

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
SOUTH DELHI
CONSUMER COMPLAINT NO. DC/83/CC/199/2024**

JALALUDDIN

PRESENT ADDRESS - A-149 SANJAY COLONY BHATTI MINES NEW DELHISOUTH, DELHI.
.....Complainant(s)

Versus

TATA AIA LIFE INSURANCE CO.LTD

PRESENT ADDRESS - 14TH FLOOR , TOWER A, PENISULA BUSINESS PARK, SANAPATI
BAPAT MARG, LOWER PAREL, MUMBAI-400013SOUTH, DELHI.

.....Opposite Party(s)

BEFORE:

**MONIKA A. SRIVASTAVA , PRESIDENT
KIRAN KAUSHAL , MEMBER**

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

NEMO

DATED: 08/04/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

Udyog Sadan, C-22 & 23, Qutub Institutional Area

(Behind Qutub Hotel), New Delhi- 110016

Case No.199/2024

Jalaluddin

S/o Late Anil Kumar @ Abdul Zabbar

R/ A-149 Sanjay Colony Bhatti Mines

New Delhi-110074

....Complainant

Versus

TATA AIA Life Insurance Co. Ltd.

Through its CEO/Manager

14th Floor, Tower A, Peninsula Business Park,

Sanapati Bapat Marg, Lower Parel,

Mumbai-400013

....Opposite Party

Date of Institution : 23.07.2024

Date of Order : 08.04.2026

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

Present: Adv. Nizamuddin for complainant.

Adv. Garud M.V for OP.

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ORDER

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Member: Ms. Kiran Kaushal

1. Briefly put, father of the complainant Late Sh. Anil Kumar@ Abdul Jabar during his life timetook life insurance policies from Tata AIA Life Insurance, hereinafter referred to as OP.

2. Currency period of the Life Insurance policies C-267673005 and C-248654344is stated to be from 26.10.2021 to 08.11.2021 and the mode of payment of premium was monthly through ECS mode. The assured sum of policies is Rs.5,77,575/- and Rs.3,46,545/- respectively. It is stated that complainant's father expired due to Corona Pandemic on 14.12.2021 at his native place. Complainant and his family were in deep shock due to untimely death of their beloved one.

3. It is stated that complainant's father had instructed the payment of monthly premium therefore, even after his death two premiums were deducted/debited through ECS from the account of the complainant. After the death of his father, complainant filed for the claim for both the policies along with all relevant documents but complainant was shocked and surprised as the claim was repudiated by OP on the ground that there is, 'mis-match of the photo'.

4. It is further stated that complainant got an email on 30.10.2023 along with an attachment of letter dated 15.12.2022. The said letter was addressed to the late father of the complainant informing that there was disparity in the photographs hence OP was unable to process the application for insurance. It is stated that complainant received the email after the death of his father and states that OP repudiated the claim of the complainant in arbitrary manner with malafide intention.

5. It is further stated that complainant filed a complaint in the office of insurance ombudsman on 04.03.2024 which was rejected stating that complaint is time barred as the complainant had not approached 'the IO within one year of repudiation of the death claim'.

6. Alleging deficiency of service and unfair trade practice, complainant approached this Commission for directions to OP to pay the sum assured of the insurance cover taken by the deceased father of the complainant with interest @24% p.a from the date of repudiation till payment; to pay sum of Rs.2,50,000/- for mental harassment, torture, agony, pain and suffering and to pay sum of Rs.20,000/- towards litigation expenses.

7. OP resisted the complaint stating inter alia that Mr. Anil Kumar hereinafter referred to as insured had taken Tata AIA Life Insurance Fortune Guarantee Plus policy valid from 26.10.2021 to 26.10.2034.

8. It is stated that complainant's father took the said policy online from Policy Bazar. Thereafter, OP appointed an independent investigator to investigate the details of insured. The investigator visited at the given address of insured but could not meet and click the photograph of the insured. After receiving the report from investigator OP tried reaching the insured and gave enough time to the insured to reach back but there was no update from the insured. As the said information is of material importance and has direct impact on the underwriting decision and the

basis of offering terms of this policy, OP vide letter dated 15.12.2022 cancelled the insurance policy of complainant's father on the ground 'disparity in contact details' and refunded the premium amount to the insured.

9. It is next stated that due to printing mistake the policy was repudiated stating 'disparity related to KYC documents in view of mismatch of photo' whereas the actual reason to decline the claim was 'disparity in contact details'.

10. It is stated that complainant's policy was cancelled on 15.12.2022 and OP refunded the premium of Rs.20,900/- on 23.11.2022 to the account holder Sh. Anil Kumar. It is further stated that the insured died on 14.12.2021 and the information regarding death of the insured was given to OP on 02.07.2023 i.e after almost 19 months from the date of death of the insured and after seven months from the date of cancellation of insurance policy.

11. It is further stated that as per the office record of OP, complainant had applied through Policy Bazar for change of mode of payment from N.A.C.H to cash/cheque payment on 10.09.2022 which was allowed by OP vide letter dated 10.02.2022. It is stated that complainant had expired on 14.12.2021 and the request of change of payment mode was done on 10.02.2022 meaning thereby that complainant had played fraud upon OP to gain undue advantage of insurance claim. Instead of informing OP regarding the death of the insured, complainant deliberately applied for change of mode of payment.

12. It is denied that insured had taken only two insurance policies. It is submitted that the insured took three insurance policies and for the two policies ending with no.324 and 005 the policy was declined whereas the third policy ending with number 344 the claim was paid. The first two policies were declined on the ground of disparity found in the contact details of the insured.

13. It is next stated that OP had refunded the entire premium amount received from the insured however, complainant has not mentioned the same in his complaint. It is next stated that as the present case has complicated question of law and facts which involves fraud therefore, this Commission has no jurisdiction to proceed with the present complaint. In this regard reliance is placed on *Oriental Insurance Company Ltd Vs Muni Mahesh Patel* decided by Hon'ble Supreme Court and reported in 2006 (IV) CIV CC 203.

14. In light of the facts stated above, it is prayed that complaint be dismissed as there is no deficiency of service and unfair trade practice on the part of OP.

15. Rejoinder to the written statement to the OP is filed by the complainant wherein it is submitted that the premium of Rs.20,900/- was refunded after the death of complainant's father. It is denied that the claim regarding death of the insured was intimated to OP on 02.07.2023 after nineteen months from the death of the insured and after seven months from the date of cancellation of the insurance policy. It is next stated that complainant did not apply for change mode of payment from N.A.C.H. to cash/cheque on 10.02.2022 rather complainant had made request to stop the ECS payment due to the death of his father.

16. It is further stated that the premium was not deducted from the account of his deceased father rather it was deducted from the account of the complainant. Complainant has further clarified that complainant's father had taken three policies out of which complainant was nominee in two policies and his mother was nominee in the third policy, therefore complainant has approached this commission only with respect to the two policies in which he was the nominee.

17. Evidence and written arguments are filed on behalf of the parties. Submissions made are heard. Material placed on record is perused.

18. Admittedly, Sh. Anil Kumar had taken three policies, the policy numbers of which are as under-

Policy No.1 C210893324.

Policy No.2 C267673005.

Policy No.3 C248654344.

19. Complainant has filed two policy schedules of the policies taken by Sh. Anil Kumar. It is seen that Policy no.2 and 3 are Tata AIA Life Insurance Fortune Guarantee Plus Plans. In policy

number C267673005 (Policy no.2) and C248654344 (Policy No.3) Sh. Jalaluddin Abdul Zabbar (complainant herein) has been named as a Nominee.

20. From the death certificate placed on record, it is noted that complainant's father Sh. Anil Kumar died on 14.12.2021. Date of commencement of the policies in question is 26.10.2021. Complainant has filed a letter dated 15.12.2022 from OP, appended at Page 13 of the complaint wherein it is seen that Policy no.2 was cancelled and made null and void since inception with refund of premium after one year of insured's death. Reason for cancellation of the policy is stated to be , 'disparity related to KYC documents in view of mismatch of Photo'. OP is found to be indulging in unfair trade practice for cancelling the policy of the complainant's father after one year and that too after the death of the insured.

21. OP claims that pursuant to the cancellation of the said policy, OP refunded the premium of Rs.20,900/- on 23.11.2022 in the name of the account holder of Sh. Anil Kumar. However no proof of payment is filed by either party.

22. As regards policy no.3 which was taken by Sh. Anil Kumar from Policy Bazar on 10.11.2021, OP with the written statement has filed letter dated 15.12.2022 cancelling policy no.3 stating '*that basis our internal findings we observed some disparity related to your contact details*' therefore, policy no.3 was cancelled and made null and void since inception with refund of premium. OP has not filed any proof to show that the said letter was ever sent or received by the insured.

23. OP's claim that complainant requested for change of payment mode from N.A.C.H to cash/cheque payment is not sustainable as OP has not filed any request letter made by the complainant for change of payment method and also the fact that the complainant had expired by that time.

24. OP's contention that this Commission has no jurisdiction as the present case has complicated question of law and facts is rejected as this is a fit case to be tried summarily. Documentary Evidence corroborated by the pleadings prove that 'Men may lie but documents don't'.

25. It is seen that OP has cancelled both the policies after one year of commencement of the policies that too after the death of the insured on frivolous ground of disparity related to his contact details. It is seen that OP has arbitrarily cancelled the policies of the insured after one year of his death. OP is found to be totally unjustifiable, unreasonable and indulging in unfair trade practice for denying the rightful claim of the complainant

26. In light of the discussion above, OP is directed to pay the death benefit of Rs.5,77,575/- for policy no.C267673005 and Rs.3,46,545/- for policy no.C248654344 to the complainant after deducting Rs.20,900/- (refunded towards the premium on 23.11.2023) within three months from the date of order failing which OP shall pay the above stated amount with interest @5% p.a till realization.

Parties be provided copy of the judgment as per rules. File be consigned to the record room. Order be uploaded on the website.

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MONIKA A. SRIVASTAVA
PRESIDENT

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KIRAN KAUSHAL
MEMBER