

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, PANIPAT**

**CONSUMER COMPLAINT NO: 22 of 2020**

**DATE OF INSTITUTION: 27.01.2020**

**DATE OF ORDER: 19.10.2023**

Ramesh Kumar S/o Ajaib Singh, Resident of Village Nara, Tehsil Madlauda, Panipat.

.....COMPLAINANT

VERSUS

1. HDFC Bank Ltd. Madlauda Branch, District Panipat through its Branch Manager.
2. Universal Sompo General Insurance Co. Ltd. through its Manager/Authorized Person, SCF-55, 3<sup>rd</sup> Floor, Sector-6, Main Market, Karnal, Haryana-132001.

.....OPPOSITE PARTIES/RESPONDENTS

**COMPLAINT U/S 35 OF CONSUMER PROTECTION ACT, 2019**

BEFORE: - Dr. R.K. Dogra, President.  
Dr. Suman Singh, Member

Present: - Ms. Ritu Rani, Advocate for the complainant.  
Shri Mukesh Shandilya, Advocate for the opposite party No.1.  
Shri Deepak Malik, Advocate for opposite party No.2.

**ORDER (DR.R.K.DOGRA, PRESIDENT)**

The instant complaint has been filed by complainant Ramesh Kumar **u/s 35 of the Consumer Protection Act** against the opposite parties alleging deficiency in service and unfair trade practice on the part of the opposite parties.

**FACTUAL ASPECTS**

2 The brief facts, as alleged in the complaint by the complainant are that the complainant is having a joint bank account in **HDFC Bank Limited,**

**Branch Madlauda, District Panipat** bearing A/c No. **50200001194352**. The complainant has also took loan in the shape of KCC/ Agriculture loan and OP No.1 has been deducting the amount of premium for the insurance of crop of the complainant regularly of six monthly basis. Complainant never claimed any amount of compensation regarding his crops. In the above-said process on **14.08.2018**, the OP No.1 bank deducted an amount of **Rs.9878.40P** as premium for the insurance of paddy crops of the Complainant. Complainant has planted the paddy crops in the land measuring 6.72 hectares but due to flood in the year 2018 the paddy crop was damaged. The information was given to the Ops regarding damage of paddy crop on 14.08.2018 to the Agriculture Department Panipat. Agriculture Officer alongwith staff visited the field of the complainant and prepared his report and assessed **50%** loss in the paddy crops of the complainant in the agriculture land measuring **4.8 hectares** and on the basis of said report of ADO Madlauda, the assessing authority had assessed the loss of **Rs.1,12,680/-**. On **18.12.2019**, complainant moved an application for disbursing compensation through registered post duly supported with report of ADO, copy of statement of the account, copy of jamabandi and Khasra Girdawari but the Ops did not deposit the said amount of premium with the concerned insurance company and bank manager refused to pay the compensation of **Rs.1,12,680/-**. The bank **OP No.1** had also deducted an amount of **Rs.9878.40P** as premium for the insurance of the crop from the account of the complainant but again did not deposit the same **OP No.2** insurance company. Despite so many requests, **OPs No.1 and 2** failed to render their services properly and did not make payment of compensation. Again

complaint was sent to CM window, Illaqua SHO and other higher authorities but all the request of the complainant became futile. So, it therefore, requested the OPs be directed to make the payment of the compensation amount to the tune of **Rs.1,12,680/-** alongwith interest @**18%** per annum from the date of assessment and **Rs.50,000/-** on account of deficiency in service and **Rs.22,000/-** as litigation expenses.

3 Upon notice, opposite parties appeared and filed their separate written statement refuting the stand taken by the complainant. OP No.1 had asserted that the premium amount of **Rs.9878.40P** were deducted from the account of complainant on **14.8.2018** and the same was remitted in the account of insurance company on **14.08.2018** vide **UTR No.N226180609950449**. The answering opposite party as per the guidelines has requested the customer so many times to submit the copy of Aadhar Card because as per revised operational guidelines of Government the Aadhar Card has been made mandatory for availing crop insurance from Kharif 2017 season onwards, but after so many requests the complainant has not submit his Aadhar Card with the insurance company and answering opposite party. The bank has also send SMS on 13.07.2018 regarding submission of Aadhar Card and also sent one reminder on 01.09.2018 through post, but the complainant failed to update any information in this regard. It is further submitted that the opposite party is not liable to compensate the complainant in lieu of damages in the crops, rather the farmers are entitled to get compensation from the insurance company as per the guideline of **PMFBY**. So,

there is no negligence on the part of answering opposite party and prayed for dismissal of complaint.

4. OP No.2 also appeared and denied the contents of complaint. It has been specifically asserted regarding procedure for assessment and approval of claims. The Op No.2 has also mentioned above procedure for settlement of claim, without prejudice of above contention and without admitting the liability and denied for any deficiency in service on his part. It has been specifically asserted that the premium amount was not deposited by the bank with **OP No.2**, that is why the amount could not be claimed by the complainant and same was not paid by **OP No.2**. All other contents of complaint are wrong and denied. Thus, there was no deficiency in service or unfair trade practice on the part of the opposite party and lastly, it has been prayed that the complaint may kindly be dismissed.

#### **EVIDENCE LED BY COMPLAINANT**

5 In support of his case, the complainant has tendered in evidence his affidavit as **Exhibit CW1/A** and closed the evidence after tendering the following documents:

Photocopy of:-

|   |                              |
|---|------------------------------|
| <b>Application to HDFC Bank Manager</b>     | <b>Ex. C-1</b>               |
| <b>Postal Receipt</b>                       | <b>Ex. C-2</b>               |
| <b>Application before CM Window</b>         | <b>Ex. C-3</b>               |
| <b>Copy of original online registration</b> | <b>Ex. C-4</b>               |
| <b>Application to SHO</b>                   | <b>Ex. C-5</b>               |
| <b>Postal Receipts</b>                      | <b>Ex. C-6 &amp; Ex. C-7</b> |
| <b>A.D.O. Report</b>                        | <b>Ex. C-8</b>               |
| <b>Claim Assessment</b>                     | <b>Ex. C-9</b>               |
| <b>Bank Account Statement</b>               | <b>Ex .C-10</b>              |
| <b>Copy of Jamabandi</b>                    | <b>Ex. C-11</b>              |
| <b>Copy of Khasra Girdawri</b>              | <b>Ex.C-12</b>               |

**EVIDENCE LED BY OPPOSITE PARTY No.1**

6 On the other hand, counsel for opposite party No.1 has tendered in evidence the affidavit of **Shri Sanjeev Kumar, GPA Holder** as **Exhibit RW1/A** and closed the evidence after tendering the following documents :-

**Photocopies of**

|   |                |
|---|----------------|
| <b>Letter to complainant from Bank</b>                  | <b>Ex. R-1</b> |
| <b>Letter dated 06.02.2020 to complainant from Bank</b> | <b>Ex. R-2</b> |

**EVIDENCE LED BY OPPOSITE PARTY No.2**

7 Learned counsel for opposite party No.2 has tendered in evidence the affidavit of **Shri Mohit Bagla, Senior Executive** as **Exhibit RW2/A** and closed the evidence after tendering the document i.e. **Operation Guidelines of Pradhan Mantri Fasal Bima Yojana** as **Ex.R3**.

8 After considering the arguments and perusing the whole documents placed on file by both the parties, the following **points** have been found to be made out:-

- 1 Whether the complainant is entitled to receive the insurance claim from the opposite parties as alleged etc? OPC**
- 2 Whether the complaint of the complainant is not maintainable in the present form OPR?**

**STAND TAKEN BY THE COMPLAINANT**

9 Learned counsel for the complainant has contended that he had taken the insurance policy under **Pradhan Mantri Fasal Bima Yojana (PMFBY)**

and he had opened joint account in the **HDFC bank Madlauda** and OP No.1 deducted the premium amount of **Rs.9878.40P** from the account of complainant and despite the report of ADO, no claim for damages of the crop was paid to the complainant. Both Ops have wrongly and illegally not paid the insured amount of his paddy crops which was amounting to **Rs.1,12,680/-**. The act of both the Ops are falling under the deficiency in service and even misappropriation of the amount of the complainant and even violation of the **PMFBY** for which they both are liable to be punished. So, it is, therefore, prayed that the complaint of the complainant may kindly be accepted with costs.

#### **STAND TAKEN BY THE OPPOSITE PARTY No.1**

10 On the other hand, it is argued on behalf of the OP No.1 that there is no fault of OP No. 1 because the bank deducted the premium amount from the account of the complainant on 14.08.2018 and same was deposited with Insurance Company vide **UTR No.N226180609950449** on the same day i.e. 14.08.2018. If no compensation amount is released by the insurance company with the complainant, then there is fault of insurance company. OP No.1 has no role to play and is not liable for making any compensation to the complainant.

#### **STAND TAKEN BY THE OPPOSITE PARTY No.2**

11 It is argued on behalf of OP No.2 that it is wrong to say that the OP No.1 had deposited the premium amount **Rs.9878.40P** with the OP No.2 and once the premium amount is not deposited with the OP No.2, then no amount of

compensation could have been released in favor of the complainant at all. Although other documents are there on the file proving that there was loss of paddy crops and as per the report of ADO the loss of **Rs.1,12,680/-** was assessed and was to be paid to the complainant but there is no fault of the insurance company as no premium was deposited by **OP No.1** for complainant. All other contents have been denied by OP No.1 and prayed for dismissal of present complaint.

12 We have heard the arguments advanced by the learned counsel for the parties and perused the whole record available on file. Our point-wise findings with reasons thereof are as under:-

### **FINDINGS**

#### **POINT NO.1**

13 In order to establish this point, the complainant has placed on record the documents **Ex.C1 to Ex.C12** in which it has been established that the complainant was the customer of **OP No.1** and had his bank account. It is also proved on the file that the amount of premium being **Rs9878.40P** were deducted by the bank from his account on **14.08.2018** and bank account also shows that the same were deposited with the insurance company on the same day. The visit of ADO and assessment of the loss of paddy crops which was damaged in the land measuring **4.8 hectares** and ADO has assessed the loss as **Rs.1,12,680/-**. **Fard Jamabandi Ex.C11 and Khasra Girdawari Ex.C12** are proving that the complainant had sown the paddy crops in **6.72 hectares** and ADO had assessed

the loss in **4.8 hectares**. It is also established on the file that the bank had deducted the premium of **Rs.9878.40P** and same was deposited with the insurance company on the same day, then from all corners it is proved that under PMFBY, the complainant is entitled for getting compensation for **Rs.1,12,680/-** alongwith interest and cost because there is certainly deficiency in service on the part of the Ops. Hence, the case of the complainant is duly proved and by that way, this **Point No.1** is hereby returned in favour of the complainant and against the opposite parties.

**POINT NO.2.**

14                    Having a glance over the detailed findings on **Point No.1**, this **point No.2** is hereby returned in favour of complainant because the document placed on the file by the complainant are proving that the Ops are found within the orbit of deficiency in service on their part jointly. No evidence could be led by the Ops to prove this point. Hence, this point is hereby returned in favour of the complainant and against the opposite parties.

**FINAL ORDER**

15                    Having heard the rival contentions raised by the counsel for the parties and after perusing the whole record, this Commission is of the firm opinion that the Ops had insured the complainant under **PMFBY** but Ops did not deposit the compensation amount well within time for which they are liable to be penalized. Accordingly, the Ops are hereby directed to make payment of



compensation of **Rs.1,12,680/-** along with interest @ **9 % p.a.** from the date of filing of the present complaint till its actual realization. The opposite parties are further directed to pay **Rs.5,000/-** as compensation for harassment and mental agony and **Rs.5,500/-** as litigation expenses and **both the parties are held liable jointly and severally for making payment to the complainant.** The above said order be complied with within a period of **45 days** from the date of order failing which the complainant shall be entitled to recover the above-said amount @**12%** from the date of order till its actual realization.

16 In case, opposite parties failed to do so, then the complainant can file the execution petition **under section 71 of Consumer Protection Act, 2019** and in that eventuality, the opposite parties may also be liable for prosecution under **Section 72** of the said Act. Copies of this order be sent to the party free of costs, as per rules, and this order be promptly uploaded on the website of this Commission. File be consigned to the record room after due compliance.

**Announced in Open Court  
Dated:19.10.2023**

**Sd/-  
(Dr. R.K. Dogra)  
President,  
District Consumer Disputes  
Redressal Commission, Panipat**

**Sd/-  
(Dr. Suman Singh)  
Member,  
District Consumer Disputes  
Redressal Commission, Panipat**