

District Consumer Disputes Redressal Commission-I (North District)

[Govt. of NCT of Delhi]

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Consumer Complaint No.: DC/80/RBT/CC/222/2022

[DCDRC-NW Consumer Complaint No.: 181/2018]

In the matter of

Rohit Choursiya

S/o Shri Raj Choursiya

R/o Khasra No. 218, H. No. CN-25

Phase II, Gupta Colony

Bawana Road, Parehlad Vihar

Pehlad Pur, Delhi- 110042

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Complainant

VERSUS

United India Insurance Company Ltd.

Having its office at:

Savitri Chambers-II, D-13, LSC

Prashant Vihar, Outer Ring Road

Rohini, Delhi- 110085

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Opposite Party

ORDER

18.09.2026

Divya Jyoti Jaipurkar, President

1. This complaint has been filed by the Complainant herein challenging the repudiation of his vehicle theft claim by the Insurance Company namely M/s United India Insurance Co. Ltd. (OP herein). This case was initially filed in DCDRC-NW, but was transferred to this Commission by an order of Hon'ble Delhi State Commission by which 155 cases from DCDRC-NW were transferred to this Commission.

2. It is the case of the Complainant, that he is owner of a two-wheeler motorcycle bearing registration number DL-04-SCH-4871. The said vehicle was insured with OP herein for the period commencing from 08.03.2016 till

07.03.2017. The said vehicle was stolen from outside the house of the Complainant on 24.10.2016. The Complainant lodged an FIR with the jurisdictional Police Station and an insurance claim was also lodged with the OP Insurance Company. The OP Insurance Company, after examining the claim has repudiated the same vide its letter dated 10.02.2017. the said repudiation letter is under challenge in this complaint.

3. In the repudiation letter, the OP has stated that as there was a delay of 59 days in intimation to the OP insurance Company, hence the insurance claim is not maintainable as there is breach of policy terms and conditions. In the repudiation letter, the OP has also referred to the judgment of Hon'ble National Commission in the matter of New India Assurance Co. Ltd. Vs. Trilochan Jane [IV (2012) CPJ 441 (NC)], on this aspect.

4. In the complaint, the Complainant has stated that the intimation to the OP Insurance Company was given within reasonable time. However, the Complainant has not indicated the date of such intimation to OP Insurance Company in his pleadings before us. But from the documents filed by the OP herein along with its evidence, we could figure out that the intimation about the theft to the OP Insurance Company was given by the Complainant on 23.12.2016, with a delay of 59 days since the date of loss.

5. At this stage, it is important to record here that the Complainant has not explained in the complaint the reasons for the delay in intimation to the OP Insurance Company, but there are two letters written by the Complainant to the OP. In both these letters, there are different reasons given for delay in intimation.

6. In its letter dated 23.12.2016, by which the Complainant has intimated about the theft of the vehicle to the OP Insurance Company, it is stated that the when the vehicle was stolen, he was not in Delhi and was in his native village. The FIR about theft of the vehicle was lodged by the brother of the Complainant, and when the Complainant returned from his native place, he

gave intimation to the OP Insurance Company about the theft of the vehicle. But in the second letter dated 20.03.2017, addressed to the Manager of the OP Insurance Company, the Complainant has informed that the insurance policy was also stolen along with the vehicle and the Complainant contacted the OP Insurance Company for getting the duplicate insurance policy. As the duplicate insurance policy was provided on 10.11.2016, there was delay in intimation to the insurance company.

7. Clearly there are discrepancies on the versions of the Complainant in both these letters. Even if the reason given in the letter dated 20.03.2017 is believed to be correct, there is no explanation in this letter that why the Complainant waited since 10.11.2016 till 23.12.2016 in intimating about theft of the vehicle to the OP Insurance Company despite the fact that the OP obtained the duplicate copy of the insurance policy from OP Insurance Company.

8. It is argued by the Ld. Advocate for the OP that as on the date of repudiation of the claim, the judgment of Hon'ble National Commission in Trilochan Jane (supra) case was a valid law. In the said judgment, Hon'ble National Commission has held that even a delay of 9 days in intimation to the Insurance Company about the theft of vehicle is fatal and is a valid ground for repudiation of the theft insurance claim. In Trilochan Jane (supra) case, Hon'ble National Commission held as under:

“9. In the case of theft where no bodily injury has been caused to the insured, it is incumbent upon the respondent to inform the Police about the theft immediately, say within 24 hours, otherwise, valuable time would be lost in tracing the vehicle. Similarly, the insurer should also be informed within a day or two so that the insurer can verify as to whether any theft had taken place and also to take immediate steps to get the vehicle traced. The insurer can coordinate and cooperate with the Police to trace the car. Delay in reporting to the insurer about the theft of the car for 9 days, would

be a violation of condition of the Policy as it deprives the insurer of a valuable right to investigate as to the commission of the theft and to trace/help in tracing the vehicle.”

9. It is argued by Ld. Advocate for the OP that as on the date of repudiation of the claim, the Trilochan Jane (supra) judgment was the leading and binding authority, there is no deficiency of service on part of the OP in repudiating the theft insurance claim of the Complainant.

10. At this stage, we also note here that subsequently on 04.10.2017, Hon’ble Supreme Court delivered its judgment in the matter of Om Prakash vs. Reliance General Insurance [VIII (2017) SLT 654] and held that merely delay in intimation about theft of vehicle to the Insurance Company is not a valid ground for repudiating the claim. Subsequently, in the matter of Gurshinder Singh vs. Shriram General Insurance Co. Ltd. [I (2020) CPJ 57 (SC)], Hon’ble Supreme Court further crystalised the principle that if the FIR about theft of vehicle is lodged in time, mere delay in intimating the Insurance Company about the occurrence of the theft cannot be a ground to deny the claim of the insured. Hence, as on the date, the law is very clear that the ground of repudiation of the claim that there is a delay in intimation about the theft of the vehicle to the insurance company is not a valid ground for repudiation of the claim. Hence, the principles laid down in Trilochan Jane (supra) case is no longer a correct interpretation of law and the said judgment cannot be used to repudiate the claim of the insured in cases where there is delay in intimation to the Insurance Company about the theft of the vehicle.

11. We are also aware about the principle that the judgments of Hon’ble Supreme Court have retrospective application. In the matter of Directorate of Revenue Intelligence vs. Raj Kumar Arora [2025 INSC 498], Hon’ble Supreme Court has also held that when a previous judgment is overruled by a subsequent one, the later judgment operates retrospectively, as it clarifies the correct legal position that may have been misunderstood due to the earlier ruling.

12. Hence, the judgment of Hon'ble Supreme Court can be applied retrospectively even if the overruled judgments was used to repudiate the claim when the said overruled judgment was a valid interpretation. In view of judgment of Hon'ble Supreme Court in Raj Kumar Arora (supra) case, the law laid down by the Hon'ble Supreme Court in Gurshinder Singh (supra) and Om Prakash (supra) cases would also have retrospective application and would also apply to the repudiation letter dated 10.02.2017 even though the said repudiation letter relied on the Trilochan Jane (supra) judgment of Hon'ble National Commission.

13. At this stage, we would also like to record that the insurance surveyor that investigated the case of the Complainant's insurance claim sent its report to the OP Insurance Company. The report of the surveyor as filed by the OP Insurance Company is incomplete. The OP Insurance Company has filed only first four pages of the report, which appears to be incomplete. However, perusal of the said incomplete report, we could understand that the Surveyor has found the theft claim of the Complainant, otherwise, genuine. The findings of the Surveyor on aspects of genuinity of theft, details of FIR including the fact that there was no delay in lodging the FIR, verification of FIR with confirmation from IO that the FIR is in order & genuine, collection of both original keys of the vehicle and intimation to the RTO about the theft by the Complainant himself are highlights of the said report. Although the part of the report where the recommendation of the Surveyor is recorded, has not been annexed by the OP Insurance Company, but we can figure out that the OP has found the claim to be genuine and correct otherwise.

14. As there is no negative report in the Surveyor's report, we are of the opinion that the insurance claim of the theft of the vehicle of the Complainant is correct and has to be accepted and paid by the OP Insurance Company.

15. Therefore, for the foregoing reason, we are of the opinion that the repudiation of the insurance claim of the theft of the vehicle of the Complainant

by the OP Insurance Company was not correct. As a result, we allow the complaint and direct the OP as under:

- a. OP is directed to accept the claim filed by the Complainant and make the payment of the IDV of the vehicle i.e. Rs. 38,000/- along with an interest @ 6% PA from the date of filing of this complaint (13.03.2018) to the Complainant within a period of four weeks from the date of receipt of this order.
- b. OP is directed to pay a sum of Rs. 5,000/- on account of compensation and litigation expenses to the Complainant within a period of four weeks from the date of receipt of this order.

16. It is clarified that if the OP does not make the payments in compliance of this order within the stipulated time, the entire amount as payable on expiry of period of four weeks after receiving of this order wud carry interest @ 9% PA till actual payments are made.

17. With above directions, the complaint is disposed of. Office is directed to supply copy of this order to the parties in accordance with the applicable rules. Thereafter file be consigned to the record room.

Divya Jyoti Jaipurkar, President

Ashwani Kumar Mehta, Member

Harpreet Kaur Charya, Member