

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
District Judge Gordon P. Gallagher

Civil Action No. 25-cv-00900-GPG-STV

DHANESH RANJITKAR, and
NIRMALA RANJITAKR,

Plaintiffs,

v.

OWNERS INSURANCE COMPANY,

Defendant.

ORDER

Before the Court is Defendant's Motion for Summary Judgment (D. 25). The Court GRANTS the motion for the following reasons.

I. FACTS

This civil action arises from an insurance coverage dispute.¹ Plaintiffs Dhanesh and Nirmala Ranjitkar are the named insureds on a Homeowners Insurance Policy (the Policy) issued by Defendant Owners Insurance Company for a period of December 5, 2022, through December 5, 2023 (D. 25 at ¶ 2).

In relevant part, the Policy provides that in the event of a loss to covered property, Plaintiffs were required to "protect the property from further damage or loss; make reasonable and necessary

¹ The Court draws the operative facts from Defendant's Statement of Undisputed Material Facts (D. 25 at 2–9). The Court finds the following facts undisputed for the purposes of deciding the motion. Relevant information supported by admissible evidence from Plaintiff's Statement of Additional Undisputed Facts (D. 31 at 4–5) is discussed in the Analysis section below.

temporary repairs; and keep records of the cost” as well as send to Defendant “a proof of loss signed and sworn to” within 60 days (*id.* at ¶ 3). Defendant agreed to “pay the full cost to repair or replace the damaged part of [] covered property,” or, in the alternative, Plaintiff could choose to make an “actual cash value claim for loss or damage to property” and then make further claims for repair or replacement costs (*id.* at ¶ 4). To receive payment on further claims for repair or replacement costs, Plaintiff had to complete repairs and replacements within two years (*id.*). In any event of loss, if Plaintiff did not repair or replace the damaged covered property, Defendant would only pay the “actual cash value of the property at the time of loss” (*id.*). Defendant agreed to distribute any owed payments “within 60 days after we receive your proof of loss and all other requested documents and the amount of loss is finally determined by an agreement between you and us, a court judgment or an appraisal award” (*id.* at ¶ 7).

Plaintiffs Dhanesh and Nirmala Ranjitkar claim that the Property incurred hail and wind damage on or around May 10, 2023 (D. 25 at ¶ 1). Plaintiffs did not maintain, repair, inspect, or replace the roof of the Property or make any repairs to the Property after the date of loss, May 10, 2023 (*id.* at ¶ 5–6). Plaintiffs reported the Property loss to Defendant on May 18, 2023 (*id.* at ¶ 12). Defendant requested Proof of Loss and Records on May 19, 2023 (*id.* at ¶ 8). Plaintiffs did not provide Defendant with the sworn and executed Proof of Loss (*id.* at ¶ 9). Defendant also advised Plaintiffs of a property inspection by Catastrophe Specialist, Inc. (Catastrophe) (*id.* at ¶ 10). On May 27, 2023, Catastrophe inspected the Property (*id.* at ¶ 14). Between June to October 2023, Defendant issued Plaintiffs actual cash value payments totaling \$6,855.62 (*id.* at ¶¶ 15–17).

On January 22, 2024, Defendant requested clarification regarding issues of Plaintiffs’ claim (*id.* at ¶ 21). On June 26, 2024, Defendant issued a supplemental actual cash value check totaling

\$6,132.78 (*id.* at ¶ 23). On December 17, 2024, Defendant emailed Plaintiffs of its determination that a full roof replacement was unwarranted (*id.* at ¶ 24).

Plaintiffs bring claims for breach of contract; bad faith; and unreasonable delay and denial of benefits under C.R.S. §§ 10-3-1115, 1116 (D. 4).

II. LEGAL STANDARD

Summary judgment is appropriate when “the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). The Court must consider the factual record and reasonable inferences based on said record “in the light most favorable to the non-moving party.” *Utah Lighthouse Ministry v. Found. for Apologetic Info. & Research*, 527 F.3d 1045, 1050 (10th Cir. 2008). The moving party bears the burden of demonstrating that no genuine issue of material fact exists. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323–24 (1986). A genuine issue of material fact exists if a reasonable jury could return a verdict for the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). “Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment.” *Id.* If the moving party meets this burden, the opposing party must go beyond the pleadings and designate evidence showing there is a genuine triable issue. *Celotex*, 477 U.S. at 323–24. Ultimately, the Court’s inquiry on summary judgment is whether the facts and evidence identified by the parties present “a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.” *Anderson*, 477 U.S. at 251-52. “[Q]uestions of intent, which involve intangible factors including witness creditability, are matters for consideration of the fact finder after a full trial.” *Prochaska v. Marcoux*, 632 F.2d 848, 851 (10th Cir. 1980).

III. ANALYSIS

A. Breach of Contract

Defendant is entitled to summary judgment because Plaintiffs have failed to establish their entitlement to recover under the terms of the Policy. Under Colorado law,² a plaintiff suing for breach of contract must establish (1) the existence of a contract, (2) the plaintiff's performance of the contract or justification for nonperformance, (3) the defendant's failure to perform the contract, and (4) the plaintiff's damages as a result of the defendant's failure to perform the contract. *Univ. of Denver v. Doe*, 547 P.3d 1129, 1139 (Colo. 2024).

It is undisputed that Plaintiffs never submitted a signed Proof of Loss, despite Defendant's request, and that the contract states Defendant will pay after a signed Proof of Loss is received (D. 25 at ¶¶ 7, 9). Therefore, Defendant has shown that Plaintiffs did not satisfy the conditions triggering its performance, and thus, no reasonable jury could find that Defendant breached by failing to pay Plaintiffs benefits.

Plaintiffs argue that "Defendant waived strict compliance with the proof of loss and repair completion conditions by engaging in years of substantive claim handling—by issuing four separate payments, reviewing contractor supplemental estimate, and conducting detailed claim and coverage correspondence—without conditioning continued claim handling on those requirements" (D. 31 at 8). "It is well-settled that a party may waive a provision that was included in a contract for that party's sole benefit." *Avicanna Inc. v. Mewhinney*, 487 P.3d 1110, 1114 (Colo. App. 2019). Here, Plaintiffs have not argued or established that the proof of loss and repair completion

² A federal court sitting in diversity jurisdiction pursuant to 28 U.S.C. § 1332 applies the substantive law of the forum state. *Barrett v. Tallon*, 30 F.3d 1296, 1300 (10th Cir. 1994).

conditions were included in the contract solely for Defendant's benefit. *See id.* (declaring that the party arguing waiver must demonstrate that the clause was intended to benefit the waiving party alone). Therefore, Plaintiffs' waiver argument fails.

B. Common Law and Statutory Bad Faith

Because Plaintiffs have failed to establish they are entitled to benefits owed under the Policy, both their common law and statutory bad faith claims necessarily fail. "Colorado courts have consistently found that where no benefits are owed under the policy, then payment of benefits cannot, as a matter of law, have been unreasonably delayed to the insured or denied by the insurer." *Garrison Prop. & Cas. Ins. Co. v. Horton*, No. 25-1113, 2026 WL 819491, at *5 (10th Cir. Mar. 25, 2026) (listing cases). "In other words, without a breach, there is no bad faith breach." *Id.* (internal quotation marks and citations omitted).

IV. CONCLUSION

Accordingly, Defendant's Motion for Summary Judgment (D. 25) is GRANTED. It is FURTHER ORDERED the Clerk of the Court shall close this case.

DATED July 28, 2026.

BY THE COURT:



Gordon P. Gallagher
United States District Judge