

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

**Complaint Case No. CC/223/2022  
( Date of Filing : 31 Oct 2022 )**

1. Surjit kaur

w/o Darshan Lal hno.174 ward no. 2 krishna Nagar , PO Qadian

Tehsil batala

Gurdaspur

Punjab

.....Complainant(s)

Versus

1. Oriental Bank of commerce

merged in PNB Bank branch batala Road qadian

Gurdaspur

Punjab

.....Opp.Party(s)

**BEFORE:**

**Sh.Lalit Mohan Dogra PRESIDENT**

**Sh.Bhagwan Singh Matharu. MEMBER**

**PRESENT: Sh.Sushil Sharma Adv., Advocate for the Complainant 1**

**Sh.Arun Kumar Adv.OP. No.1. Sh.Sandeep Ohri, Adv. OP. No.3. OPs. No.4 & 5 exparte ,**

**Ms.Kajal Bhagat Adv. for OP.No.2, Advocate for the Opp. Party 1**

**Dated : 14 Dec 2023**

**Final Order / Judgement**

Complaint No: 223 of 2022.

Date of Institution: 31.10.2022.

Date of order: 14.12.2023.

Surjit Kaur wife of Darshan Lal, House No. 174, Ward No. 2, Krishna Nagar, Post office, Qadian, Tehsil Batala, District Gurdaspur.

.....Complainant.

**VERSUS**

1. The Oriental Bank of Commerce now merged in Punjab National Bank, Branch Batala Road, Qadian, District Gurdaspur, through its Manager. Pin Code – 143516.

2. Kunal Sharma, dealing clerk of Cholamandalam General Insurance Company, resident of near Government College Road, Gurdaspur Tehsil and District Gurdaspur. Pin Code – 143521.

3. Cholamandalam General Insurance Company, office at Civil Line, above Indian Bank, near Municipal Corporation, Jalandhar. Pin Code – 144001.
4. Jatinder Sharma, Cholamandalam General Insurance Company, SCO, 2463/64, First Floor, Section 22-C, Chandigarh – 160022.
5. Parveen Kaur, Claim Officer, Cholamandalam General Insurance Company, SCO, 2463/64, First Floor, Section 22-C, Chandigarh – 160022.

....Opposite parties.

Complaint under section 35 of the Consumer Protection Act.

Present: For the Complainant: Sh.Sushil Sharma, Advocate.

For the Opposite Party No.1: Sh.Arun Kumar, Advocate.

For the Opposite Party No.2: Ms.Kajal Bhagat, Advocate.

For the Opposite Party No.3: Sh.Sandeep Ohri, Advocate.

Opposite Parties No.4 & 5: Exparte.

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

## **ORDER**

### **Lalit Mohan Dogra, President.**

Surjit Kaur, Complainant (here-in-after referred to as complainant) has filed this complaint under section 35 of the Consumer Protection Act (here-in-after referred to as 'Act') against The Oriental Bank of Commerce Etc. (here-in-after referred to as 'opposite parties').

2. Briefly stated, the case of the complainant is that the complainant along with her husband Darshan Lal are joint account holder bearing No.12812011001120 with the OP No. 1 i.e. The Oriental Bank of Commerce, now merged in Punjab National Bank, Batala Road, Qadian, Tehsil Batala and District Gurdaspur. It is further pleaded that she is operating her account with the opposite party No. 1 so many years. It is pleaded that the OP No. 1 introduced with the opposite party No. 2 on the month of February 2020, when the Complainant along with her husband went to her bank in daily routine. Then, the OP No. 2 showed them plan of health/medical insurance policy being senior citizen. It is further pleaded that OP's No. 1 and 2 enticed Complainant and her husband for getting the medical issuance plan/policy. It is further pleaded that on the asking of the OP's No. 1 and 2, the Complainant along with her husband got the medical insurance policy and they also asked to Complainant and her husband that the premium of the policy will be deducted automatically from the saving account of the Complainant and the period of the policy will be started when the amount will be deducted from Complainant. It is further pleaded that the OP's changed the policy and membership numbers in every years. The OP's deducted amount of Rs.7,866/- in first premium and the OP's also deducted from the account of the Complainant. After that the OP's thirdly yearly deducted amount of Rs.15,929/- in the year 2022. It is further pleaded that OP's after that first premium of the medical insurance policy

amounting Rs.15,929/- was deducted from the account of the Complainant which she is holding with the opposite party No.1. It is further pleaded that the Complainant received the membership I.D. proof bearing No. A5762375 from the Cholamandalam General Insurance Company i.e. the OP No. 3 the OP's issued jointly membership No. A5762375A of Dashan Lal husband of the Complainant and A5762375-B in respect of the Complainant Surjit Kaur and policy No.2876/00050984/000002/000/00 and provides OP's No. 2 to 5 have issued computer generated policy invoice of Cholamandalam Insurance Company and due to Covid-19 Cards had not issued. It is further pleaded that in the year 2021 the above-said policy has been renewed by the OP's and premium of the renewal of insurance policy has been deducted from the account of the Complainant and the OP's provided a smart card to the Complainant having membership No.A6756467A of Darshan Lal and membership No.A6756467B of Complainant Surjit Kaur. It is further pleaded that in month of April 2021, the Complainant was having a heart disease. After that the Complainant informed that the OP's regarding her ailment and then the OP No. 2 asked the Complainant to go any Hospital for her check-up / treatment and provide the treatment slips to the OP No. 2 and then the Complainant will get the claim under above-said policy processed. It is further pleaded that policy of the Complainant has also been renewed in the year 2022 and premium of the amount of Rs.15,929/- deducted from the joint account of the Complainant under policy No.2876/00050984/000002/000/02 and issued certificate of insurance. The OP's provided smart card bearing membership No.A10303397A of the name of Darshan Lal and A10305397B of the name of Complainant in the year 2022. It is further pleaded that the Complainant got her heart treatment from Karam Hospital, 63, Suncity, Piplanwala, Hoshiarpur and remained admitted in the said Hospital from 23.04.2021 to 28.04.2021. At the time of discharge, the Complainant paid the expenses from her own pocket i.e. Rs.80,800/-. It is further pleaded that the Complainant informed regarding her treatment to the OP's and they gave assurance that they will provide the claim of the policy and demanded certain documents regarding admission and discharge summary to the OP's. It is further pleaded that after that, the Complainant sent all the details of the discharge summary to the OP's No. 2 to 5, but the OP's did not pay any claim amount to the Complainant. It is further pleaded that the Complainant regularly approached the OP's No. 2 and 4 telephonically and sent all discharge summary of Hospital for claim of the Complainant, but the OP's did not pay any amount of claim to the Complainant. It is further pleaded that OP's No. 2 and 4 asked to Complainant that Complainant should post all summary and discharge details of the Hospital to the OP No. 5 Parveen Kaur, who is incharge Claim Officer and she has right to pass the claim. It is further pleaded that before posting the summary or discharge detail, Complainant had called the OP No. 5 and she gave assurance that the claim of the Complainant will be passed after receiving the discharge summary and accordingly, the Complainant provided the necessary documents to get her claim through by hand and Social Site i.e. Whatsapp. Even, the Complainant also send the necessary documents to the OP No. 5 through registered post on 30.11.2021. It is further pleaded that thereafter, the OP No. 5 had replied through letter dated 12.01.2022 whereby the OP's demanded original discharge summary complete in all respects. However, whatever the concerned Hospital has provided discharge summary to the Complainant, she had sent the same to the OP's. It is further pleaded that Complainant also made conference call through the officials of the hospital with the OP's and Hospital staff disclosed the OP's that which papers had been given to the complainant that was the complete discharge summary. It is further pleaded that after that till date the OP's did not response regarding the claim under the policy. It is further pleaded that they always put of the matter on one pretext and another. It is further pleaded that the Complainant is regularly paying the premium of the policy, but the OP's have not paid even single penny regarding her medical claim. It is further pleaded that the OP's have not given claim to the Complainant as per terms of the Insurance Policy and the OP's have deducted

premium from the account of the Complainant. 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 service on the part of the opposite parties.

On this backdrop of facts, the complainant has alleged deficiency and negligence in service and unfair trade practice on the part of the opposite parties and prayed that necessary directions may kindly be issued to the opposite parties to make the payment of claimed amount i.e. Rs.80,800/- alongwith interest @ of 18% P.A. from 12.01.2022 to the complainant, in the interest of justice.

3. Upon notice, the opposite party No.1 appeared through counsel and contested the complaint and filing their written reply by taking the preliminary objection that the complaint against the opposite party No. 1 is not maintainable as there is no cause of action against the answering opposite party. It is pleaded that the complainant is the saving account holder of the opposite party No.1 Bank with A/c No. 12812011001120. It is further pleaded that as per the Bank norm and condition, she operates her account. In the month Feb 2020, the complainant has transferred the amount of Rs.7,866/- in the account of Cholamandalam General Insurance Co. through transfer voucher dated 24.02.2020. It is further pleaded that thereafter, in the month March 2022 the complainant again transferred amount Rs.15,929/- in the account of Cholamandalam General Insurance Co. through transfer voucher dated 29.03.2022 with the consent of the complainant by transfer voucher duly signed by the complainant. The answering opposite party's Bank transfer the same as per the bank norm and instruction given by RBI with the consent and signature of the said Surjit Kaur as she is the account holder and has every right to transfer her amount to anybody. It is further pleaded that the answering opposite party's officials are only doing their duty as per law and norm of the Bank. It is further pleaded that answering opposite party have no knowledge and involvement with the opposite parties No. 2 to 5 as alleged by the complainant. There is no negligence on the part of the answering opposite party. It is further pleaded that the complainant has filed the present complaint only to harass the answering opposite party's Bank without any reason and cause. It is further pleaded that this is the matter between the opposite parties No. 2 to 5 and the complainant and the present complainant does not lie against the answering opposite party No.1.

On merits, the opposite party No.1 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.

4. Upon notice, the opposite party No.2 appeared through counsel and contested the complaint and filing their written reply by taking the preliminary objections that the complainant has no cause of action to file the present complaint against the answering opposite party No.2 and the complainant has no locus standi to file the present complaint against the opposite party No.2. The complainant falsely implicated the opposite party No.2 being employee of the opposite party No.3.

On merits, the opposite party No.2 has reiterated his 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. Upon notice, the opposite party No.3 appeared through counsel and contested the complaint and filing their written reply by taking the preliminary objections that the complainant

has no cause of action to file the present complaint against the opposite party No.3 and the complainant has no locus standi to file the present complaint against the opposite party No.3. It is pleaded that the insurance is a contract between the two parties. Both the parties bind with the policy and its terms and conditions. It is further pleaded that contract of insurance is based upon utmost good faith and the insured breached the said good faith and concealed the material facts regarding health at the time of getting policy and as such the complaint is liable to be dismissed and there is no deficiency on the part of Insurance Company. It is further pleaded that the health policy was issued having policy No. 2876/00125701 /000/00 and the type of policy is Family Floater (Self + Spouse) for total sum insured Rs.3.00 Lakhs only and the policy was issued from period 24.03.2021 to 23.03.2022. It is further pleaded that the claim has been filed for getting reimbursement of claim by the complainant. After that the letter has been sent to the complainant for getting document and also send some queries but inspite of several reminders, the complainant failed to comply with them and due to which claim has been repudiated on the ground that "We have not received query response / deficiency documents requested from insured inspite of several reminder". It is further pleaded that there is no deficiency in the service on the part of the answering opposite party No.3 / Insurance Company.

On merits, the opposite party No.3 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.

6. Opposite parties No.4 and 5 did not appear despite the service of notice and was proceeded against exparte vide order date 11.01.2023.

7. Learned counsel for the complainant has tendered into evidence affidavit of Surjit Kaur, (Complainant) as Ex.CW-1/A alongwith other documents as Ex.C-1 to Ex.C-12.

8. Learned counsel for the opposite party No.1 has filed reply.

9. Learned counsel for the opposite party No.2 has filed reply.

10. Learned counsel for the opposite party No.3 has tendered into evidence affidavit of Sh. Vidhi Passi, (Assistant Manager Legal, Chola MS Gen. Ins. Co. Ltd.) as Ex.OP-3/A alongwith other documents as Ex.OP-3/1 to Ex.OP-3/9.

11. Rejoinders filed by the complainant.

12. Written arguments not filed by the parties.

13. Counsel for the complainant has argued that complainant had purchased health policy from opposite party No.3 through opposite party No.1. It is further argued that in the month of April, 2021 complainant suffered from heart disease and information was given to opposite party No.2. It is further argued that policy was again renewed in the year 2022 and during the continuation of policy of insurance, the complainant remained admitted in Karam Hospital Hoshiarpur from 23.04.2021 to 28.04.2021 and had spent Rs.80,800/- from her own pocket. It is further argued that as per demand of opposite parties the complainant had submitted all the documents to the opposite parties, specially to opposite party No.5 but inspite of that opposite parties have failed to settle and pay the claim.

14. On the other hand counsel for the opposite party No.1 has argued that opposite party No.1 is bank and has nothing to do with the settlement of the claim.

15. Counsel for the opposite party No.2 has argued that complainant has no locus standi to file the present complaint against opposite party No.2.
16. Counsel for the opposite party No.3 has argued that however after receiving the claim of the claimant for reimbursement a letter was issued to the complainant to reply some queries and supply documents but the complainant failed to supply the documents and accordingly the claim for reimbursement was repudiated.
17. Opposite parties No.4 and 5 remained exparte.
18. We have heard the Ld. counsels for the complainant and opposite parties No.1,2 and 3 and gone through the record.
19. It is admitted fact that complainant and her husband are having joint account with opposite party No.1. It is further admitted fact that complainant had purchased health policy from opposite party No.3 on payment of premium and the said policy was further renewed from time to time. It is further admitted fact that complainant remained admitted in Karam Hospital Hoshiarpur w.e.f. 23.04.2021 to 28.04.2021 and had spent Rs.80,800/- form her own pocket for her treatment. It is further admitted fact that claim lodged by the complainant has been repudiated for non supply of documents.
20. To prove her case complainant has placed on file her duly sworn affidavit Ex.CW-1/A, copy of legal notice Ex.C1, postal receipts Ex.C2, copy of policy of insurance Ex.C3 and Ex.C4, copy of hospital bill Ex.C5, copy of discharge summary Ex.C9.
21. Perusal of repudiation letter Ex.OP-3/1 shows that the claim has been repudiated for non supply of complete original discharge summary with date of admission, discharge presenting complaints with vital parameters given treatment details during the hospitalization period. But the opposite party has not explained any reason as to for what purpose the said documents are required. More over if said documents were of so much importance then what prevented to the opposite party to get the same collected through their team of surveyors and investigators. More over it is not the case of the opposite parties that documents were demanded by them from the concerned hospital or that hospital refused to supply the same. Even no application was moved before this commission to summon the said record. Perusal of file shows that complainant has pleaded number of times that all the documents whatsoever were in her possession were supplied to the opposite party No.5 and opposite party No.5 has remained exparte and has not denied the said averments made by the complainant. Perusal of discharge summary Ex.C9 shows date of admission mentioned is i.e. 23.04.2021 and the medicines prescribed are also mentioned meaning thereby that the complainant has already discharged her duty to supply all the documents which ever were available with her and demand of more and more documents which are not in the power and possession of the complainant itself amounts to deficiency in service.
22. We have placed reliance upon judgment of Hon'ble Supreme Court of India reported in 2022 Live Law (SC) 506 wherein it was held by the Hon'ble Supreme Court of India as under:-

*"Insurance - Insurance companies refusing claim on flimsy grounds and/or technical grounds - While settling the claims, the insurance company should not be too technical and ask for the documents, which the insured is not in a position to produce due to circumstances beyond his control. (Para 4.1)".*

23. Accordingly, repudiation of the claim by the opposite parties for non supply of documents which are not in power and possession of the complainant amounts to deficiency in service.
24. Accordingly, present complaint is partly allowed and opposite party No.3 is directed to pay Rs.80,800/- to the complainant alongwith interest @ 9% P.A. from this order till realization. Opposite party No.3 is also directed to pay Rs.5,000/- to the complainant as compensation for mental tension, harassment and cost of litigation. The entire exercise shall be completed within 30 days from the date of receipt of copy of this order.
25. The complaint could not be decided within the stipulated period due to heavy pendency of Court Cases.
26. Copy of the order be communicated to the parties free of charges. After compliance, file be consigned to record.

(Lalit Mohan Dogra)

President

Announced:

(B.S.Matharu)

Dec. 14, 2023

Member

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

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