

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,  
PANIPAT.**

CONSUMER COMPLAINT NO: 104 of 2022

DATE OF INSTITUTION: 01.04.2022

DATE OF ORDER: 28.03.2024

1. Brahma Nand S/o Suraj Ban, R/o village Khandra, Tehsil Madlauda, District Panipat.

.....COMPLAINANT

VERSUS

1. Muthoot Finance Ltd. situated at First Floor, LMR High Building, Opposite I.B. College, G.T. Road, Panipat through its Branch Manager/Authorized Person.
2. Liberty General Insurance Co. Ltd., situated at The Capitol, 2nd and 3rd Floor, New D.P. Road, Near Ashoka Hotel, Visal Nagar, Pimple Nilakh, Pune-411027 through its M.D./Authorized Person/Signatory Authority.

..OPPOSITE PARTIES/RESPONDENTS

COMPLAINT CONSUMER PROTECTION ACT

BEFORE: - Dr. R.K. Dogra, President.  
Dr. Rekha Chaudhary, Member

Present: - Shri Dharambir Jangra, Advocate for the complainant.  
Shri Rakesh Malik, Advocate for the opposite party No.1.  
Opposite Party No.2 ex parte vide order dated 31.05.2022.

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

The instant complaint has been filed by complainant Brahma Nand against the **opposite parties u/s 35 of the Consumer Protection Act, 2019** seeking insurance claim from the opposite parties alongwith interest and costs.

## **FACTUAL ASPECTS**

2           The brief facts, as alleged in the complaint by the complainant is that the complainant was serving in respondent No.1 as Branch Manager vide employee I.D. No. DM37708 from May 2020 to August 2021 and the health of the complainant was secured under Group Insurance Policy No.42113742798, Member I.D. No.42113742798A valid from 01.01.2021 to 31.12.2021. The complainant was suffering from high grade fever and due to which he was admitted in Raj Hospital, Madlauda, District Panipat on 19.07.2021. The complainant was remained admitted in the said hospital from 19.07.2021 to 26.07.2021. Information regarding the admission of complainant was sent to the respondents but the respondents not made even a single penny against the bill amount of Rs.1,13,765/- and the bill was paid by complainant from his own pocket. Thereafter the complainant submitted all the documents to the respondents but the respondents repudiated the claim of the complainant on false grounds. A legal notice dated 10.03.2022 was also sent to respondents but the respondents has not received any reply till date. So, the complainant has come to this Commission with the prayer to direct the respondents to release the claim amount of Rs.1,13,765/- along with interest @ 12% per annum and Rs.1,00,000/- as compensation on account of mental pain and agony along with Rs.50,000/- as litigation expenses.

3           Upon notice, opposite party No.1 appeared and filed its written statement but none appeared on behalf of opposite party No.2, hence the opposite party No.2 was proceeded against ex parte vide order dated 31.05.2022. In reply, opposite party No.1 took preliminary objections regarding maintainability, cause of action and mis-joinder and non-joinder of parties. It is submitted that opposite party No.1 is non-banking financial company. The opposite party No.1 is neither an insurance company nor does it engage itself in issuing any insurance policy. The opposite party No.2 is an entity duly authorized by the competent authorities to deal in as well as issue insurance policies to the intending entities/persons. The policy in question had been availed by the answering opposite party No.1 for the benefit of its employees from Liberty General Insurance Co. Ltd. i.e. opposite party No.2. It is further submitted that opposite party No.1 and opposite party No.2 are not concerned or related to each other. The relationship between the opposite party No.1 and opposite party No.2 is that of the holder of the insurance policy and the issuer of the insurance policy. So there is no deficiency in service on the part of the answering opposite party and prayed for dismissal of present complaint.

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

4           In support of his case, learned counsel for the complainant has tendered in evidence the affidavit of complainant as **Ex.CW1/A** and closed the evidence on behalf of complainants after tendering the following documents:

**Photocopies of:-**

<b>Legal Notice</b>	<b>Ex. C-1</b>
<b>Postal Receipt</b>	<b>Ex. C-2</b>
<b>Cashless health card</b>	<b>Ex. C-3</b>
<b>All medical documents</b>	<b>Ex. C-4</b>

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

5 On the other hand, learned counsel for the opposite party No.1 has tendered into evidence the affidavit Shubham, Branch Manager as Ex.RW1/A and closed the evidence after tendering the following documents;

**Photocopy of:-**

<b>Authorization letter</b>	<b>Ex. R-1</b>
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6 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 complaint of the complainant is maintainable and the complainant is entitled for Rs.1,13,765/ along-with interest and cost.? OPC.**
- 2. Whether the complaint of the complainant is not maintainable in the present form? OPC**

**STAND TAKEN BY THE COMPLAINANT**

7 Learned counsel for the complainant has contended that the complainant was serving in respondent No.1 as Branch Manager and the health of the complainant was secured under Group Insurance Policy valid from 01.01.2021 to 31.12.2021. The complainant was suffering from high grade fever and due to which he was admitted in Raj Hospital, Madlauda, District Panipat

on 19.07.2021. The complainant was remained admitted in the said hospital from 19.07.2021 to 26.07.2021. Information regarding the admission of complainant was sent to the respondents but the respondents not made even a single penny against the bill amount of Rs.1,13,765/-. Thereafter the complainant submitted all the documents to the respondents but the respondents repudiated the claim of the complainant on false grounds. A legal notice dated 10.03.2022 was also sent to respondents but the respondents has not received any reply till date. So, there is deficiency on the part of the ops for denial the claim wrongly and illegally.

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

8           On the other hand, it is argued on behalf of the OP No.1 that opposite party No.1 is non-banking financial company. The opposite party No.1 is neither an insurance company not does it engages itself in issuing any insurance policy. The policy in question had been availed by the answering opposite party No.1 for the benefit of its employees from Liberty General Insurance Co. Ltd. i.e. opposite party No.2. The relationship between the opposite party No.1 and opposite party No.2 is that of the holder of the insurance policy and the issuer of the insurance policy. Hence, the answering opposite party is not liable to pay any claim amount and prayed for dismissal of the present complaint.

9 We have gone through the written arguments submitted by the complainant and respondent No.1 and also heard the oral arguments advanced by learned counsel for the parties. Our point-wise findings with reasons thereof are as under:-

## **FINDINGS**

### **POINT NO.1**

10. In order to establish this point, the complainants has placed on record the medical history and treatment record and other documents belonging to complainant for admission in Raj Hospital, Assandh Road, Madlauda which proves that the complainant was hospitalized on **19.07.2021** in Raj Hospital, Assandh Road, Madlauda and was discharged on **26.07.2021**. It is correct upto the extent that OP No.1 is only an agent but the liability can be fastened on opposite party No.1 as he worked on behalf of opposite party No.2. Opposite party No.2 did not appear before this Commission to refute the contentions of the complainant and the opposite party No.2 was proceeded ex parte vide order dated 31.05.2022. The admission of complainant is proved and all the treatment record Ex.C4 has shown all the details upto discharge. All contentions of complainant remained un rebutted and hence deserves to be allowed. Complainant is duly insured during treatment period and policy was cashless. The contentions in repudiation letter that treatment was under BAMS has no merit because treatment was done by MD & MBBS doctors, hence the contentions are declined.

All the documents Ex.C1 to Ex.C4 are proving that complainant was severe ill and was treated in Raj Multispeciality Hospital and policy was cashless, so the complainant is certainly entitled to be reimbursed for the amount paid in the hospital. So, repudiation is wrong and there is deficiency in service on the part of opposite party No.2. It may be further noted that opposite party No.1 worked on behalf of opposite party No.2 and it is settled proposition of law that the master is vicariously liable for the act done by his servant, so both are held liable to reimburse the claim amount to the complainant. Hence, the point No.1 is hereby returned in favour of the complainant and against the opposite parties.

#### **POINT NO.2.**

11. Having a glance over the detailed findings on **Point No.1**, this point No.2 has become redundant as no evidence could be led by the Ops to prove this fact that complainant has furnished wrong documents in order to get the claim for which he was not entitled. Hence, this point remains unproved at the instance of OPs rather complainant has proved that the present complaint is maintainable in the present form. Hence, this Point is hereby returned against the opposite parties and in favour of complainant.

#### **FINAL ORDER**

12 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 and as per the terms and

condition of the policy, the complainant was to be reimbursed the treatment charges from the Ops and accordingly, it is ordered that the opposite parties are directed to reimburse the amount **Rs.1,13,765/-** 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 **all the opposite 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.

13 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:28.03.2024**

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

Vanisha (Stenographer)

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