final hearing before this Commission on 18.08.2026 in the presence of Thiru. K.S.S. Kaushik and other learned counsel from King and Neil Law Associates appearing for the complainant, and Tmt. T. Thamarai Selvi, learned counsel appearing for the OPs.

Upon perusal of the records and consideration of the arguments advanced by both parties, this Commission proceeds to pass the following:

ORDER

THIRU. P. MARI MUTHU, MEMBER-I

The brief averments of the complaint are as follows:

1. The complainant submits that he is a practising Advocate and the registered owner of the vehicle bearing Registration No. TN38CT0547, Honda WRV, Model 2019, as per the updated Registration Certificate bearing No. TNN15903305 dated 01.08.2025 issued by the Regional Transport Office, Coimbatore. The said vehicle was earlier insured with the OPs under a Comprehensive Package Policy bearing No. 920222523111190671, valid from 03.07.2025 to 02.07.2026, which originally stood in the name of the previous owner, Mr. Kowshik, who was also a practising Advocate. Upon lawful transfer of ownership, he became entitled to have the insurance policy transferred/endorsed in his name. Accordingly, immediately upon receipt of the updated Registration Certificate, he applied for the necessary endorsement through email dated 14.08.2025 to the designated customer service portal of the OPs, furnishing the policy number, vehicle details and his contact particulars. As directed by the OPs, he submitted through email and the online portal a copy of the updated Registration Certificate in his name, a copy of the

existing insurance policy bearing No. 920222523111190671, his complete postal address with landmark and PIN code, his email address and mobile number, and the details of the nominee as required under the policy terms. Thereafter, the complainant was directed to upload photographs of the vehicle for inspection. Accordingly, he uploaded photographs covering all four sides, the front, rear and the odometer reading of the vehicle. However, the request was rejected on the ground that the photographs were not clear. Subsequently, the OPs deputed their executives on two separate occasions to physically inspect and photograph the vehicle. The executives took several photographs of the vehicle, but the request was again rejected on grounds such as the vehicle being dented or scratched, which was factually incorrect. Upon making enquiries with the visiting executives and the customer care team, he was orally informed that the impediment to processing the endorsement was the presence of "Advocate" stickers issued by the Bar Council of Tamil Nadu and Puducherry and affixed to the lower corners of the front and rear windshields. The complainant was informed that the said stickers had to be removed for processing the endorsement. the vehicle was originally insured by the OPs on 03.07.2025 with the same stickers affixed and no objection was raised at the time of issuance of the policy and collection of the premium. The previous owner was also an Advocate. The stickers do not alter the identity of the vehicle, its chassis number, engine number or insured characteristics and are not prohibited under the policy terms and conditions. A legal notice dated 06.10.2025 was issued to the OPs calling upon them to process the endorsement, withdraw the demand for removal of the stickers, apologise for the harassment caused and pay compensation of Rs.25,00,000/-. The said notice was received by OP2 on 11.10.2025 and by OP1 on 24.09.2025. The OPs neither complied with the demands nor furnished a substantive written reply. The acts and omissions of the OPs constitute deficiency in service and unfair trade practice under the Consumer Protection Act, 2019. He was compelled to repeatedly pursue the matter and suffered mental agony, anxiety and financial inconvenience due to the non-processing of the endorsement and the consequent

apprehension regarding the use of the vehicle and any potential insurance claim. Hence the present complaint.

The brief averments of the written version filed by the 1st & 2nd opposite parties are as follows:-

2. The OPs submit that the complainant purchased the Honda WRV bearing Registration No. TN-38-CT-0547, Model 2019, from the insured and that the same was re-registered with the Regional Transport Office, Coimbatore, after updating the owner's details. They are only the insurer and have no role in the updation of the Registration Certificate or sale of the vehicle. The motor insurance policies are issued based on the particulars contained in the purchase invoice and/or the Registration Certificate of the vehicle. Mere transfer of the Registration Certificate does not automatically transfer the own damage cover and that, under Section 157 of the Motor Vehicles Act, 1988, only third-party liability is automatically transferred. The complainant purchased the subject vehicle along with the insurance policy bearing No. 920222523111190671, issued in the name of the previous owner, Mr. Kowshik. Upon receipt of the online request for policy endorsement, the photographs submitted by the complainant were found to be unclear and insufficient for risk assessment purposes. Consequently, the insurer deputed its authorised official to carry out a physical inspection of the vehicle. During the inspection, the vehicle was found to have pre-existing damages, which were not disclosed or intimated to the insurer at the time of seeking endorsement. Such non-disclosure amounted to suppression of vital information and, therefore, the request for endorsement was rejected. The complainant failed to comply with the mandatory underwriting requirements of the insurer. The inspection and photographic verification of the insured vehicle are integral components of the insurer's underwriting process and are undertaken for assessing the nature and extent of risk prior to acceptance or endorsement of coverage. Such measures are applied in accordance with their internal guidelines and industry standards, and the observations arising out of the inspection cannot be construed as arbitrary or unilateral. Their actions do not constitute deficiency in service. Any endorsement, modification or rectification in the insurance policy can be effected only

upon submission of valid, complete and satisfactory supporting documents, coupled with a clear and comprehensive inspection of the vehicle, in accordance with their underwriting guidelines. The complainant failed to provide clear and legible photographs of the vehicle and did not disclose the existence of prior damages at the time of seeking endorsement. In the absence of compliance with these requirements, the request for endorsement could not be processed, and therefore, no liability can be fastened upon the OPs. The requirement to remove stickers, advertisements or external markings from the insured vehicle forms part of the insurer's risk assessment and underwriting process. Such conditions are imposed to enable an evaluation of the vehicle's condition, usage and associated risk factors. The presence of stickers or markings may affect the nature of usage or conceal material aspects of the vehicle relevant for underwriting purposes. The insurer has contractual discretion and freedom, within the framework of the policy terms and applicable regulations, to stipulate conditions and requirements prior to acceptance or endorsement of risk. They deny that there was any deficiency in service on their part. The OPs request for dismissal of the complaint with costs.

3. The complainant filed his affidavit of evidence, and Exs.A1 to A8 were marked on his side. OP1 filed its affidavit of evidence, and Exs.B1 and B2 were marked on behalf of the OPs.

4. The points for consideration in this complaint are:

- 1) Whether there is any deficiency in service on the part of the OPs?
- 2) If so, to what reliefs is the complainant entitled?

Point No.1:

SUBMISSIONS OF THE COMPLAINANT:

5. The complainant reiterates the averments made in the complaint regarding the purchase and registration of the Honda WRV bearing Registration No. TN38CT0547 (Model 2019), the insurance policy bearing No. 920222523111190671, and his request for transfer/endorsement of the policy in his name following the transfer of ownership.

6. The complainant further reiterates his case regarding the application made for endorsement, the submission of the required documents and photographs, the physical inspection of the vehicle by the executives deputed by the OPs, and the rejection of his request for endorsement.

7. The complainant further reiterates his contention that he was orally informed that the “Advocate” stickers affixed to the vehicle had to be removed for processing the endorsement. He contends that the said requirement was unwarranted, as the vehicle had been originally insured with the same stickers affixed and no objection had been raised at the time of issuance of the policy.

8. The complainant reiterates that the acts and omissions of the OPs constitute deficiency in service and unfair trade practice and that he suffered mental agony, anxiety and financial inconvenience on account of the non-processing of the endorsement and the uncertainty regarding the insurance coverage of the vehicle.

9. Additionally, the complainant submits that, as the policy was due to lapse on 02.07.2026, he availed another insurance policy from New India Assurance Co. Ltd. for the period from 26.06.2026 to 25.06.2027. He further raises the question as to what would have been the fate of compensation payable to accident victims if the vehicle had been involved in an accident during the period from 03.07.2025 to 02.07.2026. The complainant claims that he is entitled to the reliefs sought.

SUBMISSIONS OF THE OPs:

10. The OPs reiterate the averments made in their written version and submit that they are only the insurer and have no role in the sale of the vehicle or updation of the Registration Certificate. They further contend that mere transfer of the Registration Certificate does not automatically transfer the own damage cover and that, under Section 157 of the Motor Vehicles Act, 1988, only third-party liability is automatically transferred. In support of their contention, they rely upon *Complete Insulations (P) Ltd. v. New India Assurance Co. Ltd.*, (1996) 1 SCC 221.

11. The OPs reiterate that the photographs submitted by the complainant for endorsement were found to be unclear and insufficient and that, upon physical inspection, the vehicle was found to have pre-existing damages which were not disclosed at the time of seeking endorsement. They contend that the complainant failed to comply with the mandatory underwriting requirements and, therefore, the endorsement request could not be processed.

12. The OPs further reiterate that inspection and photographic verification form part of their underwriting process and that endorsement can be effected only upon compliance with the requirements stipulated under their underwriting guidelines. They contend that their actions were based on the inspection and assessment of the vehicle and do not constitute deficiency in service.

13. The OPs further submit that the requirement for removal of stickers, advertisements or external markings forms part of their risk assessment and underwriting process. They contend that the insurer is entitled, within the framework of the policy terms and applicable regulations, to stipulate conditions and requirements prior to acceptance or endorsement of risk. They reiterate that their actions were carried out in accordance with the terms and conditions of the policy, established procedures and the prevailing regulatory framework.

14. The OPs further reiterate that they acted in good faith, with due diligence and transparency, while processing the complainant's request and contend that there is no deficiency in service on their part. The OPs finally reiterate that the complainant failed to comply with and fulfil the essential contractual obligations stipulated under the terms and conditions of the policy. In support of their contention, they rely upon the judgment of the Hon'ble Supreme Court in *Suraj Mal Ram Niwas Oil Mills v. United India Insurance Co. Ltd.*, (2010) 10 SCC 567, wherein it is stated that the insured is bound to adhere to the policy conditions and that breach thereof disentitles the insured from claiming relief.

ANALYSIS, REASONING, AND CONCLUSION:

15. All the materials available on record, including the written and oral submissions of both parties and the documents marked as Exs.A1 to A8 on the side of the complainant and Exs.B1 and B2 on the side of the OPs, have been duly considered.

16. The case of the complainant is that, after purchasing the vehicle and obtaining the Registration Certificate in his name, he applied to the OPs for endorsement of the existing insurance policy in his name and furnished the documents and particulars required by them. The main question for consideration is whether the OPs were justified in not processing the complainant's request for endorsement.

17. The OPs have relied upon the judgment of the Hon'ble Supreme Court in Complete Insulations (P) Ltd. v. New India Assurance Co. Ltd., (1996) 1 SCC 221, and contended that under Section 157 of the Motor Vehicles Act, 1988, only third-party liability is automatically transferred upon transfer of ownership of the vehicle and that own-damage cover does not automatically stand transferred. There is no dispute regarding the said legal position. However, the said decision does not assist the OPs in the present case, since the complainant has not claimed automatic transfer of the policy. On the contrary, he approached the OPs and specifically applied for endorsement of the policy in his name after the transfer of ownership.

18. It is seen from the email correspondence (Ex.A4) that the complainant submitted his request for endorsement on 14.08.2025 and furnished the documents and photographs required by the OPs. The request was thereafter not processed on the ground that the photographs were unclear and that the vehicle was dented or scratched. Subsequently, the OPs deputed their executives to physically inspect and photograph the vehicle. It is further seen from the said email correspondence that the reasons repeatedly stated by the OPs were that the photographs were unclear and that the vehicle was dented or scratched. However, the OPs have not specified which photographs were unclear or the nature and location of the alleged dents or scratches. The email replies substantially contain the same general reasons without furnishing any specific particulars.

19. The OPs further contend that the vehicle had pre-existing damages which were not disclosed by the complainant and that such non-disclosure justified the rejection of the endorsement request. However, no inspection report identifying the alleged damage has been produced. No photographs have also been produced by the OPs, to establish the nature and extent of the alleged pre-existing damage. The complainant has specifically denied the existence of such damage. It is true that genuine pre-existing damage, if established, may require the insurer to assess the risk before processing an endorsement. However, in the present case, despite the physical inspections conducted by the executives deputed by the OPs, no inspection report, photograph or other material identifying the alleged damage has been placed on record. In the absence of such material, this Commission is unable to accept the bare assertion of the OPs regarding the alleged pre-existing damage.

20. The complainant submits that the executives deputed by the OPs informed him that the endorsement could not be processed unless the “Advocate” stickers affixed to the front and rear glasses of the vehicle were removed. The OPs contend that the removal of stickers, advertisements or external markings forms part of their underwriting and risk assessment process. However, the OPs have not produced any underwriting guidelines or other material to show that such stickers, advertisements or external markings were prohibited under the policy terms and conditions or that their removal was a mandatory requirement for processing the endorsement.

21. The OPs contend that inspection and photographic verification form part of their underwriting process. There can be no dispute regarding the right of an insurer to inspect the vehicle and assess the risk before processing an endorsement. However, such process must be carried out in a fair and transparent manner. If the OPs found any specific damage or discrepancy in the documents or photographs, the same ought to have been clearly communicated to the complainant with sufficient particulars, enabling him to clarify or comply with the requirements. In the present case, the reasons communicated to the

complainant remained general, and no satisfactory material has been placed on record to substantiate the alleged pre-existing damage.

22. The OPs have also relied upon the judgment of the Hon'ble Supreme Court in *Suraj Mal Ram Niwas Oil Mills v. United India Insurance Co. Ltd.*, (2010) 10 SCC 567, regarding the obligation of the insured to comply with the terms and conditions of the policy. The said legal principle is well settled. The OPs further contend that they are entitled to impose conditions and requirements as part of their underwriting process before processing an endorsement. However, in the present case, the OPs have not shown any specific term or condition of the policy, or any underwriting requirement placed on record, which required the complainant to remove the "Advocate" stickers or other external markings, or which justified the non-processing of the endorsement request on that ground. A general reference to internal underwriting requirements, without placing the relevant requirement on record, cannot by itself justify the refusal to process the complainant's request.

23. On an overall consideration of the materials available on record, this Commission finds that the complainant made a request for endorsement and furnished the documents and particulars required by the OPs. Even after physical inspection of the vehicle, the OPs failed to communicate clear and specific reasons, supported by material, for not processing the endorsement. The alleged pre-existing damage has also not been established by any inspection report, photographs or other satisfactory evidence.

24. Therefore, this Commission is of the view that the failure of the OPs to process the complainant's request without furnishing clear and substantiated reasons amounts to deficiency in service under the Consumer Protection Act, 2019. Point No.1 is answered accordingly.

Point No.2:

25. As regards the relief sought by the complainant, it is seen that the policy in question expired on 02.07.2026 during the pendency of the complaint. The complainant

has also stated that he subsequently obtained a fresh insurance policy from New India Assurance Co. Ltd. for the period from 26.06.2026 to 25.06.2027. Therefore, the relief seeking endorsement of the expired policy cannot now be granted in its original form. However, the expiry of the policy does not take away the complainant's right to seek compensation for the deficiency in service committed by the OPs during the subsistence of the policy and the period during which his request for endorsement remained unprocessed.

26. In determining the quantum of compensation, this Commission has taken into consideration the nature of the deficiency in service, the repeated failure of the OPs to process the complainant's request despite his furnishing the required documents and submitting the vehicle for inspection, and the failure of the OPs to furnish clear and substantiated reasons for non-processing of the endorsement.

27. The Commission has also taken into consideration that, due to the failure of the OPs to process the endorsement in the complainant's name after the transfer of ownership, the complainant was required to use the vehicle for a considerable period without clarity and certainty regarding the availability of insurance coverage, particularly in respect of own-damage claims, thereby exposing him to the risk of disputes regarding insurance coverage in the event of an accident. Considering these circumstances, this Commission is of the view that a sum of Rs.50,000/- towards compensation for the mental agony and hardship caused to the complainant due to the deficiency in service on the part of the OPs, together with a sum of Rs.5,000/- towards the costs of the proceedings, would meet the ends of justice. Point No.2 is answered accordingly.

28. In the result, the complaint is partly allowed. The opposite parties are jointly and severally liable a) to pay the complainant a sum of Rs. 50,000/- (Rupees fifty thousand only) as compensation for the mental agony, and hardship due to non transfer / non effecting of change of name in the policy in favour of the complainant thereby amounting to deficiency in service b) to pay Rs.5,000/- (Rupees five thousand only) towards the cost of proceedings. All the above payments shall be made within a period of one month from the date of receipt of this order, failing which the opposite

parties shall be liable to pay interest at the rate of 9% p.a towards the above said total amount till it is realized.

Pronounced by us in Open Commission on this the 27th day of August, 2026.

(Sd/-)
(P.MARIMUTHU)
Member

(Sd/-)
(R.THANGAVEL)
President

List of Exhibits marked by the complainant:

- | | | |
|----|--------------------|----------------------------|
| 1. | Ex. A1/ - | Copy of Aadhar Card |
| 2. | Ex. A2/ - | Copy of Vehicle RC |
| 3. | Ex. A3/ - | Copy of Insurance Policy |
| 4. | Ex. A4/ 14.08.2025 | Copy of Email Conversation |
| 5. | Ex. A5/ - | Copy of Photographs |
| 6. | Ex. A6/ 06.10.2025 | Copy of Legal Notice |
| 7. | Ex. A7/ - | Return Postal Cover |
| 8. | Ex. A8/ - | Copy of Insurance Policy |

List of witnesses examined on the side of complainant:

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|----|-----------------|---|
| 1. | PW1/ 13.07.2026 | S.Kingsley Paul Robinson S/o. Session Rajs, Complainant |
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List of Exhibits marked on the side of 1st & 2nd opposite parties:-

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|----|-----------|---------------------------|
| 1. | Ex. B1/ - | Copy of Policy |
| 2. | Ex. B2/ - | Copy of Inspection Report |

List of witnesses examined on the side of 1st & 2nd opposite parties:

- | | | |
|----|-----------------|---|
| 1. | RW1/ 22.07.2026 | G.B. Saravana Bhavan , Vice President, 1 st Opposite Party |
|----|-----------------|---|

(Sd/-)
(P.MARIMUTHU)
Member

(Sd/-)
(R.THANGAVEL)
President