

**BEFORE THE DISTRICT CONSUMER DISPUTE
REDRESSAL FORUM SALIMAR BAGH NEW DELHI
CC NO. OF 2022**

IN THE MATTER OF:

.... Complainants

Versus

ICICI Lombard General Ins. Co. Ltd.

.... Respondent

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COMPLAINANT

Through

Note, Pagination Start from Index to last First Index, Format, Pleadings, Memo, List of dates, Consumer complaint, Bills, receipts, report, letter, Adhar card attached with the complaint

Ema...

(1)

**BEFORE THE DISTRICT CONSUMER DISPUTE
REDRESSAL FORUM SALIMAR BAGH NEW DELHI**
CC NO. OF 2022

IN THE MATTER OF:

..... Complainants

versus

ICICI Lombard General Ins. Co. Ltd.

.... Respondent

MEMO OF PARTIES

1.

K/O, A-9, 3rd FLOOR, DELHAWA

Nagar, Delhi 110009

2. Devender Kumar

S/o Sh. Ikbal Singh

..... Complainants

Versus

ICICI Lombard General Ins. Co. Ltd

ICICI Lombard House, 414,

..... Respondent

COMPLAINANT

(1)

2

CONSUMER COMPLAINT UNDER SECTION 35 OF
CONSUMER PROTECTION ACT-2019

MOST RESPECTFULLY SHOWETH:

1. That the Complainants are the Consumers as defined under section 35 of the Consumer Protection Act. 2019, being aggrieved from the deficiency of the service of respondents/ opposite party, has been compelled to seek the redressal to this Hon'ble Forum for his grievances.
2. That the Complainants are a peace-loving and law-abiding citizen of India and residing of the above said address.
3. That the Complainant No. 1 purchased Scorpio car registration bearing No. UP-15-BZ-0083 in May 2016 from complainant No. 2.
4. That on 16.12.2020 in the night, the said Scorpio was stolen from the house of the complainant No. 1
5. That the accordingly the Complainant No. 1 informed the police as well as the Insurance Company. The Police registered a case of theft of

the vehicle and lodged an FIR with No, 031678 dated 07.12.2020 at Police Station Model Town, New Delhi.

6. That after the theft of the Scorpio Car, the Complainant No. 1 immediately informed to the Police Station and lodged an FIR, and thereafter the case was thoroughly investigated by the police and the police was not able to trace the vehicle of the Complainant. That the Complaint immediately intimidated to the Insurance Company about the theft. Thereafter the Opposite Party/Insurance Company appointed a investigator whose report confirmed the theft of the vehicle and he further confirmed that the vehicle had not been recovered.
7. That the Complainant has given all documents as per requirement of the claim case to insurance company and investigator i.e. original FIR, Untraced Report, from Court and copy of the charge sheet U/s 173 Cr. But despite of the same, the respondent has not passed any claim in the favour of the Complaint.

(4)

8. That during the process of the claim, it was assured by the opposite party that the claim amount would be handed over to the complainant shortly.
9. That on first may 2021, the complainant shocked to receive the letter from the opposite party / the insurance company that his claim has been repudiated as the complainant No. 2 sold the vehicle in favour of the complainant No. 1. And no necessary transfer of ownership in the RC.
10. That it is submitted that at the time of taking the policy, the said facts was duly described to the insurance company and in the policy details the Name, Email ID, and Phone Number is duly reflected.
11. That the repudiation is highly illegal, unjustified and sustainable in the eyes of law.
12. That the Insurance Company deliberately and willfully withholding the legitimate amount of the Complainant which he has no right and title.

(5)

13. That the Complainant suffered unbearable mental and physical torture, harassment and mental agony from the poor services rather no service of the respondent and putting the complainant in trouble, harassment, mental agony, and the respondent is liable for deficiency in service and unfair trade practices.
14. That the respondent due to lapse on his part, committed deficiency of the services and for which the respondent is liable to pay for the theft Scorpio please note that the respondent has not only cheated the Complainant but have committed breach of trust.
15. The Hon'ble Forum has the Jurisdiction to entertain the present Complaint as the Complainant doing the business for gain within the territorial jurisdiction of this Hon'ble Forum.
16. That the Complainant had affixed the proper Court fees with the present Complaint.
17. That the Complaint is within the limitation of period.

PRAYER

In view of the above facts and circumstances explained herein above the Complainant humbly prays that it is therefore, most respectfully prayer that:

- a) To direct the Respondent/- Insurance Company to pay sum of Rs. 7,70,000/- that is the IDV of Scorpio bearing No. along with Interest @18 percent per annum from the date of intimation to the insurance company.
- b) To direct the respondent to pay litigation expenses and causing mental agony and harassment at the tune of Rs.55,000 suffered by the Complainant due to the gross negligence and deficiency in service by the respondent.
- c) Any other or further relief which this Hon'ble Court deems fit and proper under the facts and circumstances of the case may also be passed in favourof the Complainant and against the Respondent.

—
Rakesh
Rakesh
7

COMPLAINANT

VERIFICATION:

Verified at Delhi on this day of March 2022 that the contents of the complaint are true and correct to the best of my knowledge and nothing material has been concealed therefrom. Last Para is prayed to this Hon'ble Court

—
Rakesh
Rakesh

COMPLAINANT

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BEFORE THE DISTRICT CONSUMER DISPUTE
REDRESSAL FORUM SALIMAR BAGH NEW DELHI

CC NO. OF 2022

IN THE MATTER OF:

.... Complainants

Versus

ICICI Lombard General Ins. Co. Ltd.

.... Respondent

AFFIDAVIT

I, **Rahul Tyagi**
aged about **25** years,

Delhi 110009

Declare as under:

1. That the deponent is the Complainant No. 1 in the above noted case and well conversant with the facts and circumstances of the case and competent to swear the present affidavit.
2. That the accompanying Consumer Complaint under section 35 of the Consumer Protection Act has been drafted by my counsel under my instruction and the contents of the same are true and correct to my knowledge and the same has been



(9)

read over to me in my vernacular and the same are true and correct.

3. That the content of the accompanying complaint have not been repeated here for the sake of brevity and the same may be read as part and parcel of the affidavit.



DEPONENT

VERIFICATION

Verified at Delhi on **02 MAY 2022** day of April h 2022 that the contents of the above affidavit

As
I (de)lief the deponent who has
Signed/put in my presence,
are true and correct to my knowledge and
nothing material has been concealed therefrom.

02 MAY 2022



DEPONENT



VERIFIED THAT THE DEPONENT
Shri/Smt.
S/o W/o
Identified to be the same as the deponent
has solemnly affirmed and declared before me
on
that the contents of the affidavit above
have been read & explained to me and
true and correct to the best of my knowledge
Notary Public

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**BEFORE THE DISTRICT CONSUMER DISPUTE
REDRESSAL FORUM SALIMAR BAGH NEW DELHI**

CC NO. OF 2022

IN THE MATTER OF:

.... Complainants

Versus

ICICI Lombard General Ins. Co. Ltd.

.... Respondent

AFFIDAVIT

I, Devender Kumar S/o Sh. Ikbal Singh aged about
years, R/o Village Rasul Pur, Jahid, Meerut, U.P. do
hereby solemnly affirm and declare as under:

1. That the deponent is the Complainant No. 2
in the above noted case and well conversant
with the facts and circumstances of the case and
competent to swear the present affidavit.
2. That the accompanying Consumer Complaint under
section 35 of the Consumer Protection Act has
been drafted by my counsel under my instruction
and the contents of the same are true and
correct to my knowledge and the same has been

read over to me in my vernacular and the same
are true and correct.



(11)

3. That the content of the accompanying complaint have not been repeated here for the sake of brevity and the same may be read as part and parcel of the affidavit.



VERIFICATION

02 MAY 2022

Verified at Delhi on this day of April 2022 that the contents of the above affidavit are true and correct to my knowledge and nothing material has been concealed therefrom.

I identified the deponent who has
Signed/put in my presence.



02 MAY 2022

DEPONENT
Shri/Shri
S/o W/o
Identified
has solemnly stated before me
on...
that the contents of the affidavit
have been read and I am satisfied
true and correct to this & knowledge
Notary Public

YR



27 27

Claim Manager

12

ITIC insurance comp. Delhi

Sub - M&M Scorpio car नोट के claim निष्पत्ति

Mr. Devender Kumar & Iqbal Singh.

addl. - Village Rasulpur Tahsil Meerut UP

George Blodgett at age 43 years

ଟ୍ରେଟ ଅନ୍ତର୍ଜାଲ ଟ୍ରେନ୍ ପାଇସ୍ ଟ୍ରେନ୍ Transport ଜୋକ୍

2016-17 M&M scorpio Model - 2016.

colour white Reg. U.P. dra

shoorum partapur Meerut 27 May 2016 # 3191

After 5 years he will off his car loan with
Finance & he will 5 years to pay & permanent
will 23500/- car no engine no. WCG4C17927

Chassis No. MAITA2W0XG2C33041 आ इस car की सीरीज़

July 2010 की Rakhi Tyagi S/ Leela Pat Tyagi

Add. - A-8 3rd floor Dernawal Nagar Delhi - 9. # 900000

- Second hand sale करीवी थी उन्हींने मुझे कहा कि या यह उसके लिये car का बहु चलांग था और 32 की service की रही करीवी थे तभी उन्होंना car की

original key use of the RC insurance

and other paper of ~~the~~ at 21 car 6/12/20 ~~21~~

7/12/20 के बीच Time 8.30pm to 9:AM के बीच होती है बाबी ग.रामी T.I.R. Rahul Jaggi ji के regard to

(13)

माली जी द्यज्ज कराउ दे और insurance comp. में 100
 लोरी का claim करने दें किसाहै claim की काशिताहि
 लक्ष्य नहीं है अहूं claim Rahul Tyagi ji के नाम से
 किसा जीय डिपोर्ट मुद्दों की Problem नहीं है और
 उन्हीं कानूनी कार्यवाही नहीं करता।
 मैं उपर्युक्त व्यापक Rahul Tyagi ji के लिए रहा हूं
 उपर लिखे लगाए जाने वाले और भूले जी भूले
 और साथ है

प्रथम लेखन

Rahul Tyagi

Rahul

22/1/21

दिनांक
 23/11/2021

9411422021

Ref. No. **S. No. 533**

Date **19/12/2022**

T **ewal Nager**
D **209**
R

lodged on **19/12/2022**

Under Policy No. **PISTB20283**

With reference to your claim for loss of vehicle No. **PISTB20283** due to theft under the above mentioned policy, you are required to send the following (tick marked) document at your earliest.

<input checked="" type="checkbox"/> Claim Form with the entire relevant column filled and duly signed by the Insured, in case of corporate company with corporate seal, authorisation letter.
<input checked="" type="checkbox"/> Self attested Current Photographs, Address Proof, ID Proof.
<input checked="" type="checkbox"/> Self attested Photocopy of PAN Number of Insured
<input checked="" type="checkbox"/> Original Policy copy and Previce Police Copy
<input checked="" type="checkbox"/> Intimation to RTO duly acknowledge by them Paper
<input checked="" type="checkbox"/> Original FIR Copy
<input checked="" type="checkbox"/> PCR'100 number details, if 'PCR called and delay in FIR
<input checked="" type="checkbox"/> From 28, 29, 30..... (all original) duly signed by the Insured
<input checked="" type="checkbox"/> Intimation to the Bank/Financial Institute/NBFC, if the vehicle is hypothecated. Form No 35 in duplicate (all original) duly signed by the Insured and Bank/Financial Institute/NBFC along with NOC to RTO and Insurance Company, NON REPO + LOAN ACCOUNT STATEMENT Paper
<input checked="" type="checkbox"/> Purchase Invoice of Vehicle, Vehicle Service Record Paper
<input checked="" type="checkbox"/> Indemnity duly signed by the Insured and payable amount match with the IDV-after compulsory deduction-voluntary deduction (if opted) N/A
<input checked="" type="checkbox"/> Statement of Driver / Witness confirming loss of vehicle due to theft
<input checked="" type="checkbox"/> Original RC, if lost from No. 26 in duplicate duly signed by the insured with RTO confirmation (FOP/Particulars)
<input checked="" type="checkbox"/> Final Untrace Report (US 173 Court Final report) with translated copy in Hindi/English Paper
<input checked="" type="checkbox"/> 1+1 Keys, if lost From declaration from the Insured/FIR starting the loss of key Paper
<input checked="" type="checkbox"/> Cancel Cheque and Pass Book Photocopy Paper

We would like to inform you that in the absence of the above mentioned document, the insurer would be unable to process your claim, which you would appreciate.

Hence, we request you to kindly submit the above tick marked documents to enable to process the claim.

We remain committed to serve you at all times.



Subject: Claim status notification

Dear Customer,

This is with reference to the claim no. MOT10499638 lodged with us against PRIVATE-CAR package policy no. 3001/1997/7295/00/000 with vehicle registration no. UP-15-BZ-0083. After scrutinizing the documents submitted and further surveying the facts of the claim, we regret we are unable to honor the claim for due to the below mentioned reasons:

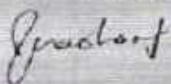
It has been noted that the insured vehicle has been sold to Mr. Ms. RAHUL TYAGI, but there has been no transfer of ownership in the RC. This constitutes to violation of policy terms & conditions and section 157 of MV Act, 1988 which states "The person in whose favour the certificate of Insurance has been issued in accordance with Motor Vehicles Act 1988, transfers to another person the ownership of the Motor Vehicle in respect of which such insurance was taken together with the policy, described in the certificate shall have to transfer the policy in favour of the person to whom the motor vehicle was transferred within 14 days from the date of transfer in the prescribed form to the insurer for making necessary changes".

In the circumstance, you are therefore, informed that the above captioned claim as made by you hereby stands as "Rejected".

For resolution or any query or grievance, you may contact the respective branch office of the company or call at 1800 2666 or write to us at customersupport@icilombard.com.

Sincerely,

For ICICI Lombard General Insurance Company Ltd.



Authorised Signatory

ICICI Lombard General Insurance Company Limited

DLA Reg. No. 116

Mailing Address:

ICICI Lombard General Insurance

Company Limited

Surface Building No. 16, 601 - 602, 6th Floor
New Link Road, Matka (Ward), Mumbai - 400 026

CIN: L67200MH20006PCL129405

Registered Office

ICICI Lombard House, 414,

Veer Savarkar Marg

Near Siddhivinayak Temple,

Pashan, Mumbai - 400 026

Toll Free No. 1800 2666

Alternate No. 022 22616 (charged)

Email: customersupport@icilombard.com

Website: www.icilombard.com

FIRST INFORMATION REPORT
(Under Section 154 Cr P.C.)

(प्रभाग 154 के प्रतिक्रिया प्रक्रिया के अनुसार)

1. District (ज़िला): Crime Branch, P.S. (प्रभाग), e-Police Station Year (वर्ष): 2020 FIR No (क्र. नं. नं.): 031678 Date: 07/12/2020
Delhi (MODEL TOWN)

2. Act(s) (कानूनों): Section(s) (भागों):
IPC 1860 379

3. Occurrence of Offence (अपराध की पट्टाय):

(a) Day (दिन): INTERVENING DAY Date From (टिनाये की): 06/12/2020 Date To (टिनाये तक): 07/12/2020
Time Period (समय अवधि): Time From (समय से): 20:30 hrs Time To (समय तक): 06:00 hrs
(b) Information received at P.S (प्रभाग वहाँ सूचना पास हुई): Date (टिनाये): 07/12/2020 Time (समय): 00:00 hrs
(c) General Diary Reference (सोचनामस्थान संदर्भ): Entry No. (परिचय नं.): 12A Date/Time (टिनाये/समय): 00:00 hrs

4. Type of Information (प्रधान का प्रकार): Through web application

5. Place of Occurrence (उपस्थिति स्थान):

(a) Direction and Distance from P.S (प्रभाग से दूरी और दिशा): Beat No (प्रीट नं.):

(b) Address (पता): IN FRONT OF A-8, DERAWAL NAGAR, DELHI

(c) In case, Outside the limit of the Police Station (प्रभाग कानूनी क्षेत्र के बाहर है):

Name of P.S (प्रभाग का नाम): District (ज़िला):

6. Complainant / Informant (दिजावतकर्ता/सूचनाकर्ता):

(a) Name (नाम): RAHUL TYAG (S/O) SH. LEELAPAT TYAGI

(b) Date/Year of Birth (जन्म दिन/वर्ष):

Nationality (जातीयता): INDIA

(c) Passport No. (पासपोर्ट नं.): Not Available

Date of Issue (वार्ती कराने की तिथि):

Place of Issue (वार्ती कराने का स्थान):

NOT AVAILABLE

(d) Occupation (व्यवसाय):

(e) Address (पता): A-8, DERAWAL NAGAR, DELHI, MODEL TOWN, NORTH WEST, DELHI, INDIA
9971606026, RTYAGI124@GMAIL.COM

7. Details of Known/Suspect/Unknown accused with full particulars (attach separate sheet if necessary) (जानकारी दिलाया जाना चाहिए यदि आवश्यक हो):
का दूरी विवरण सहित वर्णन): NOT KNOWN

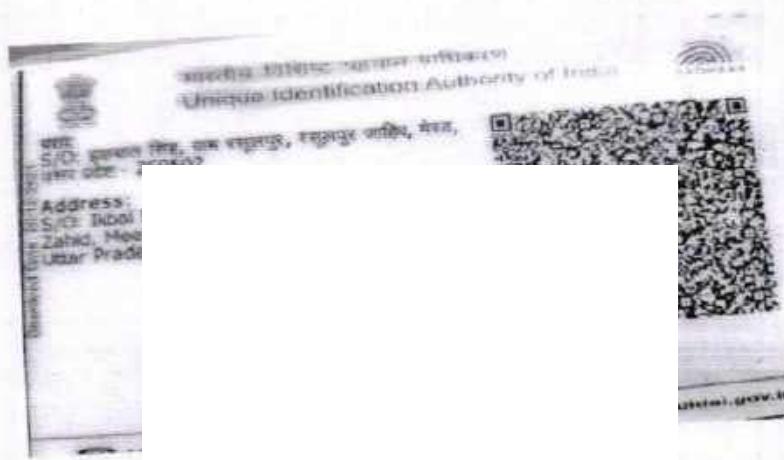
8. Reason for delay in reporting by the complainant/informant (दिजावतकर्ता/सूचनाकर्ता द्वारा लिया गया दोषी से दर्द कराने के कारण):

NO DELAY

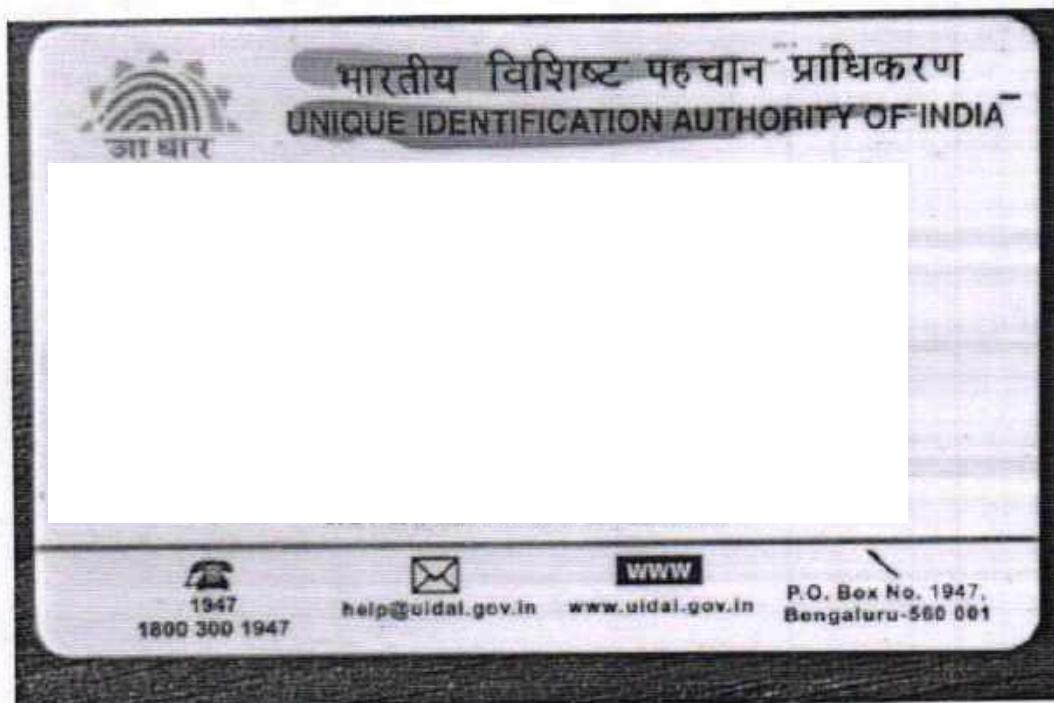
9. Particulars of the properties stolen/involved (attach separate sheet if necessary):

S.I.No. (क्र. सं.)	Property Type (Description)	Est. Value (Rs.) (मूल्य (₹ में))
1	(MOTOR CAR(LMV) MAHINDRA & MAHINDRA LIMITED/SCORPIO/UP15BZ0083/WCG4C17927/NA1TA2WCXG2CJ30 44/DIAMOND WHITE)	

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(18)



Customer Name Address	MR DEVENDER	Policy No	3601139797295/00-000
Telephone No	Mobile No. 9377600095	Period of Insurance	May 26, 2020 00:00:00 Midnight of May 26, 2021
Email Address	RTVAG124@GMAIL.COM	E Policy No	
Nominee Name	Rahul Tyagi	Policy Issued On	May 26, 2020
Relationship	Brother	Certificate No	199787755
Age	27	RTO Location	UTTAR PRADESH-MEERUT
GSTIN Number (Customer)		Hypothesized To	
Servicing Branch Name	Mumbai	Invoice Number	100520493866
Servicing Branch Address	414, ICICILOMBARD HOUSE, VEER SAVARKAR MARG, NEAR SIDDHI VINAYAK TEMPLE, MAIN GATE, PRABHADEVI, MUMBAI, 400025, MAHARASHTRA		

Registration No	Model	By	CC/KW	Mfg Yr	Seating Capacity	Chassis No.	Engine No
				1997	2016	G2C13044	401179
Electronic Accessories				CNG/LPG Unit		Total IDV	
(7)				(7)		170000	
0				0		770000	

Premium Details

OWN DAMAGE(A)	(₹)	LIABILITY(B)	(₹)
Basic OD Premium	9184	Basic Third Party Liability	7890
Zero Depreciation (ZD)	6530	Total	7630
Sub Total	16114	Add:	
Less:		Legal Liability to Paid Driver	
No Claim Bonus 25%	2296	PA Cover for Owner Driver	
Sub-Total Deductions	2296	Unlimited PA Cover for 7 Persons of ₹ 50000 each	175
Total Own Damage Premium(A)	13818	Sub-Total	556
		Total Liability Premium(B)	145
		Total Package Premium(A+B)	22258
		IGST	12
		Total Tax Payable in ₹	4096
		Total Premium Payable in ₹	28164

Geographical Area: India
Compulsory Deductible: ₹ 2000

Applicable IMT Clauses: 16, 28, 22
Voluntary Deductible: ₹ 0

Features of Add-on Covers:

1. Zero Depreciation Coverage: Zero Depreciation covers only the depreciation on the replaced parts. Consumables and HydroStatic Lock are not covered under Zero Depreciation unless opted as separate add-on.

Premium Collection No.	1113231006	Premium Amount	₹ 26264	Receipt Date	28-05-2020
GSTIN Reg. No.	ZTAAC17804G12H	HSN/SAC code	9971 / GENERAL INSURANCE SERVICES		

Limits of Liability: (a) Under Section II (N) of the policy: Death of or bodily injury - Such amount as is necessary to meet the requirements of the Motor Vehicles Act 1988. (b) Under Section III (N) of the policy: Damage to Third Party Property ₹ 750000/-, PA Cover for Owner/Driver under Section III, CSI ₹ 150000/-, Limitations as to Use: The Policy covers use of the vehicle for any purpose other than, Hire or Reward, Carriage of goods (other than samples of personal luggage), Organised racing, Pace Making, Reliability trials or Speed testing, any purpose in connection with Motor Trade, Driver's Clause: Any person including the insured. Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learners license may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989. Important Notice: The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate, in order to comply with the Motor Vehicle Act, 1988 is recoverable from the insured. See the clause headed "A VOWDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For Legal Interpretation, English version will hold good. Disclaimer: Please visit www.icicilombard.com for the policy wordings, for complete details on terms and conditions governing the coverage and NCB. This document is to be read with the policy wordings. The policy is void subject to re-allocation of premium. We accept premium only via legally recognized modes. In case of discrepancy in premium cheques, the company shall not be liable under the policy and the policy shall be void ab initio. In case of any discrepancy with respect to the policy, please revert within 15 days from the policy start date. This policy is underwritten on the basis of the information provided by you and as detailed in the Risk Assumption Letter shared with you along with the policy. On renewal, the benefits provided under the policy and terms and conditions of the policy including premium rate may be subject to change. **Grievance Redressal:** For resolution of any query or grievance you may contact us on our toll free no. 1800 2666 0000, or visit any of our branch offices. You can also write to us at customersupport@icicilombard.com. For detailed grievance redressal, please visit the "Grievance Redressal" section on our website www.icicilombard.com.

I/We hereby certify that the Policy to which this Certificate relates, as well as this Certificate of Insurance are issued in accordance with the provisions of Chapter X and Chapter XI of Motor Vehicles Act, 1988. In witness whereof, this Policy has been signed at Mumbai on this date of May 26, 2020 in the presence of M. Vihai stamp date of 05.05.2020 and vide docket no. GSD3562/02011872020 dated May 17, 2020.

Policy Issuing Office: ICICI Lombard General Insurance Company Limited, ICICI LOMBARD HOUSE, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Mumbai, 400 025.

Warranted that the insured named hereunder/owner of the vehicle holds a valid Pollution Under Control (PUC) Certificate and/or valid fitness certificate, as applicable, in the date of commencement of the Policy and undertakes to renew and maintain a valid and effective PUC and/or fitness Certificate, as applicable, during the continuation of the Policy. Further, the Company reserves the right to take appropriate action in case of any discrepancy in the PUC or fitness certificate.

In case of a claim, you may contact us at ICICI Lombard General Insurance Company Limited on the Toll Free Number 1800 2666 0000 / Chkd0000818899227601 or SMS POLCLAIM to 57274.

Mailing Address: ICICI Lombard General Insurance Company Limited, Infotek Building No. 16, GSI - 4002, 9th Floor, New Link Road, Mahal (Ward), Mumbai - 400 024.

Registered Office Address: ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Mumbai - 400 025.

CIN: U5720M2002PLC129408



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IN THE COURT OF District Court Consumer Dispute Redressal Forum, Salim Ali Bagh New Delhi
Suit / Appeal No. JURISDICTION OF 2022

Plaintiff / Appellant / Petitioner / Complainant

VERSUS
ICICI Lombard Gen. Ins. Co. Ltd. Defendant / Respondent / Accused
KNOW ALL to whom these present shall come that I/We file the Complaint

The abovenamed _____



email

(herein after called the advocate/s) to be my/our Advocate in the above-noted case authorize him :-

To act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High court subject to payment of fees separately for each court by me/us.

To sign file, verify and present pleadings, Appeals cross-objections or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as my be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage.

To file and take back documents, to admit and / or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

The deposit, draw and receive money, cheques, case and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.

And I/We undertake that I/We or my/our duly authorise agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate, which he shall receive and retain for himself.

And I/We undersigned do hereby agree that in the event of the whole or part of fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above court. I/We hereby agree that once the fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 year the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these present the contents of which have been understood by me/us on this-day of-2022.

Accepted subject to the terms of the fees.

Advocate

Client

Client