BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, KURUKSHETRA

Complaint No. 275 of 2025
Date of institution: 28.08.2025
Date of decision: 15.10.2026.

Anjali Yadav daughter of Shri Amarjeet Yadav, resident of House No.802, Ward No.5, Vikas Nagar, Ladwa, District Kurukshetra (HR) 136132.

...Complainant.

Versus

1. Star Health and Allied Insurance Company Limited, No.1, New Tank Street, Valluvar Kottam High Road, Nungabakkam, Chennai-6000034 through its Managing Director, Chairman.
2. Star Health and Allied Insurance Company Limited, 2nd Floor, Showroom No.1, Hero Showroom, Old Lottery, Bazar, Dera Bassi, Tehsil Punjab-140603 through its Authorized Signatory.
3. Verma Hospital, Ward No.1, Near Police Station, Ladwa, District Kurukshetra through its M.D./owner Mobile No.9050774454.

...Opposite parties.

CORAM: NEELAM KASHYAP, PRESIDENT.
SUNIL MOHAN TRIKHA, Member.
NEELAM, MEMBER.

Present: Shri Akshit Gollen, Advocate, counsel for the complainant.
Shri R.K.Singhal, Advocate, counsel for opposite parties No. 1 & 2.
Shri Shekhar Thakur, Advocate for the OP No.3.

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Kurukshetra
27/10/26

ORDER:- NEELAM KASHYAP, PRESIDENT:

The complainant has filed the present complaint under Section 35 of the Consumer Protection Act, 2019, alleging deficiency in service and unfair trade practice on the part of the opposite parties No. 1 & 2 (hereinafter referred to as "OPs") in repudiating her medical claim.

2. Briefly stated, it is the case of the complainant that her mother has purchased the Health Insurance Policy (Floater Plan) for herself and her family members vide policy bearing No. 15721126000097261 valid from 24.04.2025 to 23.04.2027 for the sum insured of Rs.15,00,000/-. That the complainant suffered from severe stomach pain including high grade fever, persistent vomiting bloody stools and extreme dehydration. That the complainant was rushed to Verma Hospital, Ladwa in a critical condition, where the complainant was provisionally diagnosed with Acute Gastroenteritis with Septicemia. The complainant was admitted in the hospital on 08.07.2025 and was discharged from the hospital on 10.07.2025 after her treatment, and she spent an amount of Rs.11,730/- on her treatment. That the complainant had submitted the claim before

Attested
Assistant Registrar
D.C.D.R.C.,
Kurukshetra
27/10/26

the OPs vide claim No.CIR/2026/700025/0532757 for the claim shall be disbursed within 15 days. That the hospital submitted the application form for reimbursement expenses covered under the policy of insurance and there was a cashless facility available in the hospital, but the same has been repudiated by the OPs vide letter dated 08.07.2025 on the flimsy grounds that the hospitalization was not required. The above act and conduct of the OPs amounts to gross deficiency in service on their part. Hence, this complaint.

3. Upon notice, the OPs No.1 & 2 appeared and filed their joint written statement submitting therein that the complainant's mother Smt. Sunita Yadav had taken a Super Star Policy of Rs.15,00,000/- valid from 24.04.2025 to 23.04.2027. The OPs further contended that a cashless claim for High Grade Fever on 08.07.2025 was received from Verma Hospital, Ladwa. On scrutiny, the medical team found that hospitalization was not warranted and could be managed on OPD basis. Hence, the claim was repudiated under Exclusion Clause 36 vide letter dated 09.07.2025. Further, the complainant has not submitted any claim for reimbursement of medical expenses incurred during hospitalization, nor has she

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Assistant Registrar
D.C.D.R.C.
Kurukshetra
27/10/26

provided any supporting documents such as bills, discharge summary, investigation reports, or prescriptions. Hence, there is no deficiency in service on the part of OPs and prayed for the dismissal of the present complaint.

4. To prove her case, complainant Anjali Yadav had tendered into evidence affidavit Ex.CW-1/A and documents Ex.C-1 to Ex.C-24, Mark-A. On the other hand, Learned counsel for the Ops had tendered into evidence affidavit Ex.RW1/A and documents Ex.R-1 to Ex.R-07, while learned counsel for the OP No.3 has tendered into evidence affidavit Ex.RW3/A and documents as Ex.R-8 to Ex.R-14.

5. We have heard the learned counsel for both the parties at length and carefully gone through the record.

6. Learned counsel for the complainants has argued that mother of the complainant had purchased the Insurance Policy from the OPs valid from 24.04.2025 to 23.04.2027 for the sum insured of Rs.15,00,000/-, wherein complainant was also insured in the above said policy. He further argued that the complainant was admitted in Verma Hospital, Ladwa, as she suffered from Severe Stomach Pain

Attested
Assistant Registrar
D.C.D.R.C.
Kurukshetra 27/10/26

including High Grade Fever, Persistent Vomiting, Bloody stools and extreme dehydration. He has further argued that complainant was admitted in the aforesaid hospital on 08.07.2025 to 10.07.2025, where complainant spent a sum of Rs.11,730/- on her treatment charges. He has further argued that the complainant had lodged the claim for reimburse the claim, but the same was repudiated by the OPs vide letter dated 08.07.2025 and 09.07.2025 on the grounds that the hospitalization was not required.

7. On the other hand, learned counsel for the OPs has argued that the complainant's mother Smt. Sunita Yadav had taken a Super Star Policy of Rs.15,00,000/- valid from 24.04.2025 to 23.04.2027. It is further argued that a cashless claim for High Grade Fever on 08.07.2025 was received from Verma Hospital, Ladwa. On scrutiny of documents, the medical team of the OPs has found that hospitalization was not warranted and complainant could be managed on OPD basis. Hence, the claim was repudiated under Exclusion Clause 36 vide letter dated 09.07.2025. It is further argued that the complainant has not submitted any claim for reimbursement of medical expenses incurred during hospitalization,

Attested
Assistant Registrar
D.C.D.R.C.
Kurukshetra
21/6/26

nor has he provided any supporting documents such as bills, discharge summary, investigation reports, or prescriptions. Hence, there is no deficiency in service on the part of OPs and prayed for the dismissal of the present complaint.

8. There is no dispute between the parties with regard to the policy in question valid from 24.04.2025 to 23.04.2027 with Basic Floater Sum Insured of Rs.15 lacs.

9. As per complainant, on 08.07.2025, the complainant was admitted in Verma Hospital, Ladwa where the Doctor diagnosed with Acute Gastroenteritis with Septicemia and she was discharged on 10.07.2025 from that Hospital and an amount of Rs.11,730/- was spent on her treatment. The grievance of the complainant is that after the treatment, the complainant had approached the Ops and asked for the claim after depositing of the required documents and bills, but they wrongly repudiated her claim vide letter dated 08.07.2025 as Ex.C-18, which amounts to deficiency in service on their part.

10. Since the Ops repudiated the claim of the complainant, therefore the onus was upon the Ops to prove

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Assistant Registrar
D.C.D.R.C.
Kurukshetra
21/10/26

the grounds on which they had repudiated the claim of complainant. In this regard, the learned counsel for the OPs has specifically argued that from the medical records submitted by the complainant, it is observed that the insured patient was diagnosed with Acute Gastroenteritis with Septicemia as such, medical team of Ops is of the opinion that the insured could have been treated as an outpatient and hospitalization of the insured is not warranted. But from perusal of entire record of the case file, we found no merit in this contention of OPs, because, the OPs have failed to produce any documentary evidence, on the case file. So, keeping in view the above facts and circumstances of the case, it has clearly been established on the record that the OPs/insurance company, without application of mind, in routine manner, declined the valid/genuine claim of the complainant, on the flimsy grounds that the insured patient does not need any hospitalization, but failed to produce any documentary evidence on the case file in order to prove their above contentions. Hence, the plea of Exclusion Clause 36 taken by the OPs is not sustainable. The above act and conduct

Attested

Assistant Registra
D.C.D.R.C.
Kurukshetra
22/10/26

of the OPs of repudiating genuine claim of the complainant, amounts to deficiency in service on the part of the Ops, causing mental agony, hardship and financial loss, to the complainants, without any fault on their part. It is well settled that an insurer, which is neither the treating physician nor in a position to place any contrary clinical material on record, cannot substitute its own opinion for the considered clinical judgment of the doctor who actually examined and treated the patient. In the present case, neither the treating doctor was ever confronted, nor was any independent medical opinion or expert affidavit placed on the record by the OPs to displace the necessity of the said hospitalization. In the absence of any such material, the invocation of Code Excl-36 of the policy remains a bare assertion, unsupported by proof.

11. Furthermore, if the contention of the OPs is believed that the complainant has not submitted any claim for reimbursement of medical expenses incurred during hospitalization, nor has she provided any supporting documents such as Bills, Discharge Summary, Investigations reports, or prescription because learned counsel for complainant has produced relevant documents on the

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Assistant Registrar
D.C.D.R.C.
Kurukshetra
27/10/26

case file i.e. policy document as Ex.C1; copy of premium amount of Rs.9,360/- as quarterly payment made by the complainant on 24.04.2025 vide Ex.C-2, copy of second premium amount of Rs.9,360/- made by the complainant on 24.07.2025 vide as Ex.C-3,Copy of legal notice dated 21.07.2025 as Ex.C-4, Copy of Email regarding testimony of documents attached as Ex.C-6, Copy of Hospital Documents with final bills as Ex.C-8, Copy of hospital bill issued by Verma Hospital as Ex.C-9,Copy of bills dated 08.07.2025 & 09.07.2025 issued by Shree Om Medicose as Ex.C-10 to Ex.C-14, Copy of Blood Test Report issued by Verma Clinical Laboratory as Ex.C-16 and its bill as Ex.C-15, Copy of Hospital Record as Ex.C-17, Copy of Rejection of claim as Ex.C-18, Copy of Indoor patientfile of complainant issued by Verma Hospital as Ex.C-22, Copy of Claim Form as Ex.C-23. Since, the documents has already submitted by the complainant to the OPs, and after that, the OPs have rejected the claim. Hence, we find no merit in this contention of the opposite parties that the complainant has not supplied the relevant documents is not tenable. Hence, rejected.

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Assistant Registrar
D.C.D.R.C.
Kurukshetra

21/10/26

12. Now the question which arises for consideration is what should be the quantum of indemnification? From the policy document Ex.C-1, it is evident that the sum insured under the said policy was Rs. lacs. In the complaint, complainant has demanded the amount of Rs.11,730/- from the OPs. However, in order to support their above contentions, the complainant has produced bill of said amount as Ex.C-08, on the case file. Hence, the OPs are liable to pay the said amount of Rs.11,730/- to the complainant. For their above act of deficiency in service, the Ops are also liable to pay the compensation amount + litigation expenses, to the complainant.

13. So far as that the OP No.3 is concerned, OP No.3 has produced affidavit of Dr. Manish Sharma, Proprietor of the Verma Hospital as Ex.RW3/A , vide which it is certified by the concerned doctor that the complainant was brought to the aforesaid hospital in a medically serious condition suffering from high grade fever, vomiting and Severe Loose Stools for two days. Considering her clinical condition and the seriousness of the disease, she was advised indoor admission. The complainant was admitted in Verma

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Assistant Registrar
D.C.D.R.C.,
Kurukshetra
23/10/26

Hospital on 08.07.2025 and was discharged on 10.07.2025. The admission was neither unnecessary nor made for the purpose of raising any insurance claim. The complainant incurred a total expenditure of Rs.11,730/- towards the treatment received at the hospital and A claim bearing No.CIR/2026/700025/0532757 and the cashless procedure was duly processed by OP No.3. The OP No.3 has no role, control or authority in the approval or repudiation of an Insurance Claim. The Insurance Company has repudiated the claim of the complainant on the baseless ground. The OP No.3 had only treated the patient Anjali Yadav and complainant had made the payment of Rs.11,730/- to the Hospital concerned. Hence, there is no deficiency on the part of the OP No.3.

14. Keeping in view the contentions of the OP No.3, we are of the considered view that OP No.3, being the treating hospital, had duly discharged its duties as per medical protocol. The decision as to whether cashless facility is to be approved or repudiated lies solely with the Insurance Company i.e. OP No.1 & 2 and OP No.3 has no role in the approval or repudiation of the claim. Hence, there

Attested
Assistant Registrar
D.C.D.R.C.,
Kurukshetra
27/10/26

is no deficiency in service on the part of the OP No.3; and therefore, the present complaint qua OP No.3 stands dismissed.

15. In view of our above discussion, we allow the present complaint against the OPs No. 1 & 2 and direct them jointly & severally to make the payment of claim amount of Rs.11,730/- along with 7% interest per annum from the date of filing the complaint till its actual realization. We further direct the OPs No. 1 & 2 to pay compensation amount of Rs.10,000/- along with litigation expenses of Rs.5,000/- to the complainant. The OPs No. 1 & 2 are further jointly & severally directed to make the compliance of this order within a period of 45 days from the date of preparation of certified copy of this order, failing which, the total awarded amount shall carry interest @7% simple per annum, from the date of this order, till its actual realization and the complainant will be at liberty to initiate proceedings u/s 71/72 of the Act, against the OPs No. 1 & 2. However, it is made clear that pending applications, if any, shall also stand disposed of, in terms of this order. Certified copy of this order be supplied to the parties concerned, forthwith, free of cost,

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Kurukshetra
27/10/26

as permissible under Rules. File be indexed and consigned to the records, after due compliance.

Announced
15.10.2026

(Neelam Kashyap)
President,
DCDRC, Kurukshetra.

(Neelam)
Member

(Sunil Mohan Trikha)
Member

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Certified to be true Copy

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Assistant Registrar,
District Consumer Disputes
Redressal Commission, Kurukshetra

Typed By:-Urmil Rani, SSS

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Application No. 282
Application Received on
No. of Pages 13
Date of Preparation 27/10/26
Date of Delivery 30.10.2026

Signature of Advoc