

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
U.T. CHANDIGARH
[ADDITIONAL BENCH]**

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Appeal No	:	A/309/2023
Date of Institution	:	08/11/2023
Date of Decision	:	21/03/2024

1. **Reliance General Insurance Co. Ltd.**, 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Opposite Western Express Highway Gurgaon (East), Mumbai - 400063, through its Chief Managing Director.

2. **Reliance General Insurance Co. Ltd.**, SCO 145-146, Top Floor, Madhya Marg, Sector 9, Chandigarh - 160009, through its Branch Manager, now both Authorized Signatory.

... Appellants

V E R S U S

1. **Ritika Virdi** W/o Harjeet Singh, Resident of House No.1516, Sector 51-B, Chandigarh.

2. **Harjeet Singh** son of Gurdeep Singh, Resident of House No. 1516, Sector 51-B, Chandigarh.

3. **Dharta Devi** wife of Tika Ram, Resident of House No. 1516, Sector 51-B, Chandigarh.

4. **Sinaiya Virdi** (minor) daughter of Harjeet Singh.

5. **Hargunn Virdi** (minor) daughter of Harjeet Singh.

6. **Master Guntajveer Singh Virdi** (minor) son of Harjeet Singh.

Respondents No.4 to 6 are minors hence through their mother - Ritika Virdi wife of Harjeet Singh.

All residents of House No. 1516, Sector 51-B, Chandigarh.

..... Respondents

BEFORE: MRS. PADMA PANDEY PRESIDING MEMBER
PREETINDER SINGH MEMBER

PRESENT : *Sh. R.C. Gupta, Advocate for the Appellants.*
Sh. Rahul Dev Singh, Advocate for the Respondents along with
Ms. Ritika Virdi, Respondent No.1 in person.

PER PREETINDER SINGH, MEMBER

This appeal is directed against the order dated 14.08.2023, rendered by the District Consumer Disputes Redressal Commission-I, U.T. Chandigarh (for brevity hereinafter to be referred as "the Ld. District Commission"), vide which, it allowed the Consumer Complaint bearing no.CC/29/2023 filed by the Complainants in the following manner: -

"8. In view of the above discussion the present consumer complaint succeeds and the same is accordingly allowed. OPs are directed as under:-

- i. to pay claim amount of 500 USD to each complainant as per the prevailing rent at the time of payment with interest @9% P.A. from the date of filing of instant complaint till payment.*

ii. to pay composite amount of Rs.10,000/- to the complainants as compensation for causing mental agony and harassment to him and as cost of litigation.

9. This order be complied with by the OPs within thirty days from the date of receipt of its certified copy, failing which, they shall make the payment of the amount mentioned at Sr.No.(i) above, with interest @ 12% per annum from the date of this order, till realization apart from compliance of direction at Sr. No.(ii).”

2. For the convenience, the parties are being referred to, in the instant Appeal, as position held in Consumer Complaint before the Ld. District Commission.

3. Before the Ld. District Commission, it was the case of the Complainants (Respondents herein) that they went to Bangkok and availed insurance plan from the Opposite Parties. The complainants and their luggage were insured for late delivery/loss by the Opposite Parties. It was mentioned in the terms & conditions of the insurance that in case there is delay of more than 12 hours in delivery of the luggage at destination, the Opposite Parties would pay 500 USD to the each complainant. It was alleged

that belongings of all the complainants were booked from Delhi on 23.06.2022, but was received on 25.06.2022 at 8.00 pm. at Bangkok, owing to which the complainants faced a lot of inconvenience and lot of trouble for want of luggage. The Complainants sent e-mails to the Opposite Parties to pay the insurance claim for the delay and even Complainant No.1 personally visited the office of Opposite Party No.2, but to no avail. Hence, the aforesaid Consumer Complaint was filed before the Ld. Lower Commission, alleging deficiency in service and unfair trade practice on the part of the Opposite Parties.

4. In their joint reply filed before the Ld. District Commission, while admitting the factual matrix of the case, the Opposite Parties pleaded that the claim was lodged only by Complainant No.3 Dharta Devi and no claim whatsoever was ever been lodged with the answering Opposite Parties by the other Complainants. Even all the baggage tags and PIR (Property Irregularity report) were in the name of Dharta Devi and she failed to provide the bills and receipts related to any emergency purchases made by her, despite the repeated requests made by the Opposite Parties. The Opposite Parties as per terms & conditions of the insurance policy was liable only

for emergency purchases of toiletries, medication and clothing in the event of insured person suffering delay of his/her checked in baggage. It was averred that the Complainants failed to supply the required documents despite repeated requests and as such the complaint is not maintainable being premature. Denying all other allegations and pleading no deficiency in service, the Opposite Parties prayed for dismissal of the Complaint.

5. On appraisal of the pleadings and the evidence adduced on record, Ld. District Commission allowed the consumer Complaint of the Complainants/ Respondents, as noticed in the opening para of this order.

6. Aggrieved against the aforesaid order passed by the Ld. District Commission, the instant Appeal has been filed by the Appellants/Opposite Parties.

7. We have heard Learned Counsel for the parties and have also gone through the evidence and record of the case, with utmost care and circumspection.

8. The core question that falls for consideration before us is as to whether the Ld.

District Commission has rightly passed the impugned order by appreciating the entire material placed before it.

9. After giving our thoughtful consideration, to the contentions raised and material on record, we are of the considered opinion, that the instant Appeal is liable to be **partly accepted** for the reasons to be recorded hereinafter.

10. It is the case of the Appellants that the Ld. District Commission while passing the impugned order has failed to appreciate the documentary evidence available on record, which resulted into perverse finding. Learned Counsel for the Appellants argued that the Ld. District Commission travelled beyond the evidence placed on record, which resulted into total non-appreciation of the terms & conditions of the insurance, leading to incorrect finding.

11. Per material on record, Respondents No.1 to 6 (Complainants) had undertaken a tour to Bangkok through Make My Trip (India) Pvt. Limited and purchased an insurance policy from the Appellants (Insurance Company) namely, Reliance Travel Care Policy - Corporate Short Term, which was valid from 23.06.2022 to 30.06.2022 for a period of eight days

with plan opted MMT-Asia Plan - 5 covering various risks as set out in the Schedule of Policy. A bare perusal of the same would make it emphatically clear that the Appellants (Insurance Company) under the heading "*Policy Coverage*" had covered additionally for late delivery/ loss of luggage whereby it was insured that if there was any delay in delivery of luggage for more than 12 hours at the destination, the insurers would pay 500 USD.

12. There is no dispute about the fact that all the Respondents were duly covered under the aforesaid policy, for which they paid a premium of ₹599.91/- each. Per Annexure A-4, four bags of luggage containing of the belongings of all the six Respondents were booked from Delhi on 23.06.2022 and it is borne on record that said bags were delivered on 25.06.2022 at Bangkok (i.e. with a delay of more than 12 hours), for the reasons best known to the Appellants.

13. Ld. District Commission has aptly noticed the aforesaid deficiency in service on the part of the Appellants/ Opposite Parties, but failed to take into consideration that there were four bags of luggage containing the belongings of all the six

Respondents, therefore, the Opposite Parties were only liable to pay for the delay of more than 12 hours in delivery of four bags of luggage at the rate of 500 USD. Thus, the direction contained in Para 8 (i) of the impugned order directing the Appellants (Insurance Company) to pay claim amount of 500 USD to each of the six Complainants as per prevailing rate at the time of payment, is contrary to the material placed on record and to this extent, the order of the Ld. District Commission needs modification. The remaining part of the order shall remain intact.

14. No other point was urged by the Counsel for the Parties.

15. In view of above, the present appeal stands partly accepted. The orders of the Ld. District Commission are modified and Respondents/Opposite Parties are, jointly & severally, directed as under:-

- i) *to pay as per the policy coverage to the Complainants for the delay of more than 12 hours in delivery of four bags of luggage at the rate of 500 USD each as per the prevailing rate at the time of payment along with interest @9% p.a. from the date of filing of instant Complaint, till realization.*
- ii) *to pay composite amount of ₹10,000/- to the Complainants as compensation for causing mental agony and harassment to them and as cost of litigation.*

16. The order be complied with by Respondents/ Opposite Parties within a period of 30 days from the date of receipt of its certified copy, failing which, they shall be liable to pay penal interest in the manner as directed by the Ld. District Commission.

17. The pending application(s), if any, stand disposed off as having become infructuous.

18. Certified copies of this order be sent to the parties free of charge.

19. The appeal file be consigned to Record Room, after completion and the record of the Ld. District Commission be sent back immediately.

Pronounced
21st March, 2024

Sd/-
(PADMA PANDEY)
PRESIDING MEMBER

Sd/-
(PREETINDER SINGH)
MEMBER

"Dutt"