

**BEFORE THE GOA STATE CONSUMER DISPUTES  
REDRESSAL COMMISSION,  
PANAJI-GOA**

In the matter of First Appeal 31 of 2023 in Consumer Complaint 52 of 2022.

**Before: Adv. Mrs. Varsha R. Bale, Officiating President  
Adv. Ms. Rachna Anna Maria Gonsalves, Member**

Mr. Paul Colaco,  
r/o H. No. 402, Bocta Wado,  
Chorao, Goa. 403102. .....Appellant

**V.**

Divisional Manager,  
The Original Insurance Company Limited  
Panjim Divisional Office,  
3<sup>rd</sup> & 4<sup>th</sup> Floor, Gouveia Chambers,  
Helidoro Salgado Road,  
Opp. Chandu Medical Store,  
Near Panjim Market,  
Panjim, Goa. 403001. .....Respondent

*Adv. Ms. Apeksha Kalokhe present for Appellant.*

*Adv. Shri Savio Noronha present for Respondent.*

**DATE: 17/07/2024**

**JUDGEMENT**

[per Adv. Mrs. Varsha R. Bale, Officiating President]

1. This Appeal is directed against the Judgment & Order dated 17/08/2023 passed by the District Consumer Disputes Redressal Commission, North Goa. (the 'District Commission' for short) in CC No. 52/2022. The Appellant was the Complainant and Respondent was the Opposite Party (OP for short) in the said Complaint. Parties shall hereinafter be referred to as per their status in the said Complaint.

2. The Complainant had filed the said Complaint praying therein to direct the OP to pay the claim amount of Rs.30,350/- towards the vehicle repair as estimated by the Majeesa Automobile, to pay the OP compensation of Rs.52,800/- towards travelling expenditure spent due to non-availability of the vehicle, to pay Rs.30,000/- towards mental stress and agony, to pay Rs.15,000/- towards the cost of litigation.
  
3. The Case of the Complainant in short is as follows:

That the Complainant is the registered owner of the vehicle Suzuki Access-UZ 125 bearing Registration No. GA-07-M-1932 and holding a driving licence having validity till 24/01/2025. The period of insurance of the said vehicle was from 00.00 on 10/02/2021 to midnight to the 09/02/2022 for Rs.21,870/- and the total amount of the premium was Rs.1,430/- and the said amount was paid by him on 13/01/2021. That on 20/08/2021, while proceeding from his residence at Chora to his Workshop Campal the said Scooter met with an accident near Madel Ferry and the said Scooter was damaged. The Complainant also sustained serious fracture injuries and was advised to take rest for 3 weeks. On 25/10/2021 the Complainant addressed a letter to the Divisional Manager of the OP by giving explanation for the delay caused in submitting the intimation for the claim and also informed that his scooter is still not repaired and is at the Police Station. The officials from the office of OP verbally directed the Complainant to submit the estimate required for the repairs of the said vehicle and at that time the Covid was prevailing in the State of Goa and therefore he was

unable to procure the said estimate immediately. After the relaxation of the Covid Pandemic, he immediately managed to get the estimate required for the said vehicle and submitted the same to the Divisional Manager of OP on 10/03/2022. On 11/03/2022, the OP repudiated the claim of the Complainant stating that there was a delay of 2 months in making intimation after the accident and the same is in the violation of policy condition No. (1). The Complainant vide letter dated 23/03/2022 requested the OP to consider his claim, but by a letter dated 07/03/2022 OP informed him that his claim has been repudiated and closed. The Complainant stated that the OP has repudiated his claim thereby showing wilful disobedience to the Judgment of Hon'ble Supreme Court and till date the said vehicle is not repaired and is lying at Chorao Police Outpost. Hence the Complaint.

4. The Complainant relied upon the copy of the Certificate of Registration and the Driving Licence, copy of Insurance Policy bearing policy number 131800/31/2021/4478, photograph of the damaged scooter, copy of medical certificate of fitness issued by Department of Orthopaedics Surgery GMC, copy of letter dated 25/10/2021, copy of letter dated 10/03/2022 and estimate issued by Majeesa Automobile, copies of the letter dated 11/03/2022, 23/03/2022, 07/06/2022, copy of the bill receipt of private transport.
5. The OP filed Written Version denying the case of the Complainant. Case of the OP in short is as follows:

That the policy issued to the Complainant is subject to certain terms and conditions and exclusions and the admissibility of any claim is governed by the terms of

insurance contract and the insurance being a bilateral contract, the terms are binding on both the parties to the Agreement. The OP stated that they immediately requested the Complainant to submit the estimate of the damages caused to the said vehicle and at point of time there was no Covid lockdown in the State of Goa. The National Lockdown in India due to Covid 19 Pandemic was from 25<sup>th</sup> March 2020 to 31<sup>st</sup> May 2020. At this point of time i.e. October 2022, there was no Covid lockdown announced in State of Goa as the cases were under decline and all establishments, Government Offices, Showrooms, Courts were functioning. After a huge delay of more than 6 months, the Complainant issued a letter dated 10/03/2022 giving reasons for delay in furnishing the detailed estimate prepared for repairs of the said vehicle. No medical records of the Complainant were also produced at the relevant time to substantiate the delay of more than 6 months. The said estimate issued by Majeesa Automobiles is fabricated, false and after thought document manufactured to obtain huge unreasonable compensation from this Commission. It is further the case of OP that the accident took place on 20/08/2021 and first intimation in writing was given to them on 25/10/2021, which is after more than 2 months after the date of the alleged accident and thereafter submitted the estimate on 10/03/2022 i.e. more than 6 months of the accident. Hence, they repudiated the claim due to unreasonable delay which is in clear violation of policy conditions No.(1). They rightly repudiated the claim of the Complainant on grounds of breach of policy terms and conditions. They denied that there is any deficiency in service on their part.

6. The OP relied upon the P.O.A.
7. The Complainant filed his Affidavit-in-Evidence. The OP filed the Affidavit-in-Evidence. Both the parties filed Written Arguments before the District Commission.
8. Vide Impugned Judgment, the District Commission held that Clause No. (1) of the policy condition clearly stipulates the time limit and in this case the Complainant has violated this condition even without giving any justification for the delay therefore his claim has been rightly repudiated by the OP on the grounds of breach of Policy Terms & Conditions. The Complaint has been dismissed. The Complainant is aggrieved by the Impugned Judgment & Order.
9. Records and Proceedings of the said Complaint No.52/2022 were called for. Both parties filed their Written Arguments on record. We have also heard Oral Arguments. We have gone through the entire material on record.
10. That the vehicle of the Complainant met with an accident and the Complainant informed the OP after more than two months. Also the estimate was submitted after more than 6 months. And therefore the OP repudiated his claim on the grounds of breach of Policy Terms and Conditions.
11. It is the case of the Complainant that at that time the Covid was prevailing in the State of Goa and therefore he was unable to procure the said estimate immediately. And after relaxation of the Covid pandemic he

immediately managed to get the same and submitted the same before OP, on 10/03/2022. We completely disagree with the statement as at that point of time, no Covid was prevailing in Goa in October 2022. The lockdown was till 31<sup>st</sup> May 2020. The accident took place on 20/08/2021. The documents were submitted before the OP on 10/03/2022. The Complainant cannot take this plea of the pandemic to support his case. It is pertinent to note that there is a delay on the part of the Complainant to inform the OP and the delay on the part of the Complainant is not justified nor proved by the Complainant. The Complainant has failed to produce any medical records to substantiate the 6 months delay. The Complainant has failed to show any illegality in the Impugned Order and has failed to make out any case for interference with the same. The OP rightly repudiated his claim based on the certain terms and conditions of insurance contract and we find there is not at all deficiency on their part.

12. The District Commission rightly dismissed the Complaint as OP is at no fault and the Complainant failed to prove and establish his case.

13. Therefore there are no valid grounds to interfere with the Impugned Order. There are no merits in the Appeal. The Appeal deserves to be dismissed.

14. In the result, we pass the following:

# **ORDER**

- a) The Appeal is dismissed with no order as to costs.
- b) Let the Records and Proceedings be sent back to the District Commission, North, Goa.

Pronounced in Open Court.

Proceedings in the matter stands closed.

**[Adv. Mrs. Varsha R. Bale]  
Officiating President**

**[Adv. Ms. Rachna Anna Maria Gonsalves]  
Member**

**SN**