

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, GURDASPUR
DISTRICT ADMINISTRATIVE COMPLEX , B BLOCK ,2nd Floor Room No. 328**

**Complaint Case No. CC/10/2020
(Date of Filing : 08 Jan 2020)**

1. Surjit Singh

S/o Kartar Singh R/o vill Soonch P.O Aulakh Tehsil and Distt
Gurdaspur

.....Complainant(s)

Versus

1. Punjab Gramin Bank

Kahnuwan Distt Gurdaspur through its Manager

2. 2. Bajaj Allianz Life Insurance Company Ltd.

Distt. Shopping complex 3rd floor Balaji chambers SCO 112

Ranjit Avenue Amritsar

.....Opp.Party(s)

BEFORE:

Sh.Lalit Mohan Dogra PRESIDENT

Sh.Bhagwan Singh Matharu. MEMBER

PRESENT:Sh.Rohit Gupta Adv., Advocate for the Complainant 1

Sh.Sachin Mahajan, Adv. for OP. No.2. OP. No.1 exparte., Advocate for the Opp. Party

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Dated : 13 Oct 2023

Final Order / Judgement

Complaint No: 10 of 2020.

Date of Institution: 08.01.2020.

Date of Decision:13.10.2023.

Surjit Singh Son of Kartar Singh resident of Village Soonch, P.O. Aulakh, Tehsil and District
Gurdaspur.

.....Complainant.

VERSUS

1. Punjab Gramin Bank, Kahnuwan, District Gurdaspur, through its Manager.
2. Bajaj Allianz Life Insurance Company Ltd, District Shopping Complex 3rd Floor, Balaji Chambers, SCO-112, Ranjit Avenue, Amritsar, Pin Code -143001.

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Opposite parties.

Complaint U/s 12 of the Consumer Protection Act.

Present: For the complainant: Sh.Rohit Gupta, Advocate.

For the opposite party No.2: Sh.Sachin Mahajan, Advocate.

Opposite party No.1: Exparte.

QUORUM: Sh.Lalit Mohan Dogra President, Sh.Bhagwan Singh Matharu, Member.

ORDER

Lalit Mohan Dogra, President.

Surjit Singh, Complainant (here-in-after referred to as complainant) has filed this complaint under section 12 of the Consumer Protection Act, (here-in-after referred to as 'Act') against Punjab Gramin Bank Etc. (here-in-after referred to as 'opposite parties').

2. Briefly stated, the case of the complainant is that he is an account holder of the opp. party no.1 and using the services of the bank through its account No.84778800012803, hence he is consumer to opp. party no.1 and the opp. party no.1 had tie-up with opp. party no.2 Bajaj Allianz Life Insurance Co. Ltd. for providing the Life Insurance Policies to their clients. It was submitted that the opp. party no.1 advised to him to buy insurance policy for himself of Rs.10,000/- per annum. It is further pleaded that on that he paid Rs.10,000/- on dated 26.10.2012 and opp. party no.1 also issued policy of Bajaj Allianz Life Insurance Co. Ltd. to him vide Policy No. 0177675666. It is further pleaded that as per the policy terms, the policy payment term was of 5 years so he paid 5 installments of Rs.10,000/- each per year which was also debited from the above said account of complainant. It is further pleaded that after the completion of policy terms he approached to the opp. party No.1 for obtaining the full and final amount of the policy, but the opp. party No.1 told to him that your final amount will be credited into your account by the opp. party No.2 automatically. It is further pleaded that he kept on waiting for long time, but the amount was not credited into his account, so he approached to opp. Party no.2 at their Amritsar Branch Office. It is further pleaded that opp. Party No.2 also gave the same reply that the amount will be credited to your concerned account automatically. It is further pleaded that in the month of September 2018, he again

visited the Branch of Opp. Party No.2 and they replied that the Cheque Bearing No. 860200 of Rs.46,645/- has already been sent to opp. party no.1 for the full and final payment of you policy. It is further pleaded that then he approached to the Opp. Party No.1 for the encashment of the above said cheque, but they told that no cheque has received from the Opp. Party No.2. It is further pleaded that now both the opp. Parties shifting the liability of cheque/amount to each other by giving false excuse and they tried to lingering the matter with one pretext or the other. It is further pleaded that due to this illegal act and conduct of the opposite parties the complainant has suffered great loss and also suffered mental agony, Physical harassment and inconvenience. It is further pleaded that there is a clear cut deficiency in services on the part of the opposite parties.

On this backdrop of facts, the complainant has alleged deficiency in services and unfair trade practice on the part of the opposite parties and prayed that the opposite parties be directed to pay cheque amount Rs.46,645/- to the complainant along with interest and the opposite parties may also be directed to pay Rs.10,000/- as litigation charges and Rs.10,000/- on account unnecessarily harassment and mental pain, agony to the complainant, in the interest of justice.

3. Opposite party No.1 did not appear despite the service of notice and was proceeded against exparte vide order date 19.11.2020.

4. Upon notice, the opposite party No.2 appeared through counsel and contested the complaint by filing written reply, the opposite party raised legal objections that at the very outset the answering opposite party deny all the allegations, facts and averments in the complaint and the complaint is not maintainable and is liable to dismissed as no cause of action ever arose in favor of the complainant and against the opposite party to file the present complaint. It was pleaded that the complainant has created a false story in his complaint to mislead this Hon'ble Commission by concocting and distorting the facts and circumstances of the present case. It was further pleaded that the complainant i.e. Sh.Surjit Singh submitted an enrolment form dated 26.10.2012 for the purchase of "SARVE SHAKTI SURAKSHA POLICY" having annual premium of Rs.10,000/- with policy term for 5 years, premium paying term of 5 years and having sum assured of Rs.2,50,000/-. It is further pleaded that consequently a Group Master Policy No.0177675666 was issued on 03.11.2020. It was further pleaded that before acceptance of the proposal by the opposite party, the contents of the proposal/application, illustrations and the addendum forms were read and explained to the complainant. It is further pleaded that on the basis of the information furnished in the application/proposal form, the proposal was processed by the opposite party and thereafter the policy was issued to the complainant. It is further pleaded that before acceptance of the proposal by the opposite party, adequate information with regard to the product, nature and its significance was given to the complainant. It is further pleaded that as per the policy terms, the premium paying term was of 5 years and accordingly the complainant had been paying premiums of Rs.10,000/- each year and on 25.10.2017 the complainant's policy got matured. It was further pleaded that after the maturity of the policy, the complainant approached

opposite party to get his full and final amount. Resultantly, after calculating a cheque Bearing No.860200 for an amount of Rs.46,645/- was sent and delivered to the complainant and the same was encashed by the complainant in the Bank Account i.e. Axis Bank, 29, Kennedy Avenue, Amritsar belonging to the complainant on 12.12.2017. It was further pleaded that the complainant has not come to this Hon'ble Commission with clean hands as the complainant has already encashed the said cheque in his bank account. It is further pleaded that the act & conduct of the complainant for asking the cheque for the same amount again is wrong.

On merits, the opposite party No.2 have reiterated their stand as taken in legal objections and denied all the averments of the complaint and there is no deficiency in service on the part of the opposite party. In the end, the opposite party prayed for dismissal of complaint with costs.

5. Learned counsel for the complainant has tendered into evidence affidavit of Surjit Singh, (Complainant) as Ex.C-1 alongwith other documents as Ex.C-2 to Ex.C-4.

6. Learned counsel for the opposite party No.2 has tendered into evidence affidavit of Sh. Amit Khanna, (Manage–Legal & Compliance in Bajaj Allianz Life Insurance Co. Ltd.) alongwith other documents as Ex.OP-2/1 to Ex.OP-2/4.

7. Rejoinder filed by the complainant.

8. Written arguments not filed by both the parties.

9. Counsel for the complainant has argued that opposite parties No.1 and 2 have tie up with the each other and on the advice of opposite party No.1 complainant had purchased policy of insurance from opposite party No.2. It is further argued that after completion of the policy terms complainant has been demanding settlement of the amount whereas opposite parties kept on falsely assuring the complainant about the payment and ultimately in September, 2018 complainant was told that amount of Rs.46,645/- through cheque has been sent to opposite party No.1 but on enquiry no such receipt of cheque was proved. It is further argued that both opposite parties No.1 and 2 are befooling the complainant and have not paid any amount, which amounts to deficiency in service.

10. Opposite party No.1 remained exparte.

11. Counsel for the opposite party No.2 has argued that after calculating the amount as per formula a cheque bearing No.860200 for amount of Rs.46,645/- was sent and delivered to the complainant and was got encashed by the complainant through his bank i.e. Axis Bank, 29, Kennedy Avenue, Amritsar on 12.12.2017, as such complaint being false is liable to be dismissed.

12. We have heard the Ld. counsels for the parties and gone through the record. It is admitted fact that complainant had purchased a policy of insurance from opposite party No.2

and the policy of insurance matured on 25.10.2017 and as per clause of maturity benefit complainant was entitled to Rs.46,645/-. Opposite party No.2 has claimed that the said cheque encashed by the complainant on 12.12.2017 through his bank i.e. Axis Bank Amritsar but the said cheque has been denied by the complainant with the plea that complainant is not having any account with Axis Bank Amrtisar. The complainant is having only account with Punjab Gramin Bank Kahnuwan, District Gurdaspur. Opposite party No.2 has not been able to place on record any statement of account to prove this fact that the said cheque for Rs.46,645/- was encashed by the complainant on 12.12.2017 through Axis Bank Amritsar. It is also not proved in record that complainant was having account with Axis Bank Amritsar. Statement of account placed on record by the complainant Ex.C6 maintained with Punjab Gramin Bank Kahnuwan, District Gurdaspur shows non receipt of amount which clearly proves that the cheque No.860200 for Rs.46,645/- has been misused and for which proper enquiry is required to be held by the opposite parties No.1 and 2. However, at this stage we dealing with non payment of due amount and complainant has been deprived of the amount without any justification by the opposite parties.

13. Accordingly, non payment of Rs.46,645/- by the opposite parties amounts to deficiency in service. Accordingly, present complaint is partly allowed and opposite parties are directed to pay Rs.46,645/- to the complainant alongwith interest @ 9% P.A. w.e.f. 12.12.2017 till realization. Since, the complainant has been compelled to approach this Commission and false plea has been taken by the opposite parties as such both opposite parties are directed to pay Rs.10,000/- jointly and severally as compensation to the complainant for mental tension, harassment and costs of litigation. Entire exercise shall be completed within 30 days from the date of receipt of copy of this order. Opposite parties No.1 and 2 are further directed to hold enquiry regarding misappropriation of the cheque and take action as per the law against the wrongdoer.

14. The complaint could not be decided within the stipulated period due to heavy pendency of Court Cases, vacancies in the office and due to pandemic of Covid-19.

15. Copy of the order be communicated to the parties free of charges. After compliance, file be consigned to record room.

(Lalit Mohan Dogra)

President

Announced:

(B.S.Matharu)

Oct. 13, 2023

Member

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[**Sh.Lalit Mohan Dogra**]
PRESIDENT

[**Sh.Bhagwan Singh Matharu.**]
MEMBER