IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI

Order reserved on : 24.6.2026
Order pronounced on : 07.08.2026

REVISION PETITION NO. 897 OF 2019

(Against the order dated 23.6.2017 in First Appeal No. 1767 of 2012 of the State Commission, Karnataka, Bangalore (Principal Bench)

With

IA/7223/2019
IA/7224/2019
IA/13671/2025
(for exemption from filing the certified copy, condonation of delay, directions)

Sri Ramanathan M.
S/o BK Muniswamy
Resident of 391 Baragur Main Road
Krishagiri Tq. Tamilnadu. ... Petitioner

Versus

1. PNB MetLife India Insurance Co. Ltd.
(Formally known as MetLife)
Registered Office
Unit No. 701, 702 & 703
7th Floor, West Wing, Raheja Towers
26/27 MG Road
Bangalore- 560001.

2. The Chairman
Manipal Hospital
Manipal Towers
No.14, Airport Road
Bangalore- 560008
(By Mr. MGN)

3. The Senior Divisional Manager
M/s. Oriental Insurance Co. Ltd.
Divisional Office- VII
New No. 377, (Old No. 272)
Anna Salai III Floor
Tyanmet, Chennai- 600 018. ... Respondents

BEFORE
HON'BLE MR. JUSTICE SUDIP AHLUWALIA, PRESIDING MEMBER
HON'BLE DR. SADHNA SHANKER, MEMBER

For Ramanathan M.	:	Mr. Gopal Verma, Advocate with Mr. Umang Rajeev Pal, Advocate
For PNB MetLife Ins. Co.	:	Nemo
For R-2/ Hospital	:	Ms. Nikita Menon, Advocate (VC)
For Others	:	Nemo

ORDER

JUSTICE SUDIP AHLUWALIA, MEMBER

The present Revision Petition has been preferred under Section 21(b) of the Consumer Protection Act, 1986, assailing the impugned Order dated 23.06.2017 passed by the Karnataka State Consumer Disputes Redressal Commission, Bangalore (Principal Bench) in First Appeal No. 1767 of 2012. Vide the impugned Order, the State Commission has partly allowed the First Appeal preferred by the Complainant, and modified the Order dated 07.08.2012 passed by the II Additional District Consumer Disputes Redressal Forum, Seshadripuram, Bangalore in Consumer Complaint No. 1833 of 2010, and enhanced the compensation awarded to the Complainant from Rs. 1,50,000/- to Rs. 13,19,577/- together with interest at the rate of 8% per annum from the date of filing of the Complaint till realisation. The Revisionist Petitioner, however, remains dissatisfied with the quantum of compensation awarded and has approached this Commission seeking revision of the impugned Order and further enhancement of the compensation awarded thereof.

2. Briefly stated, the case of the Complainant before the District Commission was that he was employed as a Pharmacist with Opposite Party No. 2, namely Manipal Hospital, Bangalore, having joined the services of the Hospital in October 2004, which appointment was subsequently confirmed in April 2005. During the course of his employment, he was also covered under Group Insurance Policies issued by Opposite Parties No.1 and 3 for the benefit of the employees of Opposite Party No.2.

3. It was pleaded that the Complainant's brother had met with a road accident and was admitted as an indoor patient in the Hospital of Opposite Party No.2 situated at Airport Road, Bangalore. On the night of 04.05.2007, while the Complainant had gone to visit his brother and was sitting in the waiting area situated on the third floor of the Hospital along with one of his friends, one Ms. Helen Selvi, who was working as a Staff Nurse in the Hospital, allegedly poured acid upon him, causing grievous burn injuries over his face and body. According to the Complainant, the incident occurred within the Hospital premises while he was lawfully present therein for visiting his admitted brother.

4. It was further alleged that immediately after the incident, the Complainant was administered First-aid treatment in Manipal Hospital itself. However, owing to the seriousness of the burn injuries, he was shifted to St. John's Medical College & Hospital, Bangalore, where he underwent prolonged treatment including several reconstructive surgeries. According to the Complainant, he underwent nearly twelve surgical procedures and incurred substantial medical expenditure. It was further pleaded that the acid attack resulted in his permanent facial disfigurement, functional disability and psychological trauma, thereby adversely affecting his future earning capacity as well as his social life.

5. The Complainant further pleaded that the St. John's Medical College Hospital subsequently issued a Disability Certificate assessing his permanent disability at 75% with reference to the provisions of the Workmen's Compensation Act, 1923. Despite such permanent disability and extensive treatment, the Complainant alleged that none of the Opposite Parties adequately compensated him for the injuries suffered by him.

6. It was also the Complainant's case that Opposite Party No.2, being the employer as well as the Owner and Occupier of the Hospital premises, was under a legal obligation to ensure adequate safety and security of patients, attendants, visitors and employees within its premises. The acid attack having been perpetrated by one of its own

employees during the course of her employment inside the Hospital premises, the Hospital was alleged to have been vicariously liable for the consequences arising therefrom. It was further alleged that there was gross negligence in maintaining proper supervision and security within the Hospital, which directly facilitated the occurrence of the unfortunate incident.

7. Regarding the Opposite Parties No.1 and 3, the Complainant asserted that both the Insurance Companies had issued Group Insurance Policies covering the employees of Opposite Party No.2. According to the Complainant, the injuries suffered by him squarely fell within the risks insured under the said Policies and, therefore, the Insurers were equally liable to indemnify him. It was alleged that one of the Insurers had initially denied even the existence of the Insurance Policy, thereby compelling the Complainant to seek redress before the Consumer Forum.

8. Alleging deficiency in service and negligence on the part of all the Opposite Parties, the Complainant instituted Consumer Complaint No.1833 of 2010 before the District Commission seeking compensation quantified at approximately Rs. 64 lakhs under various heads, including medical expenses, permanent disability, future loss of earning capacity, pain and suffering, loss of amenities of life and other consequential damages, besides interest and costs.

9. Upon consideration of the pleadings, documentary evidence and the material placed on record, the District Commission partly allowed the Complaint vide Order dated 07.08.2012. The District Commission came to the conclusion that the Complainant had sustained grievous acid burn injuries within the premises of Respondent No.2 Hospital and that the Respondents could not be completely absolved of their liability. It further held that the Complainant had indeed suffered permanent disability and considerable pain and suffering. However, while determining compensation, the District Commission awarded a consolidated compensation of Rs.1,50,000/- together with interest at the rate of 9% per annum from the date of Complaint till realisation, which was to be paid by the Respondent No. 3 herein, i.e., M/s. Oriental Insurance Company. The District Commission did not accept the Complainant's computation of compensation based upon future earning capacity, multiplier method or the percentage of disability claimed by him. Consequently, the substantial claim of nearly Rs. 64 lakhs was rejected.

10. Feeling dissatisfied with the meagre compensation awarded by the District Commission, the Complainant preferred First Appeal No.1767 of 2012 before the Karnataka State Consumer Disputes Redressal Commission seeking enhancement of compensation.

11. The State Commission re-appreciated the evidence available on record, including the medical records, Disability Certificate, treatment

documents and other contemporaneous material. The State Commission observed that the injuries suffered by the Complainant were of an exceptionally serious nature and had resulted in permanent facial disfigurement besides functional disability. The Commission further observed that the Complainant had undergone repeated surgeries and prolonged medical treatment over a considerable period of time. The State Commission was therefore of the opinion that the compensation awarded by the District Commission was wholly inadequate considering the gravity of the injuries, the permanent disability suffered by the Complainant and the effect of the injuries upon his future life. Accordingly, the State Commission proceeded to reassess the compensation under different heads, including medical expenses, future loss of earning capacity and non-pecuniary damages. While computing future loss of earning capacity, the State Commission adopted the multiplier method after taking into account the age and income of the Complainant. However, it assessed the functional disability at 50% and applied a multiplier of 17 for computing future loss of income. On such computation, together with the amounts awarded under other permissible heads, the total compensation was assessed at Rs. 13,19,577/-.

12. Consequently, vide Order dated 23.06.2017, the State Commission partly allowed the First Appeal, modified the Order of the

District Commission and directed the Respondent No. 1 and Respondent No. 2 herein, i.e., M/s. PNB MetLife India Insurance Company Ltd. and Manipal Hospital respectively, to pay jointly and severally a sum of Rs. 13,19,577/- together with interest at the rate of 8% per annum from the date of filing of the Complaint till realisation, besides litigation costs of Rs. 10,000/-.

13. Still dissatisfied with the compensation awarded by the State Commission, the Complainant has preferred the present Revision Petition primarily contending that the State Commission, although having substantially enhanced the compensation, has failed to award just and reasonable compensation commensurate with the nature of the injuries suffered by him.

14. The principal grievance raised in the Revision Petition is that the State Commission has erroneously assessed the permanent disability of the Complainant at 50%, despite the Disability Certificate issued by St. John's Medical College Hospital specifically assessing permanent disability at 75%. According to the Petitioner, the State Commission ignored the expert medical evidence available on record without assigning any cogent reasons.

15. It has further been contended that the State Commission also failed to appreciate the provisions contained in Part-I of Schedule I of the Workmen's Compensation Act, 1923, wherein very severe facial

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disfigurement has been treated as resulting in permanent total disablement. According to the Petitioner, once permanent facial disfigurement had been established, the disability ought to have been treated as amounting to 100% functional disability for the purpose of determining compensation.

16. The Petitioner has further assailed the computation adopted by the State Commission on the ground that the multiplier of 17 has been wrongly applied. According to him, he was about 27 years of age on the date of the incident and, therefore, the appropriate multiplier ought to have been 18 instead of 17. It is further contended that various components of compensation, including future medical expenses, pain and suffering, disfigurement, loss of marriage prospects, loss of amenities and future prospects, have either been inadequately assessed or completely ignored.

17. The Petitioner has also relied upon various decisions of the Hon'ble Supreme Court relating to assessment of compensation in cases involving permanent disability and acid attack victims to contend that the compensation awarded by the State Commission falls substantially short of the principles governing award of 'just compensation'. It has, therefore, been prayed that the impugned Order be suitably modified by granting adequate enhancement of compensation under all relevant heads.

18. The impugned Order had been challenged not only by the Petitioner/Complainant but also by the original Opposite Party No. 3 namely PNB Metlife India Insurance Co. Ltd. by way of Revision Petition No. 716 of 2018. The instant Revision Petition was being heard analogously with the aforesaid Revision Petition No. 716 of 2018 till 05.06.2026, on which date the matter was adjourned to 24.6.2026.

19. However, on the adjourned date no steps were taken on behalf of the PNB Metlife India Insurance Co. Ltd. which was the Petitioner in Revision Petition No. 716 of 2018 and the Respondent No. 1 in the instant Revision Petition. On that date, Ld. Counsel for the Petitioner/Complainant pressed hard for deciding the matter finally, inspite of the request from the Bar that no adverse orders be passed against the parties/their Counsel who were unable to appear during the month of June, 2026, which is the month in which Vacation is observed in the Hon'ble Supreme Court, High Courts, and various other Fora. On insistence of Ld. Counsel for the Petitioner/Complainant, his own Revision Petition No. 897 of 2019 was, however, heard in absence of the Respondents and reserved for orders, although the cross Revision Petition No. 716 of 2018 still remains pending.

20. Ld. Counsel for the Petitioner has submitted that although the State Commission had substantially enhanced the compensation awarded by the District Commission, yet the compensation ultimately

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granted still falls considerably short of the 'just compensation' to which the Petitioner is legally entitled. It was contended that the Petitioner is an acid attack victim who has suffered permanent facial disfigurement, multiple burn injuries and prolonged physical as well as psychological trauma, the consequences whereof continue even after the lapse of several years. It was argued that the State Commission failed to appreciate the long-term impact of the injuries upon the Petitioner's earning capacity, matrimonial prospects, social life and quality of life.

21. It was further submitted that the State Commission committed a manifest error in assessing the permanent disability at 50% despite the Disability Certificate issued by St. John's Medical College Hospital categorically certifying the permanent disability to the extent of 75%. It was urged that once the expert medical evidence remained unrebutted, there was no justification for the State Commission to arbitrarily reduce the percentage of disability while computing compensation.

22. Ld. Counsel has further argued that the State Commission also failed to appreciate the provisions contained in Part-I of Schedule-I to the Workmen's Compensation Act, 1923, wherein very severe facial disfigurement has been recognized as resulting in permanent total disablement. According to the Petitioner, the injuries suffered by him were of such a nature that, in practical terms, they resulted in almost complete loss of future earning capacity and social rehabilitation.

Consequently, the disability ought to have been treated as equivalent to 100% functional disability while assessing compensation.

23. It was also contended that the multiplier adopted by the State Commission is legally unsustainable. According to the Petitioner, he was approximately 27 years of age on the date of occurrence of the incident and, therefore, the multiplier of 18 ought to have been applied instead of 17. It was further argued that the State Commission failed to adequately compensate the Petitioner towards future medical treatment, repeated reconstructive surgeries, permanent disfigurement, pain and suffering, mental agony, loss of amenities, loss of marriage prospects and other non-pecuniary damages. The Petitioner also relied upon various pronouncements of the Hon'ble Supreme Court governing assessment of compensation in cases involving permanent disability and acid attack victims, to contend that the award granted by the State Commission is wholly inadequate.

24. It is undisputed that immediately after the unfortunate incident, the Respondent Hospital had extended all possible assistance to the Complainant. It was contended that the Complainant as well as the assailant, who was also an employee of the Hospital, were immediately provided First-Aid and the Complainant was thereafter shifted to St. John's Medical College Hospital for specialized treatment. It is also the admitted position, that purely on humanitarian considerations, the

Hospital bore medical expenses amounting to approximately Rs.1,50,000/- incurred towards the Complainant's treatment including surgeries.

25. Now it is to be noted that the unfortunate occurrence arose out of the personal conduct of the Staff Nurse concerned and not on account of any intentional act attributable to the management of the Hospital. Nevertheless, it was acknowledged that the Hospital had obtained Group Insurance Policies covering its employees from Respondent Nos.1 and 3 and, therefore, in the event of any compensation becoming payable under the terms of the Policies, the concerned Insurer(s) would be liable to indemnify the Hospital in accordance with the contractual terms.

26. Though none appeared on behalf of Respondent No.1 - PNB MetLife India Insurance Company Ltd. at the time of final hearing, its stand, as reflected from the pleadings and the material available on record, is that the Revision Petition is liable to be dismissed as the State Commission had already granted substantial enhancement of compensation after an elaborate appreciation of the evidence on record. It has been contended that no jurisdictional error or material irregularity has also been demonstrated warranting interference by this Commission in exercise of its revisional jurisdiction under Section 21(b) of the Consumer Protection Act, 1986.

27. Here we may observe that liability, if any, of the Respondent No. 1 is strictly governed by the terms and conditions of the Group Insurance Policy and that the rights of the parties cannot travel beyond the contractual stipulations embodied therein. Vide Order dated 13.11.2024, the parties were directed to place on record the relevant Insurance Policies issued by the Insurance Companies, which have since been placed on record.

28. None had appeared on behalf of Respondent No.3 - Oriental Insurance Company Ltd. at the time of final hearing. However, its defence, as emerging from the pleadings on record, is that the Policy issued by it was a tailor-made Group Personal Accident Policy governed entirely by its own terms and conditions. According to Respondent No.3, although the employees of Manipal Hospital were covered under the Policy during the relevant period, the injuries sustained by the Complainant on account of an acid attack resulting from the criminal act of another individual did not fall within the risks insured under the Policy.

29. It is the further stand of Respondent No.3 that the Claim was duly examined in accordance with the Policy conditions and, upon such examination, was found to be outside the scope of the Insurance cover. Accordingly, repudiation of the Claim did not constitute deficiency in service and the Insurer cannot be directed to indemnify risks which are expressly excluded or otherwise not contemplated under the Insurance

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Contract. The Respondent No.3 had therefore opposed any enhancement of compensation or enlargement of its contractual liability.

30. In rejoinder, Ld. Counsel for the Petitioner refuted the stand taken by the Insurance Companies and reiterated that both the Insurers had issued Group Insurance Policies covering the employees of Manipal Hospital and that the Petitioner, being an insured employee, was entitled to receive the benefits flowing therefrom. It was further submitted that the Insurers had adopted inconsistent stands during different stages of the proceedings regarding the applicability and scope of the Policies. According to the Petitioner, the subsequent production of the policy documents before this Commission itself demonstrated that the Insurers had not fairly disclosed the complete terms of the Insurance cover at the earlier stages of litigation. It was also emphasized that neither of the Policies produced before this Commission disclosed any rider excluding liability in the facts and circumstances of the present case. In the light of such claims and contentions raised by the parties concerned, we now proceed on to decide the instant Review Petition with our reasoned observations which follow in the succeeding paragraphs.

31. The Ld. State Commission in assessing the admissible compensation has rightly resorted to the provisions of the Workmen's Compensation Act, and the applicable multiplier on the Complainant's income in accordance with the direction of the Hon'ble Supreme court

passed in "*Sarla Verma(Smt.) and Ors. Vs. Delhi Transport Corporation & Anr., (2009) 6 SCC 121*". We, however, find that the Ld. State Commission had assessed the disability of the Petitioner/Complainant as 50%, whereas the Disability Certificate issued by the same St. John's Medical College & Hospital, Bangalore, dated 25.9.2009 which was well before even filing of the original Consumer Complaint in the year 2010 goes to show that the disability suffered by the Petitioner is permanent and has been assessed at 75%. To that extent, the impugned Order would warrant interference only towards assessment of compensation on account of the proportionate percentage of disability, which would now be 75% instead of 50% as determined by the Ld. State Commission. Consequently, the assessment "Towards permanent disability on account of disfiguration of the face" which the Ld. State Commission had concluded as being Rs. 8,04,576/- would now stand enhanced to Rs. 12,06,864/- thereby making his total entitlement including the medical expenses and incidental expenses would come to Rs. 17,21,865/-.

32. The Revision Petition is accordingly allowed after modifying the impugned Order to the extent that instead of Rs. 13,19,577/-, as assessed by the Ld. State Commission, the Petitioner is held entitled to a total compensation of Rs. 17,21,865/-.

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National Consumer Disputes Redressal Commission New Delhi-23

33. It is, however, clarified that the instant Revision Petition has been decided in view of the Order passed on 24.6.2026 in absence of the Respondent No. 1 "PNB Metlife India Insurance Co. Ltd." who had not appeared on that date, and, as already noted in earlier Para No. 19, Ld. Counsel for the Petitioner/Complainant had pressed hard for deciding this Revision Petition finally. So decision in this Revision Petition is without prejudice to the entitlement of the aforesaid Respondent whose own R.P. No. 716 of 2018, preferred against the same impugned Order is yet to be finally disposed of. We consequently hold that the execution of our Order in this Revision Petition would be subject to final determination in RP No. 716 of 2018.

34. Parties to bear their own costs.

35. Pending application(s), if any, also stand disposed off as having been rendered infructuous.

National Consumer Disputes Redressal Commission * New Delhi-23 *

Sd/-

(SUDIP AHLUWALIA, J)
PRESIDING MEMBER

Sd/-

(DR. SADHNA SHANKER)
MEMBER

Mk/

1. Whether speaking/reasoned: Yes / No
2. Whether reportable: Yes /No

NCDRC
PAID

1112 Rep
10/8/2026

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