

IN THE MATTER OF:

Versus

ICICI Lombard General Ins. Co. Ltd.

....Respondent

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COMPLAINANT

Through

Email: _____

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.

R/O, A-9, 3rd FLOOR, Dewar
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

**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 Repot, 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.

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.

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.

→ daly asme (7)
Rahy.

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

→ daly asme
Rahy.

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 _____ years,
Delhi 110009 do
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



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.

Rahul
DEPONENT

VERIFICATION

Verified at Delhi on 02 MAY 2022 day of April h 2022 that the contents of the above affidavit are true and correct to my knowledge and nothing material has been concealed therefrom.

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

02 MAY 2022



CERTIFIED THAT THE DEPONENT
Shri/Smt./M...
S/o W/o...
Identified to me as being the person who has solemnly affirmed the contents of the affidavit and that the contents of the affidavit have been read & explained to him/her and are true and correct to this & I have signed my name as Notary Public.

Signature
Notary Public

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Rahul
DEPONENT

**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.
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.

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

Verified at Delhi on this 02 MAY 2022 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



CERTIFIED THAT THE DEPONENT
Shri/Smt. ...
S/o Y ...
Identified by ...
has solemnly affirmed before me ...
on ...
that the contents of the affidavit which
have been read & explained to me are
true and correct to this & knowledge
Notary Public

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दिनांक है।

Claim Manager-

IIIC Insurance Comp. Delhi

(12)

Sub - M&M Scorpio car चोरी से claim के लिए

मो: से Devender Kumar S/ Iktal Singh.

Add - Village Rasulpur Tahsil Meerut UP.

स्थिति बीमार है मो: age 43 years है

गैर अपना खुद का काम Transport का है

मेरी एक गाड़ी M&M Scorpio Model - 2016.

colour white Reg. UP,

"dra

showroom Parkpur Meerut से May 2016 में अग्रे

जाम से Loan पर खरीदी थी जिसका Loan M&M
finance से है जिसकी 5 years की किस्त है per month

Kist 23500 है car का engine NO. WCG4C17927

chassis NO. MAITARWCXG2C33044 था इस car को मेरा

या और service भी ले जाता था मैंने इस car को

20 July 2019 को Rahul Tyagi S/ Leekpat Tyagi

Add - A-8 3rd floor Deraawal nagar Delhi - 9. मो 900000

- Second hand sale करायी थी उन्होंने मुझे cash दिया

था उससे साथ car को वही चलाते थे और उसकी

service भी वही करते थे मैंने उनको car की

ये original key use की हुई RC insurance

and other paper दे दिये थे गैर car 6/12/20 से

7/12/20 के बीच Time 8.30 PM to 9 AM के बीच चोरी

हो गयी व इसकी FIR. Rahul Tyagi ji ने मोबाइल से

श्रीने ने दायर करा है और insurance comp. ने claim (13)
लेरी का claim करने का काम है claim की कार्यवाही
लरी कर रहे हैं यह claim Rahul गुप्ता जी के नाम से
किया जाये जिसमें मुझे कोई problem नहीं है और
मेरे कोई काबू की कार्यवाही नहीं करनी
मेरे अपने बयान Rahul गुप्ता जी से लिखवा रहा हूँ
उपर लिखे बयान देने पड़े और मुझे जो भी
और सत्य है

बयान लेखक

Rahul गुप्ता

Rahul

22/1/21

देवेन्द्र गुप्ता

22/1/21

9411487081

Ref. No.

S.No. **533**

Date

19/12/2022

T
D
R

ewal Nagar
029

lodged on 7/12/2022

Under Policy No.

With reference to your claim for loss of vehicle No. **UP15B20283** 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 Pending
<input checked="" type="checkbox"/>	Original FIR Copy
<input checked="" type="checkbox"/>	PCR 100 number details, it 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 Pending
<input checked="" type="checkbox"/>	Purchase Invoice of Vehicle, Vehicle Service Record Pending
<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) Thief
<input checked="" type="checkbox"/>	Final Untrace Report (US 173 Court Final report) with translated copy in Hindi/English Pending
<input checked="" type="checkbox"/>	1+1 Keys, if lost From declaration from the Insured/FIR starting the loss of key Pending
<input checked="" type="checkbox"/>	1 Cancel Cheque and Pass Book Photocopy Pending

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. 3001/199797295/00/000 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@icicilombard.com.

Sincerely,

For ICICI Lombard General Insurance Company Ltd.

Authorised Signatory

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 315

Mailing Address:

ICICI Lombard General Insurance
Company Limited

Interpace Building No. 16, D-1/502, 8th Floor
New Link Road Malad (West) Mumbai - 400 064

CIN: L67200MH2000PLC129405

Registered Office:

ICICI Lombard House, 414,
Veer Savarkar Marg

Near Shivaji Vastak Temple,
Prabhadevi, Mumbai - 400 025

Toll free No.: 1800 2666

Alternate No.: 86552 22666 (chargeable)

Email: customersupport@icicilombard.com


Website: www.icicilombard.com


FIRST INFORMATION REPORT


(Under Section 154 Cr.P.C.)


(धारा 154 दंड प्रक्रिया संहिता के तहत)

1. District (ज़िला): Crime Branch, P.S. (थाना): e-Police Station Year(वर्ष): 2020 FIR No.(प्र.सं.सं.): 031678 Date: 07/12/2020
(MODEL TOWN)
2. Act(s) (अभिक्रिया): Section(s) (धारा(ए)): IPC 1860 379
3. Occurrence of Offence (अपराध की घटना):
(a) Day(दिन): INTERVENING DAY Date From(दिनांक से): 06/12/2020 Date To(दिनांक तक): 07/12/2020
Time Period (समय अवधि): Time From (समय से): 20:30 hrs Time To (समय तक): 08:00 hrs
(b) Information received at P.S. (थाना जहाँ सूचना प्राप्त हुई): Date(दिनांक): 07/12/2020 Time (समय): 00:00 hrs
(c) General Diary Reference (रोजानामा संदर्भ): Entry No.(प्रविष्टि सं.): 12A Date/Time(दिनांक/समय): 00:00 hrs
4. Type of Information (सूचना का प्रकार): Through web application
5. Place of Occurrence (घटनास्थल):
(a) Direction and Distance from P.S. (थाना से दूरी और दिशा): Beat No(बीट नं.):
(b) Address(पता): IN FRONT OF A-8, DERAWAL NAGAR, DELHI
(c) In case, Outside the limit of the Police Station (यदि थाना सीमा के बाहर है):
Name of P.S.(थाना का नाम): District(ज़िला):
6. Complainant / Informant (द्विजानकारी/सूचनाकर्ता):
(a) Name(नाम): RAHUL TYAGI (S/O) SH. LEELAPAT TYAGI
(b) Date/Year of Birth (जन्म तिथि/वर्ष): Nationality (राष्ट्रियता): INDIA
(c) Passport No.(पासपोर्ट नं.): Not Available Date of Issue (जारी करने की तिथि): Place of Issue (जारी करने का स्थान): NOT AVAILABLE
(d) Occupation (व्यवसाय):
(e) Address(पता): A-8, DERAWAL NAGAR, DELHI, MODEL TOWN, NORTH WEST DELHI, INDIA.
9971600036: RTYAGI124@GMAIL.COM
7. Details of Known/Suspect/Unknown accused with full particulars (attach separate sheet if necessary) (अज्ञात/संदिग्ध/अज्ञात अपिष्टक का पूरा विवरण सहित वर्णन): NOT KNOWN
8. Reason for delay in reporting by the complainant/informant (द्विजानकारी/सूचनाकर्ता द्वारा रिपोर्ट देरी से दर्ज कराने के कारण): NO DELAY
9. Particulars of the properties stolen/involved (attach separate sheet if necessary):
Sl.No. (सं.सं.) Property Type(Description) Est. Value(Rs.) (मूल्य (₹ में))
1 (MOTOR CAR(LMV) MAHINDRA 8 MAHINDRA LIMITED/SCORPIO-UP15BZ0083/WCG4C17927/MA1TA2WCXG2C330 44/DIAMOND WHITE)

 भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

 1947
1800 300 1947

 help@uidai.gov.in

 www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

 भारत सरकार
GOVERNMENT OF INDIA

7/1992



मेरा आधार, मेरी पहचान

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Insured Name	MR DEVENDER	Policy No	3601/199797295/00/000
Address	[REDACTED]		
Telephone No		Mobile No.	9971600095
Email Address	RTYAD124@GMAIL.COM	Period of Insurance	May 28, 2020 00:00 To Midnight of May 28, 2021
Nominee Name	Rahul Tyagi	E Policy No	
Relationship	Brother	Policy Issued On	May 28, 2020
Age	27	Covernote No	199797295
GSTIN Number (Customer)		RTO Location	UTTAR PRADESH-MEERUT
Servicing Branch Name	Mumbai	Hypothecated To	
		Invoice Number	100520493866
Servicing Branch Address	414, ICICI LOMBARD HOUSE, VEER SAVARKAR MARG, NEAR SIDDHI VINAYAK TEMPLE MAIN GATE, PRABHADEVI, MUMBAI 400025, MAHARASHTRA		

Registration No.	Make	Model	CC/KW	Mfg Yr	Seating Capacity	Chassis No	Engine No
[REDACTED]	[REDACTED]	[REDACTED]	1897	2015	7	G2C13044	4C1121
Electronic Accessories (₹)			CNG / LPG Unit (₹)			Total IDV (₹)	
0			0			770000	

OWN DAMAGE(A)		(₹)	LIABILITY(B)		(₹)
Basic OD Premium		9194	Basic Third Party Liability		7690
Zero Depreciation (ZD)		6930	Total		7690
Sub Total		16114	Add:		
Less:			Legal Liability to Paid Driver		170
No Claim Bonus 25%		2296	PA Cover for Owner Driver		170
Sub-Total Deductions		2296	Unnamed PA Cover for 7 Persons of ₹ 50000 each		550
Total Own Damage Premium(A)		13818	Sub-Total		846
			Total Liability Premium(B)		846
			Total Package Premium(A+B)		22286
			GST	%	12
				₹	4006.44
			Total Tax Payable in ₹		4006
			Total Premium Payable In ₹		26292

Geographical Area: India	Applicable IMF Clauses: 16, 28, 22
Compulsory Deductible: ₹ 2000	Voluntary Deductible: ₹ 0

Features of Add-on Covers:
 * 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	₹ 26292	Receipt Date	28-05-2020
GSTIN Reg No	27AAAC17564G1Z4	HSN/SAC code	9971 / GENERAL INSURANCE SERVICES		

Limits of Liability: (a) Under Section II(4) 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 II(4)(a) of the policy: Damage to Third Party Property ₹ 750000/-; PA Cover for Owner-Driver under Section III: CSI ₹ 1500000/- **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 learner's 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 "AVOIDANCE 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 valid subject to realization of claims. We accept premium only via legally recognized modes. In case of dishonour of premium cheque, 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 the 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, or visit any of our branch offices. You can also write to us at customersupport@icicilombard.com. For detailed grievance redressal mechanism 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 Vehicle Act, 1988. In witness whereof, this Policy has been signed at Mumbai on this date of May 28, 2020 in two (2) counterparts. One (1) copy of this Policy is being retained by the Company and the other copy is being handed over to the insured. This stamp duty of ₹ 5/- paid vide document no. GSD356202011472020 dated Mar 17, 2020.

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

Warranted that the insured named hereinowner of the vehicle holds a valid Pollution Under Control (PUC) Certificate, and/or valid fitness certificate, as applicable, for the use of commencement of the Policy and undertakes to renew and maintain a valid and effective PUC and/or fitness Certificate, as applicable, during the subsistence 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, immediately notify ICICI Lombard General Insurance Company Limited on the Toll Free Number 1800 2666 / (Chargeshare) 8699 227666 or SMS "POLICY" to 573734

Mailing Address: ICICI Lombard General Insurance Company Limited, ICICI Lombard House Building No. 14, 601 / 602, 61 Floor, New Link Road, Malad (West), Mumbai - 400 064

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

CIN: L67201MH0000PLC1234567

INSURANCE POLICY



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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 / Respt. / Accused
KNOW ALL to whom these present shall come that I/We file the Complaint

The above named _____



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 may 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 authorised 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 of 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 WHERE OF 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.

[Signature]
Advocate

Client
[Signature]

Client
[Signature]