DETAILS	DD	MM	YYYY
DATE OF DISPOSAL	11	06	2026
DATE OF FILING	19	12	2020
DURATION	23	05	05

BEFORE THE CONSUMER DISPUTES REDRESSAL COMMISSION GUJARAT STATE AT AHMEDABAD

COURT NO: 02
APPEAL NO. 99 OF 2021

DR. PRATIK J. PARMAR
AADARASH CLINIC,
101, BHANU DARSHAN Nr. GUNJAN CINEMA,
KOPRALI ROAD, VAPI, Ta.VAPI, DIST. VALSAD

...Appellant
(Original Complainant)

Versus

1. MANAGER, SHRIRAM GENERAL INSU. CO. LTD.
S/6, 2ND FLOOR, SHOPPERS STOP,
Nr. JAY TOWER, IMRN NAGAR, VAPI,
Ta. VAPI, Dist. VALSAD.

2. MANAGER, SHRIRAM GENERAL INSU, CO. LTD.
E/8, RIICO INDUSTRIAL AREA,
SITAPURA, JAIPUR, RAJASTHAN-302 022

...Respondents
(Original Opponents)

CORAM:
Hon'ble, Ms. A. C. Raval, Presiding Member
Hon'ble, Ms. P. R. Shah, Member

APPEARANCE:

Mr. M. K. Dudhiya, Ld. Adv. for the Appellant/Orig. Complainant

Ms. K. S. Pathak, Ld. Adv. for the Respondents/Orig. Opponents

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ORDER BY MS. A. C. RAVAL, PRESIDING MEMBER

1. The present appeal is filed by the Appellant being aggrieved and dissatisfied with the order dated 13.10.2020 passed by the Ld. District Consumer Dispute Redressal Commission, Valsad in Consumer Protection Case No. 114 of 2018.

2. When the matter was called out Ld. Advocate Mr. M. K. Dudhiya for the Appellant and Ld. Advocate Ms. K. S. Pathak for the Respondents remained present.

3. The Appellant is Original Complainant and Respondent is the Original Opponent in the Complaint before the Ld. District Commission and for the sake of convenience parties will be addressed with the same nomenclature.

4. **FACTS**

It is the case of the complainant that the complainant and his wife are doctors by profession and are running dental and cardiac clinic. In order to secure the property of the clinic, they decided to obtain an insurance policy. It is the case of the complainant that one officer of the opponent insurance company, namely Mr. Meenakumar Pillai, suggested that the complainant should take an insurance policy for the clinic from the opponent insurance company. Relying upon the said officer, Mr. Meenakumar Pillai, the complainant obtained an insurance policy from the opponent insurance company bearing Policy No. 10012/11/16/000136 for the period from 14.03.2016 to 13.03.2017 for the sum insured of Rs.1,02,11,000/-. The said policy was thereafter renewed for the period from 14.03.2017 to 13.03.2018 bearing Policy No.10012/11/17/000483 for the same sum insured amount. It is further the case of the complainant that during the subsistence of the policy period, theft and burglary took place in the clinic on 22.11.2017 at about 8:00 p.m. The complainant informed the opponent insurance company on its toll-free number on 23.11.2017 and was advised to lodge FIR. Accordingly, the complainant lodged the FIR before the concerned police station regarding the theft and burglary committed in the clinic premises. Thereafter, the complainant lodged his insurance claim before the opponent insurance company. However, the said claim came to be rejected by the opponent insurance company vide email communication dated 15.02.2018. The claim was rejected on the ground that theft and burglary were not covered under the policy perils and that the policy in question was a "Standard Fire and Special Perils Policy". According to the complainant, after rejection of the claim, the complainant contacted the officer Mr. Meenakumar Pillai through whom the policy was obtained and had a telephonic conversation with him on 26.12.2017. It is alleged that during the said conversation, the officer of the opponent insurance company admitted that the complainant had requested a policy covering theft and burglary but that due to misunderstanding regarding the perils of the policy, the same was not included. Being aggrieved by the repudiation of the claim, the complainant preferred Consumer Complaint No.114 of 2018 before the learned District Consumer Disputes Redressal Commission, Valsad. The learned District Commission, after hearing the parties and considering the material on record, dismissed the complaint vide order dated 13.10.2020. Being dissatisfied and aggrieved by the said order, the original complainant has preferred the present appeal.

5. **ARGUMENTS OF THE APPELLANT**

The learned advocate appearing for the appellant-original complainant argued that the order passed by the learned District Commission is based on conjectures and surmises and is contrary to the settled principles of law and therefore deserves to be quashed and set aside. It is further argued that the learned District Commission failed to consider in its true spirit the recording produced by the complainant containing the conversation between the complainant and Mr. Meena Kumar Pillai. According to the learned advocate for the appellant, the learned District Commission erroneously observed that Mr. Pillai had not specifically admitted the allegations of the complainant regarding obtaining of the policy covering theft and burglary and merely stated that there was some confusion and that there was no intention to breach the trust of the complainant. It is also argued that the learned District Commission failed to consider that the complainant had sent a letter dated 15.03.2018 to the opponent insurance company along with the CD containing the conversation with Mr. Pillai, but the opponent insurance company remained completely silent regarding the said communication and did not disclose what action, if any, was taken against Mr. Pillai. It is further contended that instead of taking action, the said officer was allegedly given promotion despite committing such misconduct with the complainant. The learned advocate for the appellant further submitted that the opponent insurance company did not specifically deny the communication between the complainant and its officer Mr. Pillai. It is further argued that no affidavit of Mr. Pillai denying the telephonic conversation was produced before the learned District Commission. Therefore, according to the appellant, the learned District Commission committed grave error in not believing the recorded conversation and wrongly rejected the complaint. On the basis of the aforesaid submissions, it is prayed that the present appeal be allowed, the impugned order passed by the learned District Commission be quashed and set aside and the complainant be granted the reliefs as prayed for in the complaint.

6. **ARGUMENTS OF THE RESPONDENT**

6.1. The learned advocate appearing for the respondent-opponent insurance company supported the impugned order and argued that the order passed by the learned District Commission is a well reasoned, just and proper order based upon the documents and evidence produced before it. It is submitted that the complainant had obtained a "Standard Fire and Special Perils Policy", which covered only fire and STFI cover, meaning thereby storm, typhoon, flood and inundation, along with add-on cover for earthquake. According to the respondent, the policy clearly demonstrates that the complainant paid premium only towards fire cover, STFI cover and earthquake cover and no premium whatsoever was paid for theft or burglary cover. The learned advocate for the respondent further argued that the complainant and his wife are highly educated persons and are doctors by profession. Therefore, it cannot be believed that they signed any blank proposal form without understanding the contents thereof. It is submitted that a prudent and educated person is expected to read and understand the terms and conditions of the policy before signing the proposal form and accepting the policy schedule. It is further submitted that the CD and transcript allegedly containing the conversation with Mr. Meena Kumar Pillai are not admissible in evidence since they were not produced in accordance with the mandatory procedure prescribed under Section 65B of the Indian Evidence Act. It is argued that the transcript is not proved in accordance with law and the CD appears to have been prepared by the complainant himself and produced separately through a list of documents, which is not admitted by the opponent insurance company. The respondent further contended that the alleged recording was made without consent of the officer and amounts to breach of privacy. It is further submitted that the policy document clearly and specifically mentions the perils covered under the policy and that theft and burglary were never covered under the policy in question. Therefore, since no premium was paid for theft and burglary risk, the opponent insurance company cannot be saddled with liability for a peril not covered under the contract of insurance. The learned advocate further submitted that the complainant has levelled serious allegations against Mr. Meena Kumar Pillai but has failed to implead him as a party opponent in the complaint proceedings. Therefore, according to the respondent, the complaint itself suffers from non-joinder of necessary and proper party.

6.2. It is also submitted that in the FIR the complainant mentioned the total theft amount at Rs.25,000/-, whereas in the complaint a different amount is claimed, thereby creating serious doubt regarding the genuineness and credibility of the claim. On the basis of the aforesaid submissions, it is prayed that the present appeal deserves dismissal and the order passed by the learned District Commission deserves confirmation.

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7. **MERITS**

7.1. We have carefully gone through the pleadings, documentary evidence produced on record, the impugned judgment and order passed by the learned District Commission and the submissions advanced by the learned advocates appearing for the respective parties.

7.2. At the outset, certain facts are undisputed. It is not in dispute that the complainant had obtained insurance policy bearing No.10012/11/16/000136 and thereafter renewed the same vide Policy No.10012/11/17/000483. It is also undisputed that the policy obtained by the complainant is titled as "Standard Fire and Special Perils Policy". It is further undisputed that the policy schedule produced on record at page No.37 specifically mentions the premium heads namely "Fire Basic Cover", "Add Earthquake Cover" and "Add STFI Cover". The schedule nowhere reflects inclusion of burglary or theft cover nor does it disclose payment of any premium towards burglary or theft risk.

7.3. The entire case of the complainant is founded upon the allegation that the complainant had orally instructed Mr. Meena Kumar Pillai, officer of the opponent insurance company, to obtain a policy covering theft and burglary and that due to misunderstanding or mistake on the part of the said officer, the policy did not include such peril. However, except for the alleged CD recording and transcript thereof, there is absolutely no documentary evidence on record to establish that the complainant had specifically demanded burglary and theft coverage.

7.4. The complainant has heavily relied upon the CD and transcript allegedly containing telephonic conversation between the complainant and Mr. Pillai. However, the said electronic evidence has not been produced in accordance with Section 65B of the Indian Evidence Act. No certificate under Section 65B has been produced in the manner known to law. The complainant has also failed to establish the authenticity and genuineness of the recording through any independent evidence. The voice identification of the concerned person has also not been established in accordance with law. In cases involving disputed electronic evidence, particularly telephonic recordings, forensic verification and authentication assume significance. In the present matter, no such exercise has been undertaken by the complainant.

7.5. It is also required to be appreciated that the allegations levelled against Mr. Meena Kumar Pillai are serious in nature. The complainant alleges negligence, misunderstanding and misconduct on the part of the said officer. However, despite making such allegations, the complainant has not chosen to implead Mr. Meena Kumar Pillai as a party opponent in the proceedings. In absence of joining the said officer as party, he had no opportunity to place his defense on record or to explain the circumstances under which the policy came to be issued. Principles of natural justice require that a person against whom serious allegations are levelled should be afforded reasonable opportunity of hearing. Moreover, when allegations are made on the basis of electronic evidence against a particular officer, and when such officer is not joined as a party to the proceedings, such evidence becomes even more doubtful and difficult to rely upon conclusively. Mere production of a CD and transcript without compliance of statutory requirements cannot be treated as substantive and reliable evidence sufficient to override the written terms of a concluded contract of insurance. Even the complainant has not chosen to call Mr. Meena Kumar Pillai as a witness and to examine him before the court.

7.6. It is also pertinent to note that the complainant and his wife are not laymen or illiterate persons. Admittedly, both are doctors by profession running dental and cardiac clinics. Such educated persons are expected to read and understand the proposal form, policy schedule and terms and conditions before accepting the insurance contract. The contention that blank proposal forms were signed by the complainant cannot be lightly accepted in absence of cogent evidence. A prudent person obtaining insurance cover for valuable clinic property would ordinarily verify whether the required risks are actually covered under the policy.

7.7. Furthermore, the complainant had sufficient opportunity during the "free look period" to verify the contents of the policy and to seek cancellation or modification if the policy did not cover the desired risks. However, admittedly no objection was raised by the complainant during the free look period. Not only that, even at the time of renewal for the subsequent period from 14.03.2017 to 13.03.2018, the complainant did not point out any omission regarding theft or burglary coverage. The renewal policy was accepted without protest. This conduct on the part of the complainant clearly indicates acceptance of the policy terms and coverage.

7.8. The policy schedule produced at page No.37 clearly reflects that the policy covered only fire basic cover, earthquake cover and STFI cover. The nomenclature of the policy itself is "Standard Fire and Special Perils Policy". Burglary and theft are distinct risks and require separate coverage and separate premium. In insurance jurisprudence, the liability of the insurer is strictly governed by the terms and conditions of the policy contract. Courts and Consumer Fora cannot rewrite the contract between parties or enlarge the scope of coverage beyond the agreed terms. In the present case, the complainant has failed to establish payment of any premium for burglary or theft cover. Once the policy specifically excludes such peril by omission and no premium is paid for such risk, the insurance company cannot be compelled to indemnify losses arising out of theft or burglary.

7.9. It is also required to be noted that the complainant himself mentioned theft amount of Rs.25,000/- in the FIR, whereas a different claim amount is sought in the complaint proceedings. This discrepancy also creates doubt regarding the exact nature and quantum of the alleged loss. The contention of the appellant that the insurance company did not deny the conversation or did not take action against Mr. Pillai also does not improve the case of the complainant. Even assuming for the sake of argument that some conversation had taken place, the same by itself cannot alter the written terms and coverage of the insurance contract. Insurance contracts are governed by written policy documents and not by subsequent oral assertions.

7.10. The learned District Commission has considered all material aspects in proper perspective and has passed a reasoned and speaking order. We do not find any perversity, illegality or jurisdictional error warranting interference in appellate jurisdiction Hence, the appeal being devoid of merits deserves dismissal and the order dated 13.10.2020 passed by the learned District Consumer Disputes Redressal Commission, Valsad in Consumer Complaint No.114 of 2018 deserves to be confirmed. In the interest of justice, we pass the following final order.

ORDER

1. Appeal No. 99 of 2021 is hereby dismissed.

2. The impugned Order dated 13.10.2020 passed by the learned District Consumer Disputes Redressal Commission, Valsad in Consumer Protection Case No. 114 of 2018 is confirmed.

3. No order as to cost.

4. Appellant is directed to apply to the Account Department of the State Commission with all details of Appeal No. 99 of 2021 in Consumer Protection Case No. 114 of 2018, Xerox copy of the

receipt to withdraw the amount deposited in the State Commission. The office is hereby ordered to pay deposited amount with occurred interest on proper verification to the Appellant by Account payee cheque and the cheque be handed over to the learned Advocate for the Appellant after obtaining the receipt.

5. Registry is hereby instructed to send a copy of this Order in PDF format by E-mail to the learned District Consumer Disputes Redressal Commission, Valsad for taking necessary action.

6. The office is directed to forward a free of cost certified copy of this Judgment and Order to the respective parties.

Pronounced in open Court today on **11th June, 2026.**

P. R. Shah
Member

A. C. Raval
Presiding Member