

**DISTRICT CONSUMER DISPUTES REDRESSAL FORUM, DISTRICT ADMINISTRATIVE  
COMPLEX,  
ROOM NOS. B209-B214, BEAS BLOCK, MOGA**

**Complaint Case No. CC/140/2022  
( Date of Filing : 18 Nov 2022 )**

1. BALJINDER KAUR

VILLAGE NIHALGARH, SUB-TEHSIL KOT ISE KHAN,  
TEHSIL DHARAMKOT

MOGA

PUNJAB

.....Complainant(s)

Versus

1. TATA AIG GENERAL INSURANCE COMPANY LIMITED  
THROUGH ITS MANAGER

B-19/89/6 AND B-19/89/7, 2ND FLOOR, LODHI TOWER,  
MALL ROAD, LUDHIANA

LUDHIANA

PUNJAB

2. HDFC BANK LIMITED, THROUGH ITS BRANCH  
MANAGER

ADJOINING MAGHI PALACE, CITY CENTRE, G. T.  
ROAD, MOGA

MOGA

PUNJAB

.....Opp.Party(s)

**BEFORE:**

**Smt. Priti Malhotra PRESIDENT**

**Sh. Mohinder Singh Brar MEMBER**

**PRESENT:** Sh.Ashok Goyal, Adv.

.....for the Complainant

Sh.Vishal Jain, Adv. for opposite party no.1

Sh.Arun Tayal, Adv. for opposite party no.2

.....for the Opp. Party

**Dated : 13 Dec 2023**

**Final Order / Judgement**

**Order by:**

**Smt.Priti Malhotra, President**

1. The complainant has filed the instant complaint under section 35 of the Consumer Protection Act, 2019 stating that Prabhjot Singh son of the complainant (now deceased) was having saving bank account with Opposite Party No.2 and in this account Opposite Party No.2 also issued a RuPay Debit Card bearing No. 6521660247600222 against the fee of Rs. 236/- and the account opening date was 21.01.2022 and the Debit Card Type was Platinum. In the said account, the complainant i.e. Baljinder Kaur mother of Prabhjot Singh (Account Holder) was only nominee. Moreover, Prabhjot Singh was unmarried/bachelor and as such, the complainant is the only legal heir being as nominee of the account holder. Alleged that as per the policy of the Opposite Party No. 2, since Prabhjot Singh (account holder) son of the complainant was having HDFC Bank RuPay Platinum Debit Card holder, so he was insured with Opposite Party

No.1/Tata AIG General Insurance Policy, through Opposite Party No.2, vide policy No. 0238443404/0238443469 and as per the said policy, Prabhjot Singh (account holder) son of the complainant was insured with Accelerated Personal Accident Death Cover upto Rs.10 lakhs i.e. Rs.5 lakhs as base insurance and Rs.5 lakhs as Accelerated Insurance Cover for every Rs.1 spent on purchases through the Easy Shop Preferred Platinum Debt Card in the last 12 months from the date of event. Unfortunately on 08.06.2022, the complainant's son Prabhjot Singh (account holder) died in a roadside accident. In this regard, FIR No. 0048 dated 08.06.022 was also lodged with Police Station Taragarh, District Pathankot. Thereafter, the complainant Baljinder Kaur, being the nominee and only legal heir of Prabhjot Singh (account holder) lodged the claim for the insurance amount with the Opposite Parties on 07.09.2022 and also submitted all the requisite documents and also completed all the formalities as required by the Opposite Parties, but the Opposite Party No.1 declined the genuine claim of the complainant on the ground that there has been no POS or e-commerce transaction done within 30 days prior to date of accident as the ATM transaction is not covered under the policy terms. But this averment made by the Opposite Parties is totally illegal and wrong. Whereas Prabhjot Singh (account holder) son of the complainant had made e-commerce transaction on 04.06.2022 i.e. before 4days of his death, which clearly shows that Prabhjot Singh (account holder) son of the complainant during his life time had made UPI transaction to Monga Filling Station while filling the fuel and the payment of Rs.3,400/- was duly paid through the aforesaid Debit Card and this transaction was E-Com transaction duly made by him on 04.06.2022 while getting the fuel filled from Monga Filling Station worth Rs.3400/-. Alleged further that no UPI transaction is possible without the use of Debit Card and all UPI transactions are executed through Debit Card only, hence falls under e-commerce category and as such, the Opposite Parties cannot wriggle out from its liability to make the genuine claim of the complainant. After that, the complainant time and again made requests to the Opposite Parties for the redressal of her grievances, but the Opposite Parties till date did not pay any heed to the request of the complainant. The aforesaid act of the opposite parties for non-redressal of his grievances is illegal, unwarranted and uncalled for. Hence, this complaint. Vide instant complaint, the complainant has sought the following reliefs:-

- a) Opposite Parties may be directed to make the payment of Rs.10 lakhs under the policy in question alongwith future interest @ 12% per annum from the date of death of insured Prabhjot Singh son of the complainant.
- b) To pay an amount of Rs.2,00,000/- as compensation on account of damages, mental tension and harassment.
- c) To pay an amount of Rs.33,000/- as cost of the complaint.
- d) And any other relief which this Commission may deem fit and proper be granted to the complainant in the interest of justice and equity.

2. Opposite Party No.1 appeared through counsel and contested the complaint by filing written reply taking preliminary objections therein inter alia that the intricate questions of law and facts are involved in the present complaint which requires voluminous documents and evidence for determination which is not possible in the summary procedure under the Act and appropriate remedy, if any, lies only in the Civil Court; the complainant has concealed material facts and documents from this Commission as well as from the replying opposite party, therefore, the complainant is not entitled to any relief; the complainant has concealed the fact that the replying opposite party noted from the insured's Bank statement provided and declaration from bank officials that there has been no POS or e-commerce transaction done

within 30 days prior to the date of accident, as per Key condition of the Insurance reads as under;

*“Benefits of Insurance will be available to the RuPay Cardholder who have performed minimum one successful RuPay Card induced financial or non-financial transaction at any Channel both Intra and Inter-bank i.e. on POS or E-commerce only within 30 days prior to date of accident including accident date, Hence the claim was repudiated vide letter / Email dated 07.10.2022”.*

The present complaint is bad for non-joinder of necessary parties as the complainant has not impleaded all the legal heirs of deceased Prabhjot Singh, who are necessary parties; there is no deficiency in service on the part of the answering Opposite Party. An act of repudiation of a claim after considering all the material and the relevant facts can by no stretch be termed as "deficiency in service" on the part of the answering Opposite Party; the complaint is not maintainable and the complainant has no cause of action and locus standi to file the present complaint. On merits, all other allegations made in the complaint are denied and a prayer for dismissal of the complaint is made.

3. Opposite Party No.2 also contested the complaint by filing written reply taking preliminary objections therein inter alia that the complaint under reply is liable to be dismissed qua the Opposite Party No.2 as same is an abuse of the process of law qua the Opposite Party No.2; the present complaint is baseless, frivolous and has been formulated on wrong and misleading facts and is devoid of any merits whatsoever. Hence, the answering Opposite Party No.2 denied each and every allegation made in the complaint under reply against the answering opposite party unless admitted or commented therein; the present complaint under reply is liable to be dismissed qua the answering opposite party as the complainant has utterly failed to prove any fault on the part of the answering opposite party. There is no evidence documentary or otherwise which points out any fault on the part of the answering opposite party; the complainant cannot seek any relief from this Commission under the provisions of Consumer Protection Act, 2019 against the answering opposite party; there is no deficiency in service and unfair trade practice on the part of the Opposite Party No.2; the complainant has not come before this Commission with clean hands and has concealed vital and material facts from this Commission; no cause of action, either wholly or in part, has ever arisen in favour of the complainant and against Opposite Party No.2 and the present complaint is nothing but an abuse of the process of this Commission; the present complaint has been filed by the complainant against the answering opposite party for harassing the answering opposite party and to extort huge amount of money from the same without any material on record. On merits, all other allegations made in the complaint are denied and a prayer for dismissal of the complaint is made.

4. In order to prove her case, complainant has tendered into evidence her affidavit Ex.C1 alongwith copies of documents Ex.C2 to Ex.C15.

5. On the other hand, Opposite Party No.1 has tendered into evidence copies of documents Ex.OP1/1 to Ex.OP1/4 and affidavit of Sh.Amit Chawla, AVP Legal Tata AIG General Insurance Company Ltd. as Ex.OP1/5. Whereas, Opposite Party No.2 has tendered into evidence affidavit of Sh.Gaurav Jand, Branch Manager, HDFC Bank Ltd. as Ex.OP2/1.

6. We have heard the ld. counsel for the parties and have also gone through the record placed on file.

7. It is not disputed that son of the complainant namely Prabhjot Singh (now deceased) having saving account with Opposite Party No.2/HDFC Bank Ltd. and with regard to his account, he was issued RuPay Platinum Debit Card bearing no.6521660247600222. It is also not disputed that through said card, the son of the complainant was duly insured with Opposite Party No.1 vide policy no.0238443404/0238443469 and as per the policy son of the complainant was insured with "Accelerated Personal Accident Death Cover" upto 10 lakhs i.e. Rs.5 lakh as base insurance and Rs.5 lakh as Accelerated Insurance Cover. There is also no dispute regarding the fact that on 08.06.2022, the son of the complainant died in roadside accident. After the death of his son, the claim lodged by the complainant with Opposite Party No.1 with regard to the death of her son was repudiated by them vide email dated 07.10.2022 (Ex.C14).

8. The perusal of the repudiation letter dated 07.10.2022 reveals that Opposite Party No.1 repudiated the claim in question on the ground that "*there has been no "POS or e-commerce transaction" done within 30 days prior to date of accident (08.06.2022), therefore the claim does not fall within policy terms and conditions and are unable to process the claim further*". However, ld. counsel for the complainant contended that the ground so taken by Opposite Party No.1 for repudiating the claim is wrong and illegal, as son of the complainant (account holder) had made e-commerce transaction on 04.06.2022 i.e. before 4 days of his death made a UPI transaction to Monga Filling station while filling the fuel.

9. Now, the only question for determination before us is that whether transaction made by the son of the complainant on 04.06.2022 while filling the fuel is an e-commerce transaction or not? Ld. counsel for the complainant contended the said transaction is an e-commerce transaction, but on the other hand, the Opposite Parties is not considering it as an e-commerce transaction. First of all, we have to know what is e-commerce transaction. Answer to this question is that **e-commerce (Electronic Commerce) means selling and purchasing goods and services using the internet.** Further as per **kvb.co.in E-Commerce transaction refers to the purchases of goods / products through the internet using their Debit / Credit Card number and CVV (Card Verification Value) number or through Internet Banking Channel** and as per **techtarge.com** the definition of e-commerce transactions is as under:-

*E-commerce (electronic commerce) is the buying and selling of goods and services, or the transmitting of funds or data, over an electronic network, primarily the internet. These business transactions occur either as business-to-business (B2B), business-to-consumer (B2C), consumer-to-consumer or consumer-to-business.*

Further the definition of e-commerce transaction has been defined by the writers namely E. Turban, J. Lee, D. King and H.M. Chung is reproduced as under:-

*Electronic Commerce is where business transactions take place via telecommunications networks, especially the Internet –*

10. From the above definitions, it is clear enough that transactions qua buying and selling of goods and services or transmitting of funds which are to be made using the internet are called e-commerce transactions. In the case in hand, the son of the complainant (account holder) admittedly made the transaction in dispute while filling the fuel through his mobile by using the internet. Hence, safely in view of the term defined above, it is an e-commerce transaction. So, we are of the concerned view that the plea taken by Opposite Party No.1 for repudiating the claim that account holder has not made e-commerce transaction within 30 days prior to his death

is wrong. Further the document i.e. **'Declaration from Member Bank'** placed on record by Opposite Party No.1 attached with Ex.OPs1/1 is evident of the fact that the transaction made by son of the complainant on 04.06.2022 while filing the fuel from Monga Filling Station is an "e-commerce transaction", as in the said document it is clearly mentioned against column **"Type of Transaction"** as **"E-Commerce"** and in **"Brief Description of transaction"** it is mentioned as "Fuel- Monga Filling Station". In this way, the Opposite Party No.2 i.e. HDFC Bank admitted that the transaction in dispute is an e-commerce transaction and thus the claim in the present complaint is genuine.

11. Also it is the plea taken by the Opposite Party No.1 that as the son of the complainant (account holder) has not made POS e-commerce transaction within 30 days prior to his death, so the complainant is not entitled for death claim of her son **as per the Key condition of the policy**, but we do not agree with the contention raised by Opposite Party No.1, as they have not placed on record any document showing that key Condition of the policy was ever drawn to the notice of the account holder and other terms and conditions alongwith covering letter has been dispatched to the deceased account holder. Reliance in this connection has been made on pronouncement of **Hon'ble Supreme Court of India in case Anju Kalsi Vs. HDFC Ergo General Insurance Company Limited and anr. decided on 21.02.2022 wherein it has been held by Hon'ble Supreme Court of India that "while issuing a debit or credit card, the bank must put the consumer on notice about all the terms and conditions of the personal insurance cover, complimentary with the card."**

12. From the discussion above, we are of the view that Opposite Party no.1 wrongly and illegally repudiated the claim of the complainant.

13. Sequel to the above discussion, we party allow the instant complaint against Opposite Party No.1 and direct the Opposite Party No.1 to pay the death claim with regard to the death of the son of the complainant (account holder) to complainant (being nominee under the account of her son) alongwith all other benefits under the policy in question. Further Opposite Party No.1 is directed to pay compository cost of Rs.10,000/-(Rupees Ten Thousand only) as compensation and litigation expenses to the complainant. The complaint against Opposite Party No.2-HDFC Bank Limited stands dismissed. The pending application (s), if any also stands disposed of. The compliance of this order be made by the Opposite Party No.1 within 45 days from the date of receipt of copy of this order, failing which, the Opposite Party No.1 is further burdened with additional cost of Rs.10,000/-(Rupees Ten Thousand only) to be paid to the complainant for non compliance of the order. Copies of the order be furnished to the parties free of costs. File is ordered to be consigned to the record room.

Announced in Open Commission

[ Smt. Priti Malhotra]  
PRESIDENT

[ Sh. Mohinder Singh Brar]  
MEMBER