IN THE COURT OF SHRI CHANDER MOHAN
DISTRICT JUDGE-14 (LAC): CENTRAL DISTRICT
TIS HAZARI COURTS: DELHI

CS No. 2582/2017
CNR No. : DLCT01-010908-2017

In the matter of:-

M/S LALIT HANS PROTEIN PVT. LTD.
110 1st Floor Naya Bazar Delhi,
North Delhi Delhi-110006 ……… **Plaintiff**

VERSUS

UNITED INDIA INSURANCE COMPANY LTD.
1st Floor, Udyog Nagar Metro Station,
Near Peeragari, West Delhi
New Delhi - 110041 ……… **Defendant**

Date of institution : 27.07.2017
Date of arguments : 20.04.2026
Date of decision : 24.04.2026

JUDGMENT

01. Vide the present suit, plaintiff seeks to recover a sum of Rs. 8,55,600/- from defendant Insurance Company.

02. Facts relevant for the disposal of the present suit may be taken note of.

03. It is case of the plaintiff that it purchased a vehicle bearing no. DL8CAM2650 to meet its transportation requirements from

M/s Indraprastha Automobiles Pvt Ltd., Wazirpur Delhi and paid a sum of Rs. 8,55,600/- towards the purchase price and took delivery of the said vehicle on 11.09.2015. As per the plaintiff, the dealer i.e. Indraprastha Automobiles Pvt Ltd was also agent of defendant company and therefore insurance of the vehicle was also arranged through him and accordingly he also purchased insurance No. 040201311P106720137 in respect of vehicle bearing no. DL8CAM2650 Bolero from United India Insurance Company Pvt. Ltd. and Indraprasth Automobiles Pvt Ltd also issued a cover note to him covering the vehicle for a sum of Rs. 753787/- for the period from 09.07.2015 until 08.07.2016 against a premium of Rs. 19444/- which was duly and immediately paid to them. Unfortunately, on the intervening night of 20.11.2015 and 21.11.2015, the vehicle of the plaintiff was stolen. The theft of the vehicle was reported to the police which was registered as an FIR bearing no. 020153 dated 21.11.2015. Plaintiff further informed the agent namely M/s Indraprastha Automobiles Pvt Ltd. that the vehicle has stolen. Police carried out the investigation but vehicle was not found and a final report was issued by the police, closing the case. Meanwhile, defendant appointed a surveyor to carry out the investigation but vide letter dated 02.01.2017, defendant rejected the claim of the plaintiff on the ground of delay on information of theft. As per the plaintiff, there was no delay of information of the theft as the same was brought to the knowledge of the agent of the defendant i.e. Indraprastha Automobiles Pvt Ltd. on the very following day of the theft and therefore the rejection of claim of the defendant is illegal and contrary to the terms of the insurance. Plaintiff sent a legal notice dated 14.03.2017 to the defendant to settle the claim but defendant failed to settle the same compelling the plaintiff to institute the present suit for recovery of the sum insured for vehicle.

04. Defendant Insurance Company in its Written Statement pleaded that M/s Indraprastha Automobiles is not authorised or competent to accept the intimation of theft/loss of vehicle. It is further averred in the plaint that the cover note/policy issued to the plaintiff had the proper address and telephone of the defendant for information and grievance. Plaintiff did not inform the theft of the vehicle to the defendant within reasonable time and only reported the theft after lapse of 73 days and therefore violated the essential condition and hence, defendant has no liability to pay the same.

05. After completion of pleadings, my Ld. Predecessor vide order dated 28.11.2018 framed the following issues:-

> **1. Whether the suit of the plaintiff is barred by jurisdiction as the theft of vehicle no. DL-8CAM-2650 has taken place at Lajpat Nagar, Delhi and claim is repudiated at Bara Khambha Road, Delhi? OPD**
>
> **2. Whether the suit is bad due to non-joinder of necessary party M/s. Indraprastha Automobiles Pvt. Ltd. to whom the plaintiff has given the intimation of theft? OPD**
>
> **3. Whether plaintiff is entitled to recovery of Rs.7,53,787/- against the defendant as principal on account of claim of insurance on theft of vehicle no. DL-8CAM-2650 in the intervening night of 20.11.2015 and 21.11.2015? OPP**
>
> **4. Whether plaintiff is entitled to pre-suit interest for a sum of Rs.87,171/-? OPP**

5. Whether the plaintiff is entitled to pendente-lite and future interest on the due amount? OPP

6. Whether M/s. Indraprastha Automobiles Pvt. Ltd. is not authorised to accept the claim intimation and thereby plaintiff did not intimate the theft of vehicle to the defendant in reasonable time? OPD

7. Relief.

06. In its evidence, Sachin Jain, Sr. Manager with plaintiff company stepped into the witness box as PW1 and reiterated the contents of the plaint. He further relied on the following documents:-

Sr. No.	Particulars	Exhibits
i.	Original Board Resolution dated 20.06.2017 of the Plaintiff Company appointing Mr. Kamal Agarwal as AR in this case	Ex. PW1/1
ii.	Photo copy of Form No.32 of the Plaintiff Company	Ex. PW1/2
iii.	Photo copy of Memorandum and Articles of Association of the Plaintiff Company	Ex. PW1/3
iv.	Office copy of letter dated 18.07.2016 of the Plaintiff company addressed to the RTO -	Ex. PW1/4
v.	Photo copy of letter dated 29.02.2016 of the plaintiff company addressed to Mr. Sunil Jain-Investigator submitting the documents with courier receipt in original	Ex. PW1/5
vi.	Office copy of letter dated 25.06.2016 of the plaintiff company addressed to the defendant company, duly receipted by them	Ex. PW1/6
vii.	Office copy of letter dated 21.10.2016 of the plaintiff company addressed to the defendant company, duly receipted by them	Ex. PW1/7
viii.	Office copy of letter dated 07.01.2017 of the plaintiff addressed to defendant company with postal receipt in original	Ex. PW1/8
ix.	Office copy of legal notice sent by the counsel of plaintiff company to the defendant with postal receipt in original and tracking report	Ex. PW1/9

07. Plaintiff further examined ASI Harish Kumar who brought the record pertaining to E-FIR No. 020153/2015 E-PS Crime Branch and proved the same as Ex. PW2/A. Plaintiff also examined PW3 Ram Sanjeevan who appeared on behalf of RTO office and brought the record pertaining to registration of vehicle number DL8CAM2650 make Mahindra & Mahindra registered in the name of M/s Lalit Hans Protein Pvt Ltd and proved the same as Ex. PW3/A. Since, PW2 failed to prove the untrace report in the FIR lodged by plaintiff therefore another witness was summoned by the plaintiff i.e. ASI Suresh Kumar who brought the copy of court order dated 21.01.2016 vide which the untrace report pertaining to FIR No. 020153/2015 was accepted by the court and proved the same as Ex. X-1.

08. On the other hand, defendant insurance company examined Sh. Guru Dutt Attri, Manager of Motor Claim Services Hub, Bara Khamba Road, Delhi who relied on the following documents:-

Sr. No.	Particulars	Exhibit
i.	Copy of Extract of the minutes of the 555th meeting of the board of directors held on 06.08.2012;	Ex. DW1/1
ii.	Certificate U/s 63 of BSA, 2023;	Ex. DW1/2
iii.	Copy of insurance policy.	Ex. DW1/3 (colly)

He deposed that that M/S Indraprastha Automobile Pvt. Ltd is not the agent of the answering respondent and is only helping the defendant for procuring the business just like other entities such as various bank on commission. Insurance policy is issued only after premium is received in advance in the branch/division office, as per the provisions of 64-vb of insurance Act M/S Indraprastha Automobiles is not authorised or competent to accept the claim intimations. More over cover note/policy issued to the plaintiff has the proper address and telephones to contact the defendant for any information and grievance. Further, the plaintiff did not inform theft of the vehicle to the defendant within reasonable and reported the stolen of the insured car bolero after elapse of 73 days. The plaintiff did not intimate to the theft of the car immediately after it was stolen, thus the plaintiff has violated the condition -1 of the policy. So, it deprived the insurer from suitable investigation of theft of the vehicle which violate the condition 1 of the policy and accordingly, defendant has rightly repudiated the claim.

09. Defendant also examined Sh. Satinder Kumar Goel, Corporate Manager (Legal), M/s Indraprastha Automobiles Pvt Ltd. who corroborated the statement of DW1 and reiterated that their company is just a facilitator for insurance and not an agent of the defendant. He further deposed that the letter Mark-E was not given to them on the proper address as their address was 1st Floor, Udyog Nagar Metro Station, Near Peeragarhi, Delhi and the letter received on address i.e. B-72/4, Wazirpur, New Delhi-110052, was their sale office. He further deposed that the person who had received the letter, had asked the plaintiff that he should also intimate to the insurance company subsequently. He further denied the policy number mentioned on letter (Mark-E) and intimation (Mark-F) being wrong.

10. I have heard both the parties and perused the record.

11. My issue wise finding is as follows :-

12. Issue No.1- ***Whether the suit of the plaintiff is barred by jurisdiction as the theft of vehicle no. DL-8CAM-2650 has taken place at Lajpat Nagar, Delhi and claim is repudiated at Bara Khambha Road, Delhi? OPD***

This court is not in agreement with contention of Ld. Counsel for defendant that theft of vehicle of the plaintiff took place in the jurisdiction of PS Lajpat Nagar, therefore, this court has no territorial jurisdiction to entertain the present suit. Admittedly, the head office of defendant insurance company is within the territorial jurisdiction of this court and same is also evident from the address mentioned by none other than DW1 himself who is the Manager of Motor Claim Services of the defendant. He clearly opens his evidence by way of affidavit by mentioning that he is Manager/Authorised Representative of his company "United India Insurance Company Ltd, Regional Office-1, Kanchenjungha Building, 8th Floor, 18 Barakhambha Road, New Delhi". Further the record would reveal that plaintiff has not instituted the present suit before this court solely because the aforesaid head office of the defendant insurance company falls in the jurisdiction of this court. The letter dated 02.01.2017 issued by the defendant to the plaintiff vide which the claim of the plaintiff was repudiated also bears the same address, therefore, since the decision of rejection of the claim of the plaintiff has taken place from the office of defendant company situated within the jurisdiction of this court, therefore, a clear cause of action arises in favour of the plaintiff within the territorial jurisdiction of this court. Accordingly, the present issue is decided in favour of plaintiff and against the defendant and it is hereby declared that this court is vested with the jurisdiction to entertain the present suit.

13. Issue No. 2- *Whether the suit is bad due to non-joinder of necessary party M/s. Indraprastha Automobiles Pvt. Ltd. to whom the plaintiff has given the intimation of theft? OPD*

This court is not in agreement with contention of Ld. Counsel for defendant that M/s Indraprastha Automobiles Pvt Ltd is necessary party to the present suit. The insurance has been purchased by the plaintiff from defendant i.e. United India Insurance India Company Ltd. In fact, defendant has categorically stated in its Written Statement as well as evidence that M/s Indraprastha Automobiles Pvt Ltd is not the agent of the respondent and was only helping the defendant for procuring the business. Admittedly, insurance policy has only been issued by defendant only. It is even deposed by DW1 that M/s Indraprastha Automobiles Pvt Ltd was not even competent or authorized to accept the claim intimation. The claim of the plaintiff is only against defendant insurance company. M/s Indraprastha Automobiles Pvt Ltd is only seller of the vehicle and has no liability towards the plaintiff. Accordingly, M/s Indraprastha Automobiles Pvt Ltd is not a necessary party to the present suit. Accordingly, this issue is also decided in favour of plaintiff and against the defendant and it is held that M/s Indraprastha Automobiles Pvt Ltd is not necessary party to the suit.

14. Issue No. 3. ***Whether plaintiff is entitled to recovery of Rs.7,53,787/- against the defendant as principal on account of claim of insurance on theft of vehicle no. DL-8CAM-2650 in the intervening night of 20.11.2015 and 21.11.2015? OPP***

Plaintiff has placed on record the copy of the policy cover note No. 0402013115N100198341 issued by the defendant company insuring his vehicle bearing no. DL8CAM2650. Perusal of this cover note would reveal that the sum insured was Rs. 7,53,787/- and vehicle was insured from 09.09.2015 to mid-night of 08.09.2016. As per the plaintiff, the vehicle was stolen on the mid-night of 20.11.2015 and 21.11.2015 i.e. within the validity of the insurance cover. To prove the theft, PW-1 tendered into evidence copy of the FIR No. 020153 dated 21.11.2015 lodged with e-police station. ASI Harish Kumar (PW-2) brought the summoned record i.e. file pertaining the aforementioned FIR and proved the same as Ex. PW2/A (which was also accompanied by a certificate u/s 65 B Indian Evidence Act duly signed by SHO). ASI Suresh Kumar, brought the copy of court order dated 21.01.2016 vide which the untrace report pertaining to FIR No. 020153/2015 was accepted by the court and proved the same as Ex. X-1. Accordingly, plaintiff successfully established the theft of his vehicle and also that same was never traced resulting in the filing of untrace report. He also proved ownership of the vehicle by examining PW-3 i.e. Ram Sanjeevan who appeared from RTO office and produced record that vehicle bearing no. DL8CAM2650 was in the name of M/s Lalit Hans Protein Pvt Ltd. Now coming to the ground of repudiation of the claim, as per defendant it is not liable to pay the sum insured because plaintiff did not inform the theft of the vehicle to the defendant within reasonable period and only reported the same after a period of 73 days which violated the condition-1 of the policy. As per Ld. Counsel for defendant, the condition specifically stipulates that notice shall be given in writing to the company immediately upon occurrence of any accidental loss or damage. At this stage, the letter of rejection of claim issued by the defendant to the plaintiff specifying the reason for rejection may be taken note of :-

"UNITED INDIA INSURANCE CO LTD
REGIONAL OFFICE -
18- BARAKHAMBA ROAD, KANCHANJUNGA BUILDING 8" FLOOR,
NEW DELHI

REF NO: RS: MOT: 2016-17 Without Prejudice DATE: 02/01/2017

M/s. Lalit Hans Protiens
4110 IST FLOOR,
NAYA BAZAR, Delhi

Dear Sir

Re: Claim No. 04020131150050230001
Policy No.0402013115P106720137
A/C M/S LALIT HANS PROTIENS DATE of theft 21/11/2015

With reference to the above theft claim, you have informed us on dated 03/02/2016 that your vehicle bearing Registration No as mentioned above was stolen on 21/11/2015.
As per the terms conditions of the Policy (Condition No. 1) notice shall be given in writing to the company immediate It upon occurrence of any claim. Since claim intimation has been to us almost 73 days late from the date of theft of vehicle. We regret that theft claim of your vehicle is not admissible due to violation of Policy conditions. We accordingly, repudiate your claim which please note.
Thanking you and assuring you of our best services always.

For United India Insurance Company Limited
Sd/-
Authorised Signatory"

The contents of this letter reveal that the claim has been rejected solely on the ground of delay of 73 days in intimation of the theft. As per PW-1, he had immediately informed M/s Indraprastha Automobiles Pvt Ltd regarding the theft of the vehicle because it was the agent of the defendant. In his cross-examination, PW-1 explains the reason for same by stating that because he had purchased the vehicle in question from M/s Indraprastha Automobiles Pvt Ltd and also they were present in the office of M/s Indraprastha Automobiles Pvt Ltd. However, defendant examined DW-2 Sh. Satinder Kumar Goel, Corporate Manager (Legal) of M/s Indraprastha Automobiles Pvt Ltd who denied to be the agent of defendant company but stated that it was just a facilitator for insurance and not the agent of defendant. Evidence led by DW-2 however reveals that one letter was given by the plaintiff to M/s Indraprastha Automobiles Pvt Ltd at their address i.e. B-72/4, Wazirpur, New Delhi which was their sale office but same was not received and the person giving the letter was communicated that plaintiff should intimate the same to the insurance company. However, in his cross-examination DW-2 admits that the document Mark E i.e. letter of intimation bears the seal of their company, therefore, the same was Ex. DW2/B. This fact prove that plaintiff was under the impression that since the agents of defendant were present in the office of M/s Indraprastha Automobiles Pvt Ltd. when he purchased the vehicle in question and therefore, it was sufficient to intimate M/s Indraprastha Automobiles Pvt Ltd. only and it was their duty to process his claim. These facts atleast show the bonafides on the part of the plaintiff regarding efforts made by him to give intimation as per the stipulations of the insurance policy, though he may not have made intimation to the person authorised under law. The vehicle was stolen on the intervening night of 20.11.2015 and 21.11.2015 and plaintiff had immediately lodged E-FIR bearing no. 02153 which is dated 21.11.2015 i.e. the very next day. Copy of the same has been placed and proved on record as Ex. PW2/A. Accordingly, in the opinion of this court, the plea raised by insurance company that there was a delay of 73 days in informing in the information communicated to it by the plaintiff regarding the theft appears to be hyper technical in nature and even not tenable in law. The Hon'ble Supreme Court in case titled as **Gurshinder Singh vs. Shriram General Insurance Co. passed on 24.01.2020 (Civil Appeal No. 653 of 2020) arising out of SLP (C) No. 24370 of 2015** examined the question as to whether delay in informing the occurrence of the theft of the vehicle to the insurance company, though the FIR was registered immediately, would disentitle the claimant of insurance claim. Para no. 2 of the judgment reveals that this question was referred to a larger bench in view of conflict between earlier two decisions of Hon'ble Supreme Court. The same is extracted below for better appreciation:-

> "*Noticing that there is a conflict between the decisions of the Bench of the two Judges of this Court in Om Prakash vs. Reliance General Insurance & Anr. and in the case of Oriental Insurance Co. Ltd. vs. Parvesh Chander Chadha", on the question, as to whether delay in informing the occurrence of the theft of the vehicle to the insurance company, though the FIR was registered immediately, would disentitle the claimant of the insurance claim. The Bench of two Judges of this Court vide Order dated 09.01.2018 has referred the matter to a three-Judge Bench.*"

The reference was answered in para no. 20 by the Hon'ble Supreme Court which is extracted below:-

> *"We, therefore, hold that when an insured has lodged the FIR immediately after the theft of a vehicle occurred and when the police after investigation have lodged a final report after the vehicle was not traced and when the surveyors/investigators appointed by the insurance company have found the claim of the theft to be genuine, then mere delay in intimating the insurance company about the occurrence of the theft cannot be a ground to deny the claim of the insured."*

15. The facts of the present case are similar to the question involved in the aforesaid reference.

16. Undisputedly, insured has lodged FIR No. 020153 dated 21.11.2015, immediately after the theft of the vehicle but purportedly failed to report the theft directly to the insurance company. Applying the ratio of the aforesaid reference of the Hon'ble Supreme Court, mere delay in intimating the insurance company about the reference of theft is no ground to deny claim to be insured when, as already noted, plaintiff had immediately lodged the FIR regarding the same. Further, the surveyor appointed by the Insurance Company did not find that claim of the plaintiff is otherwise not genuine, the observations of Hon'ble Supreme Court in para 18 and 19 (Supra) are also relevant:-

> *"18. We concur with the view taken in the case of Om Prakash (supra), that in such a situation if the claimant is denied the claim merely on the ground that there is some delay in intimating the insurance company about the occurrence of the theft, it would be taking a hyper technical view. We find, that this Court in Om Prakash (supra) has rightly held that it would not be fair and reasonable to reject genuine claims which had already been verified and found to be correct by the investigator.*
>
> *19. We find, that this Court in Om Prakash (supra) has rightly held that the Consumer Protection Act aims at protecting the interest of the consumers and it being a beneficial legislation deserves pragmatic construction. We find, that in Om Prakash (supra) this Court has rightly held that mere delay in intimating the insurance company about the theft of the vehicle should not be a shelter to repudiate the insurance claim which has been otherwise proved to be genuine."*

17. In view of the aforesaid discussion the present issue is decided in favour of the plaintiff and against the defendant and it is held that plaintiff is entitled to recover the sum insured i.e. Rs.

7,53,787/- from the defendant on account of claim of insurance of theft of vehicle bearing no. DL8CAM2650.

18. Issue No. 6. ***Whether M/s. Indraprastha Automobiles Pvt. Ltd. is not authorised to accept the claim intimation and thereby plaintiff did not intimate the theft of vehicle to the defendant in reasonable time? OPD***

In view of the discussion on the aforesaid issue, the present issue has been rendered infructuous, therefore, there is no requirement to render a finding on the same. Accordingly, no finding is recorded on this issue.

19. Issue no. 4. ***Whether plaintiff is entitled to pre-suit interest for a sum of Rs.87,171/-? OPP***

Issue no. 5. ***Whether the plaintiff is entitled to pendente-lite and future interest on the due amount? OPP***

Both these issues are interconnected and involve common discussion and therefore taken together.

Considering all the facts and circumstances of the present case, an interest at the rate of 6% per annum is awarded to the plaintiff on the decretal amount beginning from the institution of the present suit till its actual realization.

20. Relief.

In view of the discussion on the aforesaid issues, defendant is directed to pay a sum of Rs. 7,53,787/- to the plaintiff which also shall carry an interest at the rate of 6% per annum beginning from the institution of the present suit till its actual realization.

21. Costs of the suit is also awarded in favour of the plaintiff and against the defendant.

22. Decree sheet be prepared accordingly.

23. File be consigned to Record Room after due compliance.

Pronounced in the Open Court
On 24th April, 2026

CHANDER MOHAN

Digitally signed by CHANDER MOHAN
Date: 2026.04.24 15:00:27 +0530

(CHANDER MOHAN)
District Judge-14 (LAC)
Central, THC, Delhi/24.04.2026