# J&K STATE CONSUMER DISPUTES REDRESSAL COMMISSION, SRINAGAR

**C.C.: 3 of 2014 (E Jagriti No.: SC/CB1/1/CC/3/2026)**

**Date of Institution: 16/10/2014, Date of Disposal: 11/11/2026**

**HABSON MOTORS, GUND MACHAR, KUPWARA, THROUGH ITS PROPRIETOR FIRDOUS AHMED LONE R/O GUNDMACHAR, SOGAM, LOLAB, KUPWARA**

**--COMPLAINANT**

**Versus**

1. **BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD. THROUGH ITS AREA MANAGER, 3RD FLOOR, LAKE CITY PLAZA, KARAN NAGAR, SRINAGAR.**
2. **J&K BANK THROUGH ITS BRANCH MANAGER, BUSINESS UNIT, SOGAM, LOLAB, KUPWARA.**

**– OPPOSITE PARTIES**

**Coram:**
**Smt. Nighat Sultana, President (O)**
**Sh. Maheep Gupta, Member**

**Parties represented by:**
**Sh. SAJOOD AMIN NAWCHOO, Ld. counsel for the Complainant.**
**Sh. N.A. SHALLA, Ld. Counsel for O.P. Insurance Co.**
**Sh. DEEN MOHD, Perokar for the O.P. Bank.**

**Order dated 11/11/2026 (Per Mr. Maheep Gupta, Member)**

1. Shorn of details it is a case of repudiation of the Insurance Claim lodged by the Complainant for indemnification under the policy on account of loss to his stocks of motor spare parts & lubricants caused due to the fire that occurred on 27/11/2013 during the currency of the policy.



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2. The loss was duly assessed by the Surveyor to the tune of Rs.50,273/- but was repudiated by the Insurance Company on the ground that some of the purchase bills provided by the Complainant were fake.
3. Heard the Counsels, perused the records.
4. On the perusal of the investigation report forming part of the records, it is observed that the Investigator deputed by the Insurance Company claims to have visited three different vendors for the verification of the bills as provided by the Complainant in support of his case. The details of the vendors so visited and the findings of the investigator are summarized below:

| **Name of the Trader** | **No. of Bills** | **Total Bill Amount** | **Remarks/ Findings by the Investigator.** |
|---|---|---|---|
| M/S Aqua Motors | 2 | 34,090 | Confirmed and found OK. |
| M/S Superior Mobile Store | 2 | 2,62,810 | The vendor agreed having issued the same but claimed the same to be mere proforma bills and not the actual invoices. |
| M/S Bilal Trading Co. | 5 | 5,98,075 | There was no firm with the said name.<br>The person claimed to be the vendor was a civil contractor.<br>The alleged vendor though confirmed the bills to have been issued by him, could not show any copies of the same.<br>The bills appear to have been issued on the same day in same pen and in a haphazard manner. |



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5. Now as far as the bills issued by M/S Aqua Motors are concerned, there is no dispute as to their authenticity.

   As regards, the bills purportedly issued by M/S Superior Motors are concerned, we have checked the photocopies of the same as annexed by the Complainant himself we find that the same are in fact "Proforma Bills" and cannot be considered as the actual bills/invoices. We, therefore, find no reasons to doubt the findings/ remarks of the investigator.

   Before we proceed to comment on the bills allegedly issued by M/S Bilal Trading Company, we deem it advantageous to give below the details of the bills alleged to have been issued by it.

**DETAILS OF BILLS PURPORTED TO BE ISSUED BY M/S BILAL TRADING CO.**

| DATE | BILL NO. | AMOUNT |
|---|---|---|
| 07/01/2013 | 163 | 1,13,000 |
| 18/04/2013 | 243 | 1,60,375 |
| 12/08/2013 | 154 | 45,800 |
| 19/08/2013 | 155 | 1,82,900 |
| 26/08/2013 | 238 | 96,000 |
| | **TOTAL** | **5,98,075** |

Pertinently, Sh. Bilal Ahmed Lone, partner M/S Bilal Trading Company was adduced as a witness by the Complaint. On the perusal of the examination/cross-examination statement of the said witness, we find that:

i. The said witness confirms having issued the bills.

ii. On 22/08/2015, during his cross-examination, the said witness inter-alia confirmed that the bills were issued from two different bill books by him and he can produce the said bill books. The cross examination was accordingly deferred and was resumed on 22/09/2015 when the said witness failed to produce the said bill books and claimed that the same were allegedly damaged in his uncle's house at Bemina, Sri Nagar.

It is, therefore, clear that neither the bill books containing the copies of the bills were shown by the alleged vendor to the Investigator nor could he produce the same before this Commission.



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Normally any trader would keep his bill books either at his place of business or at his residence. No justification has been provided to keep the same at Uncle's residence.

We also cannot overlook the fact that on 22/08/2015, the said vendor claimed that the bill books are in his safe custody but later on within a period of one month he came up with the new story of the same having been damaged at his uncle's home.

Further, a prima facie scrutiny of the bills under question definitely confirms that the bills are issued in a haphazard manner which is evident from the fact that whilst the bill dated 07/01/2013 bears the bill number 163, the bills purportedly issued on later dates of 12/08/2013 & 19/08/2013 carries the bill no. 154 & 155 respectively. Similarly, the bill dated 18/04/2013 carries the bill No. 243 whereas the bill dated 26/08/2013 carries the bill number 238.

In the above circumstances, both the bills under question and the vendor's evidence become dubious and cannot be relied upon by us.

We, therefore, do not find any reasons to interfere with the assessment made by the Surveyor by ignoring the Bills purportedly issued by M/S Superior Mobile Stores and M/S Bilal Trading Company.

6. On the perusal of the Survey Report, we find that the Surveyor has considered only the purchase bills found to be genuine and has done the loss assessment on average turnover basis as under:

| **Particulars** | **Amount** |
|---|---|
| Purchases made by the insured from 07/01/2013 to 26/11/2013 (Total 10.62 Months) | 6,32,147 |
| Average Monthly Purchase | 95,929 |
| Closing Stock as on 26/11/2013 as presumed and accepted @1.50 average monthly purchase | 89,293 |
| Less: 10% towards dead stock | 8,929 |
| Balance | 80,364 |
| Less: 25% on account of non-availability of sufficient records | 20,091 |
| Balance | 60,273 |
| Less: Policy Excess | 10,000 |
| Net Liability | 50,273 |



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It is equally important to note that although the surveyor had quantified the net loss to the tune of Rs.50,273/-, he has left the question of admission of liability open for the Insurance Co.

7. Ld. Counsel for the Insurance Company vehemently argued that the Insurance Company has rightfully repudiated the claim preferred by the Complainant as he has violated the terms and conditions of the policy by misrepresenting the facts/ providing the fabricating the documents.

   After taking a holistic view of the circumstances leading to the repudiation of the claim, we do not find any reasons to hold the Insurance Company of any deficiency in service.

   However, going by the benevolent spirit of the Act, we feel that the Complaint should be indemnified to the extent of loss as assessed by the Surveyor.

   We also deem it important to mention here that we are not inclined to entertain the objections of the Ld. Counsel for the Complainant as to the various deductions made by the Surveyor whilst computing the loss.

   We are also not inclined to award any compensation towards the delay, mental agony, litigation expenses.

Judgment:

1. The Complainant is partially allowed and the O.P. Insurance Company is directed to pay Rs.50,273/- to the complainant within 30 days of this order failing which it shall be liable to pay simple interest @6% on the entire award amount to be calculated from 12/11/2026 till the final deposition of award amount.
2. Office is directed to:
   i. Provide a certified copy of this order to all the stakeholders.9+-
   ii. Consign the file to records after due compilation.

**Announced on 11/11/2026**

**(Maheep Gupta)**
Member, JKSCDRC

**(Nighat Sultana)**
President (O), JKSCDRC



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