

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION : AT NALGONDA :**

PRESENT: SRI MAMIDI CHRISTOPHER,  
PRESIDENT,  
SMT.S.SANDHYA RANI,  
FEMALE MEMBER.  
SRI K.VENKATESHWARLU,  
MALE MEMBER.

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WEDNESDAY, THE THIRTEENTH DAY OF SEPTEMBER, 2023

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**CONSUMER COMPLAINT No. 13 OF 2021**

**Between:**

Madla Srinivas Reddy, S/o Papi Reddy, Age: 44 years,  
Occ: Agriculture and Business, R/o China Mandapuram Village  
of Nampally Mandal, Nalgonda District.

...COMPLAINANT.

**AND**

- 1.The Manager, Maruthi Suzuki Company Show Room,  
Pavan Motors, Sales and Servicing Center, Cherlapally,  
Nalgonda Town and District.
- 2.The Manager, I.C.I.C.I. Lombard General Insurance Co. Ltd.,  
Srirama Commercial Complex, R.P.Road, Nalgonda Town.

...OPPOSITE PARTIES.

This complaint coming before us for final hearing, in the presence of Sri L.Govardhan, Advocate for the Complainant, and Sri N.Narsimha Reddy, Advocate for the Opposite Party No.1, and Sri A.Suresh Babu, Advocate for the Opposite Party No.2, and on perusing the material papers on record, and having stood over for consideration till this day, the Commission passed the following:

**ORDER**

**BY SMT.S.SANDHYA RANI, FEMALE MEMBER**

1. The Complainant filed this complaint Under Section 35 of Consumer Protection Act, 2019 to direct the Opposite Parties No.1 and 2 to pay an amount of Rs.1,50,000/- towards mechanical and towing charges and Rs.2,00,000/- towards mental agony and Rs.50,000/- towards legal expenses along with interest @ 24% p.a. from the date of break down, i.e. 22/12/2019 till realization.
2. The Complainant purchased Maruthi Ertiga ZDI + SMART HYB from Opposite Party No.1, vide Regd.No.TS-05EX-7575 and the same was insured with Opposite Party No.2, vide Policy

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No.3001/M1/0753/091/00/000 and the same is valid from 24/05/2019 to 23/05/2020. On 22/12/2019 the Complainant along with some other Lord Ayyappa devotees started from his Village Konda Mallepally in order to go to Shabarimala to have darshan of Lord Ayyappa. In this regard, he engaged skilled driver to drive the vehicle to reach their destination. When they crossed Manthralayam of Kurnool District, proceeding towards Bangalore, after crossing Manthralayam at some distance, on the speed breaker the vehicle's front portion hit the speed breaker, due to the said jerk there was some noise. The driver stopped the vehicle and observed the vehicle, but he could not find any damage to the vehicle and they started again and proceeded towards Bangalore. When the Complainant reached ISKON Temple, the vehicle broke down on the way and there was some smoke coming out. Immediately the Complainant called mechanic to check the vehicle and observed that Head back kit was damaged and the vehicle was not in a position to drive. As such, the Complainant parked the vehicle at a private shed and proceeded to have darshan of Lord Ayyappa at Shabarimala. The Complainant informed Maruthi Service Station, who deployed the personnel to the spot and took the vehicle to the Mechanical Shed at Bangalore. The Complainant after darshan went to Bangalore and enquired with the Maruthi Service Centre about the vehicle, who informed that it would take time for repair of minimum 15 days, but the Complainant was unable to stay such long period at Bangalore and he brought the vehicle to Maruthi Servicing Centre at Nalgonda by towing by Opposite Party No.1. The Complainant further informed Opposite Party No.2 on 02/01/2020 for claiming insurance coverage for repairing cost to the machinery of the vehicle.

3. The Opposite Party No.2 instead of paying the insurance coverage amount repudiated the claim of the Complainant, vide letter dated 20/03/2020 in which it was mentioned that "as per insurance Policy column No.4.8, any failure due to unauthorized repair, improper handling including shortage, dismantling, fitting and repair, alteration or modification inaccurate diagnosis or

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repair use of spurious part, part of incorrect specification or part of faulty manufacture or alteration or modification, including fitment of any performance accessory to the insurance asset not permitted by the manufacturer or dealer”. The Complainant stated that nor the insurance company or its agents explained terms and conditions to the insurer in the vernacular language and that the damage to the vehicle is due to mechanical failure which does not fall under the purview of insurance. The Complainant stated that no private mechanic attended the vehicle and only authorized mechanic, i.e. Maruthi Service Personnel attended the vehicle and gave their opinion to rectify the defect. The Complainant spent an amount of Rs.1,50,000/- towards the repair and towing charges from Bangalore to Nalgonda on his own and the defect was rectified by Maruthi Company Authorized Service Centre and the vehicle was kept idle for three months, i.e. from January, 2020 to March, 2020.

4. As the Opposite Party No.2 failed to pay the repair and mechanical parts charges, the Complainant sent legal notice through his advocate on 27/10/2020. The notice was served on the Opposite Parties and the Opposite Party sent a reply to the Advocate on 14/01/2021 by denying their liability.

5. The Complainant stated that there was gross negligent acts committed by Opposite Parties No.1 and 2 as they are bound to proceed the terms and conditions of the agreement, but they failed to do so, as such the Complainant suffered irreparable loss and hardship and mental agony. Hence, the complaint.

6. The Opposite Party No.1 filed written version, contending that it is the dispute between the Complainant and insurance company regarding the insurance claim and that Opposite Party No.1 has nothing to do with the issue and it is only an authorized dealer and Service Centre of Maruthi Cars. Awarding of insurance claim or denying with has nothing to do with Opposite Party No.1. Therefore, it is between the Complainant and the Car's insurance, i.e. Opposite Party No.2. The Opposite Party No.1 has no role in

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the said transaction or claims. The Opposite Party No.1 has rightly claimed the value of spares and services charges from the Complainant for which it is legally entitled. The Opposite Party No.1 has also given reply to the legal notice issued by the Complainant. The Opposite Party No.1 contended that there is no liability on it. There are no gross negligent acts which resulted in Complainant's suffering for irreparable loss, hardship and mental agony. Therefore, the complaint against Opposite Party No.1 may be dismissed.

7. The Opposite Party No.2 filed written version and contended that the Complainant got insured his vehicle, i.e. Maruthi Ertiga Car bearing No.TS-05EX-7575, vide Policy No.3001/M1/0753/091/ 00/000 and the same is valid from 24/05/2019 to 23/05/2020 and that the said insurance policy is governed by certain terms and conditions to be followed by the insured, i.e. the Complainant.

8. The Opposite Party No.2 contended that the Complainant along with some other persons started from Mallepally Village to go to Shabarimala for having darshan of Lord Swamy Ayyappa on 22/12/2019 in his Maruthi Ertiga Car bearing No.TS-05EX-7575 and that he engaged a skilled driver, but the Complainant did not furnish the name of the driver engaged by him. The Opposite Party No.2 further contended that on the way to Shabarimala, when they crossed Manthralayam of A.P., while proceeding to Bangalore, the driver crashed the said car to a speed breaker, due to which the front portion of the said car got damaged. The Complainant started from the place where the car got damaged and the same damaged condition of the car, they proceeded to Bangalore and got checked up with local mechanic and parked the vehicle in a private shed and left the place for Shabarimala for darshan of Lord Swamy Ayyappa. The Opposite Party No.2 raised objection regarding that the Complainant got the vehicle shifted to Bangalore to get it repaired at Maruthi Service Centre and was told that it would take 15 days for repairing the car, as such the Complainant got the vehicle back to his place by towing it another vehicle. The

Opposite Party No.2 admits that the Complainant informed Opposite Party No.2 regarding the damages caused to the vehicle on 02/01/2020 after a lapse of 10 days from the date of alleged damage to the vehicle.

9. The Opposite Party No.2 repudiated the claim of the Complainant, vide letter dated 20/03/2020 for the reasons as stated in the said letter. Opposite Party No.2 denied that the Complainant spent Rs.1,50,000/- towards repairs of the said car. As per the insurance policy, the Complainant or insured shall inform the insurer, i.e. Opposite Party No.2 immediately without any delay, enabling the insurer to appoint surveyor to get the insured vehicle spot surveyed, but the Complainant informed on 02/01/2020 to Opposite Party No.2 about the damages caused to the said car, i.e. after lapse of 10 days as against the terms and conditions of the insurance policy and after the vehicle was shifted to Nalgonda by towing and kept the car at the Service Centre of Opposite Party No.1. The Complainant violated the terms and conditions of insurance policy for which the Opposite Party No.2 is not responsible. Due to the delay in giving information, Opposite Party No.2 could not appoint spot surveyor to get spot inspection of the vehicle immediately without any delay and would have got the estimation of the repairs. The Complainant failed to comply the conditions of the insurance policy.

10. The Opposite Party No.2 further contended that the damage was caused to the vehicle on 20/12/2019, but the car was driven further 350 Kms. in damaged condition and caused unnecessary further damage to the vehicle.

11. The Opposite Party No.2 further submitted that after getting the vehicle surveyed by the surveyor, the surveyor submitted his detailed report to Opposite Party No.2 and as per the said survey report, it revealed that the cause of damage to the insured car was "leakage of coolant from the radiator and the nature of damages sustained to the engine and the reason or cause of damage was due to Bolt fitted on lower member pushed upward and it has

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hit/knocked the bottom tank of radiator when the said vehicle brushed against the speed breaker/stone, resulting the leakage of coolant was developed gradually and which has caused the seizure of engine after running the vehicle about 300 Kms from the place of accident.

12. Further Opposite Party No.2 submitted that as per the Surveyor's Report, it came to light that, "Bull Guard and the bolt fitted on the lower member being extra fitting to the vehicle (not advisable by the manufacturer) thus caused damages to the vehicle". The Opposite Party No.2 on receipt of the Surveyor's Report and after detailed scrutiny of the claim documents decided the case as not payable and then repudiated the claim as not payable for the reasons of violations as committed by the Complainant under the condition and Clause 4.8 of insurance policy, i.e. "failure due to unauthorized repair, improper handling including storage dismantling, fitting repair alteration or modification, inaccurate diagnosis or repair, use of spurious part, part of incorrect specification or part of faulty manufacture or alteration or modification including fitment of any performance accessory to the vehicle which is not permitted by the manufacturer of dealer.

13. The Opposite Party No.2 contended that the Complainant had misrepresented the facts and stated that the vehicle was driven by the Complainant himself, but the Complainant stated that the vehicle was driven by some skilled driver.

14. The Opposite Party No.2 contended that the complaint is not maintainable against Opposite Party No.2 and therefore, the complaint is liable to be dismissed with costs.

15. Complainant filed his affidavit and got marked Exs.A-1 to A-12 and the Opposite Party No.1 filed his affidavit, but no documents were marked. The Opposite Party No.2 filed affidavit and got marked Exs.B-1 to B-4. Opposite Party No.2 filed Written arguments.

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16. The points for consideration are:

- 1) Whether there is any deficiency in service on the part of the Opposite Parties No.1 and 2?
- 2) Whether the Complainant is entitled for the claims as Prayed for?
- 3) If so, to what extent?

17. POINT No.1:

The Complainant purchased Maruthi Ertiga ZDI + SMART HYB Car from Opposite Party No.1, vide Regd.No.TS-05EX-7575, vide Ex.A-1 and the same was insured with Opposite Party No.2, vide Policy No.3001/M1/0753/091/00/000 and the same is valid from 24/05/2019 to 23/05/2020. Ex.A-2 is the Policy. On 22/12/2019 the Complainant along with some other Lord Ayyappa devotees started from his Village Konda Mallepally in order to go to Shabarimala to have darshan of Lord Ayyappa. Ex.A-3 are Virtual-Q Booking Coupons and Ex.A-4 are newspaper clippings. In this regard, he engaged skilled driver to drive the vehicle to reach their destination. When they crossed Manthralayam of Kurnool District, proceeding towards Bangalore, after crossing Manthralayam at some distance, on the speed breaker the vehicle's front portion hit the speed breaker, due to the said jerk there was some noise. The driver stopped the vehicle and observed the vehicle, but he could not find any damage to the vehicle and they started again and proceeded towards Bangalore. When the Complainant reached ISKON Temple, the vehicle broke down on the way and there was some smoke coming out. Immediately the Complainant called mechanic to check the vehicle and observed that Head back kit was damaged and the vehicle was not in a position to drive. As such, the Complainant parked the vehicle at a private shed and proceeded to have darshan of Lord Ayyappa at Shabarimala. The Complainant informed Maruthi Service Station, who deployed the personnel to the spot and took the vehicle to the Mechanical Shed at Bangalore. The Complainant after darshan went to Bangalore and enquired with the Maruthi Service Centre about the vehicle, who informed that it would take time for repair of minimum 15 days, but the Complainant was unable to stay such long period at

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Bangalore and he brought the vehicle to Maruthi Servicing Centre at Nalgonda by towing by Opposite Party No.1. The Complainant further informed Opposite Party No.2 on 02/01/2020 for claiming insurance coverage for repairing cost to the machinery of the vehicle.

18. The Opposite Party No.2 instead of paying the insurance coverage amount repudiated the claim of the Complainant, vide letter dated 20/03/2020 in which it was mentioned that “as per insurance Policy column No.4.8, any failure due to unauthorized repair, improper handling including shortage, dismantling, fitting and repair, alteration or modification inaccurate diagnosis or repair use of spurious part, part of incorrect specification or part of faulty manufacture or alteration or modification, including fitment of any performance accessory to the insurance asset not permitted by the manufacturer or dealer”. Ex.A-5 is the repudiation letter. The Complainant stated that nor the insurance company or its agents explained terms and conditions to the insurer in the vernacular language and that the damage to the vehicle is due to mechanical failure which does not fall under the purview of insurance. The Complainant stated that no private mechanic attended the vehicle and only authorized mechanic, i.e. Maruthi Service Personnel attended the vehicle and gave their opinion to rectify the defect. The Complainant spent an amount of Rs.1,50,000/- towards the repair and towing charges from Bangalore to Nalgonda on his own and the defect was rectified by Maruthi Company Authorized Service Centre and the vehicle was kept idle for three months, i.e. from January, 2020 to March, 2020. Ex.A-10 are the Receipts (3) for Towing Services, Ex.A-11 is the Service Receipt along with Invoice. Ex.A-12 is the Photograph of Ayyappa Devotees.

19. As the Opposite Party No.2 failed to pay the repair and mechanical parts charges, the Complainant sent legal notice, vide Ex.A-6 through his advocate on 27/10/2020. The notice was served on the Opposite Parties and the Opposite Party sent a reply,

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vide Ex.A-7 to the Advocate on 14/01/2021 by denying their liability. Ex.A-8 are Postal Receipts and Ex.A-9 are Track Consignments.

20. The Opposite Party No.1 contended that it is the dispute between the Complainant and insurance company regarding the insurance claim and that Opposite Party No.1 has nothing to do with the issue and it is only an authorized dealer and Service Centre of Maruthi Cars. Awarding of insurance claim or denying with has nothing to do with Opposite Party No.1. Therefore, it is between the Complainant and the Car's insurance, i.e. Opposite Party No.2. The Opposite Party No.1 has no role in the said transaction or claims. The Opposite Party No.1 has rightly claimed the value of spares and services charges from the Complainant for which it is legally entitled. The Opposite Party No.1 has also given reply to the legal notice issued by the Complainant. The Opposite Party No.1 contended that there is no liability on it. There are no gross negligent acts which resulted in Complainant's suffering for irreparable loss, hardship and mental agony. Therefore, it is prayed the complaint against Opposite Party No.1 may be dismissed.

21. The Opposite Party No.2 stated that the Complainant got insured his vehicle, i.e. Maruthi Ertiga Car bearing No.TS-05EX-7575, vide Policy No.3001/M1/0753/091/00/000, vide Ex.B-1 and the same is valid from 24/05/2019 to 23/05/2020 and that the said insurance policy is governed by certain terms and conditions (Ex.B-2) to be followed by the insured, i.e. the Complainant.

22. The Opposite Party No.2 stated that the Complainant along with some other persons started from Mallepally Village to go to Shabarimala for having darshan of Lord Swamy Ayyappa on 22/12/2019 in his Maruthi Ertiga Car bearing No.TS-05EX-7575 and that he engaged a skilled driver, but the Complainant did not furnish the name of the driver engaged by him. The Opposite Party No.2 further contended that on the way to Shabarimala, when they crossed Manthralayam of A.P., while proceeding to Bangalore, the

driver crashed the said car to a speed breaker, due to which the front portion of the said car got damaged. However, the Complainant started from the place where the car got damaged and the same damaged condition of the car, they proceeded to Bangalore and got checked up with local mechanic and parked the vehicle in a private shed and left the place for Shabarimala for darshan of Lord Swamy Ayyappa. The Opposite Party No.2 raised objection regarding that the Complainant got the vehicle shifted to Bangalore to get it repaired at Maruthi Service Centre and was told that it would take 15 days for repairing the car, as such the Complainant got the vehicle back to his place by towing it another vehicle. The Opposite Party No.2 admits that the Complainant informed Opposite Party No.2 regarding the damages caused to the vehicle on 02/01/2020 after a lapse of 10 days from the date of alleged damage to the vehicle.

23. The Opposite Party No.2 repudiated the claim of the Complainant, vide letter dated 20/03/2020 for the reasons as stated in the said letter. Ex.B-3 is the repudiation letter. Opposite Party No.2 denied that the Complainant spent Rs.1,50,000/- towards repairs of the said car. As per the insurance policy, the Complainant or insured shall inform the insurer, i.e. Opposite Party No.2 immediately without any delay, enabling the insurer to appoint surveyor to get the insured vehicle spot surveyed, but the Complainant informed on 02/01/2020 to Opposite Party No.2 about the damages caused to the said car, i.e. after lapse of 10 days as against the terms and conditions of the insurance policy and after the vehicle was shifted to Nalgonda by towing and kept the car at the Service Centre of Opposite Party No.1. The Complainant violated the terms and conditions of insurance policy for which the Opposite Party No.2 is not responsible. Due to the delay in giving information, Opposite Party No.2 could not appoint spot surveyor to get spot inspection of the vehicle immediately without any delay and would have got the estimation of the repairs. The Complainant failed to comply the conditions of the insurance policy.

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24. The Opposite Party No.2 further stated that the damage was caused to the vehicle on 20/12/2019, but the car was driven further 350 Kms. in damaged condition and caused unnecessary further damage to the vehicle.

25. The Opposite Party No.2 further submitted that after getting the vehicle surveyed by the surveyor, the surveyor submitted his detailed report to Opposite Party No.2 and as per the said survey report (Ex.B-4), it revealed that the cause of damage to the insured car was "leakage of coolant from the radiator and the nature of damages sustained to the engine and the reason or cause of damage was due to Bolt fitted on lower member pushed upward and it has hit/knocked the bottom tank of radiator when the said vehicle brushed against the speed breaker/stone, resulting the leakage of coolant was developed gradually and which has caused the seizure of engine after running the vehicle about 300 Kms from the place of accident. Further Opposite Party No.2 submitted that as per the Surveyor's Report, it came to light that, "Bull Guard and the bolt fitted on the lower member being extra fitting to the vehicle (not advisable by the manufacturer) thus caused damages to the vehicle".

26. On perusing the documents filed by the Complainant, it is evident that the insured vehicle had crashed against a speed breaker on 20/12/2019, due to which the front portion of the Car was damaged. The driver could not find any damage and proceeded further towards Bangalore. On the way, they found smoke coming out and the Complainant immediately called a mechanic and observed that the car was damaged at the head back kit and was not in a position to drive the vehicle further. The Complainant kept the car in the mechanical shed at Bangalore and informed Opposite Party No.1 and also Opposite Party No.2 regarding the damage to the car. The Complainant after having darshan of Lord Ayyappa at Shabarimala brought the vehicle to Opposite Party No.1's Servicing Centre at Nalgonda. On receiving the information, Opposite Party No.2 deputed a surveyor who

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conducted the survey and filed Survey Report, vide Ex.B-4, who estimated the loss of damage to a sum of Rs.1,47,238/-. As per the observation made by the Surveyor, it was noticed that the "Bull guard (extra fitting) was fixed at the front side to the vehicle and it was connected to lower member by providing two iron clamps and the bolt under the radiator was also fixed to the lower member and this bolt has pressed the bottom tank of the radiator". The Surveyor opined as per the cause of accident, the leakage/drizzling of coolant from the radiator and nature of damages sustained to the engine is that the bolt fitted on the lower member pushed upward and it has hit/knocked the bottom tank of the radiator when the subject vehicle brushed against the speed breaker resulting the leakage of coolant gradually, which caused the seizure of engine after running the vehicle about 300 Kms from the accident place.

27. As per the observation made by the Surveyor, the car had accidentally hit against the speed breaker, due to which the lower member of the radiator was damaged, which caused the leakage/drizzling of coolant from the radiator. The Complainant had shifted the Car to the Authorized Dealer of Opposite Party No.1, wherein they issued Ex.A-11, i.e. Service Report and a Job Card, which goes to show that the car got damage and the Opposite Party No.1 had repaired and issued service charges to a tune of Rs.1,19,439/-. The Complainant had incurred towing charges to a sum of Rs.26,200/- as per Bill, dated 02/01/2020. The Bill dated 29/12/2019 and 01/06/2020 shows that the vehicle's owner name is mentioned as Md.Ramzan and not the Complainant, as such these two bills cannot be taken into consideration.

28. In a decision reported in IV (2018) CPJ 193 (HP) between Oriental Insurance Co.Ltd. and another Vs. Sneha Prabha, the Hon'ble State Commission of Himachal Pradesh observed that: Insurance – Accident of vehicle – Surveyor appointed – No evidence on record in order to prove that surveyor-cum-loss assessor has any hostile animus against the Complainant at any point of time –

Surveyor-cum-Loss Assessor report is a substantial piece of evidence – Complainant is legally entitled for compensation as recommended by Surveyor-cum-Loss Assessor – Vehicle damage amount ordered by District Forum. This decision is applicable and relevant to the facts of the present complaint. Hence, Survey Report filed by the Opposite Party No.2 is reliable and as such Opposite Party No.2 is liable to pay car repair charges.

29. The Complainant stated that the policy was in force at the time of accident. As per the Survey Report filed by the Opposite Party No.2, the Complainant himself drove the vehicle at the time of accident. Hence, the Opposite Party No.2 had wrongly repudiated the genuine claim of the Complainant and the Opposite Party No.2 is liable to pay for the said damages and repair costs to the Complainant for the car.

30. As the Opposite Party No.2 failed to pay the damages and repair charges to the Complainant which the Complainant is entitled as per the Survey Report and that amounts to deficiency in service on the part of the Opposite Party No.2. The complaint against Opposite Party No.1 is dismissed.

31. POINT No.2 & 3:

In the light of the findings, the Complainant is entitled for Rs.1,47,238/- towards repair charges assessed by the Surveyor for the damages of the vehicle and towing charges of Rs.26,200/- with interest, compensation and costs.

In the result, the complaint is allowed in part, directing the Opposite Party No.2 to pay to the Complainant an amount of Rs.1,47,238/- [Rupees One Lakh Forty Seven Thousand Two Hundred and Thirty Eight only] towards repair charges assessed by the Surveyor for the damages of the vehicle and towing charges of Rs.26,200/- [Rupees Twenty Six Thousand and Two Hundred only] with interest @ 9% p.a. from the date of filing the complaint, i.e. 17/02/2021 till realization, an amount of Rs.20,000/- [Rupees Twenty Thousand only] towards compensation for mental and

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physical agony and Rs.10,000/- [Rupees Ten Thousand only] towards costs, within thirty days from the date of receipt of this Order. The complaint against Opposite Party No.1 is dismissed.

Dictated to Steno-Typist, transcribed by him, corrected and pronounced by us in the open Commission on this 13<sup>th</sup> day of September, 2023.

FEMALE MEMBER

MALE MEMBER

PRESIDENT

**APPENDIX OF EVIDENCE**

**WITNESSES EXAMINED**

**For Complainant:**

Affidavit of the Complainant.

**For Opposite Parties:**

Affidavit of the Opposite Parties No.1 and 2.

**EXHIBITS MARKED**

**For Complainant:**

Ex.A-1	Dt.29/06/2018	Original Certificate of Registration of Maruthi Ertiga Car bearing No. TS-05EX-7575.
Ex.A-2	Dt.22/05/2019	Original Certificate-cum-Policy Schedule.
Ex.A-3	Dt.24/12/2019	Xerox copy of Virtual-Q Booking Coupons.
Ex.A-4	--	Xerox copies of Newspaper clippings
Ex.A-5	Dt.20/03/2020	Xerox copy of letter issued by the Opp.Party No.2 to the Complainant.
Ex.A-6	Dt.27/10/2020	Xerox copy of legal notice, issued by Counsel for the Complainant to the Opposite Parties.
Ex.A-7	Dt.14/01/2021	Reply Notice, issued by counsel for Opp.Party No.1 to the counsel for Complainant.
Ex.A-8	Dt.27/10/2020	Original Postal Receipts.
Ex.A-9	Dt.28/10/2020	Postal Track Consignments.
Ex.A-10	Dt.29/12/2019	Original Cash Memos (3 Nos.), Dated 29/12/2019, 02/01/2020 01/06/2020, issued by Friends Towing Service, Konda Mallepally.
Ex.A-11	Dt.08/06/2020	Original Service Receipt for Rs.1,19,439/-, issued by Pavan Motors Pvt.Ltd., Cherlapally along with Job Card Retail-Tax Invoice.
Ex.A-12	Dt.22/12/2019	Photograph of Ayyappa Devotees.

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**For Opposite Party No.2:**

Ex.B-1	Dt.23/05/2019	Attested copy of Certificate of Insurance-cum-Policy Schedule.
Ex.B-2	--	Attested copy of Insurance Policy Terms and Conditions.
Ex.B-3	Dt.20/03/2020	Attested copy of Repudiation Letter, issued by Opposite Party No.2.
Ex.B-4	Dt.18/02/2020	Attested copy of Survey Report.

**For Opposite Party No.1:**

Nil.

PRESIDENT  
DISTRICT CONSUMER DISPUTES  
REDRESSAL COMMISSION,  
NALGONDA