

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, REWARI.

Consumer Complaint No: 289 of 2022.

Date of Institution: 4.8.2022.

Date of Decision: 5.3.2024.

Anil Kumar Shrivastava son of Shri Sahara Prasad Shrivastva, resident of plot no. 71, Sudha Sarovar, near C , Block Govindpuram, Ghaziabad, Uttar Pradesh -201013, now at present employee of Chief Bureau Amar Ujala Newspaper, Sector -1, Rewari, Distt. Rewari.

.....Complainant.

Versus

1. Punjab National Bank Branch Ghaziabad through its Branch Manager,
2. PNB MetLife India Insurance Company Ltd. unit no 101, first floor, Techniplex-I, Techniplex Complex, Off. Veer Savarkar Flyover, SV Road, Goregaon ( West), Mumbai-400062, Maharashtra through its Managing director,
3. Punjab National Bank, Branch Circular road, Rewari, Tehsil and Distt. Rewari through its Manager.

.....Opposite Parties

Complaint Under Section 35 of Consumer Protection Act, 2019

Before: Shri Sanjay Kumar Khanduja.....President.

Shri Rajender Parshad..... Member.

Present : Shri Sunil Bhargava , Advocate for complainant.

Opposite party no.1 given up.

Shri Rajeev Gupta, Advocate for opposite party no.2.

Opposite party no.3 exparte.

## ORDER

{ *Per Sanjay Kumar Khanduja ,President* }

This present complaint has been filed by complainant against the opposite parties ( for short the OPs ) under Section 35 of The Consumer Protection Act, 2019 alleging deficiency in services on their part.

Brief facts of the case are as under :-

2. Complainant is aggrieved with the OPs, as their official Pooja Yadav induced him to buy two life insurance policies of PNB Met Life Guarantee Saving Plan vide policies no. 22590043 and 22665382 issued on 27.6.2018 and 25.6.2018 respectively with the date of commencement of risk w.e.f. 22.6.2018 and 15.9.2018 for five years each. It is submitted that said Pooja Yadav assured him that the complainant will have to deposit Rs. one lac per year upto 5 years and thereafter complainant shall be entitled to receive Rs. 6.25 lac to 7 lacs approximately . However, the complainant was stunned to receive the said policies, which were having the terms of 10 years and 15 years. In one of the policies, his nominee has been wrongly shown as Jyoti Yadav instead of his wife Jyoti Sirivastva. Complainant repeatedly reached out to OPs to redress his grievance and to pay the maturity amount alongwith interest but to no avail. Hence, this complaint to pay the maturity amount of both the

policies besides paying him Rs. 50,000/- as compensation for harassment and litigation expenses.

3. In the reply filed by the opposite party No.2, the claim of the complainant has been controverted. However, it is submitted that the complaint is false and frivolous. In para no.3 of the reply, a following table has been mentioned showing the details of the both the polices :-

Product / Plan	PNB Guaranteed Plan	MetLife Savings	PNB Guaranteed Plan	MetLife Savings
Policy number	22590043		22665383	
Date of issue	27.6.2018		25.9.2018	
Date of Commencement of Risk	22.6.2018		15.9.2018	
Policy holder/ life assured	Anil Shrivastava		Anil Kumar Shrivastava	
Sum assured	Rs. 7,14,981/-		Rs. 4,19,800/-	
Policy term	10 years		10 years	
Premium term	5 years		5 years	
Premium Amount	Rs.99,999.25		Rs.59,999.77 (approx)	
Premium Frequency	Annual		Annual	
Nominee	Jyoti Shrivastava		Jyoti Yadav	

It is further submitted in the reply that at the time of taking the said policies, guidance was provided to complainant by concerned consultant and the terms of the policies were explained to him and the policy documents were sent at complainant's communication address stated in the proposal form. Further forwarding letter was sent making the complainant aware about the free look provisions, which complainant did

not exercise within stipulated period of 15 days by getting the policies cancelled.

4. It is next submitted that complainant's both the said policies have lapsed, as complainant deposited only two yearly premiums of Rs. 99,999/- each vide policy no. 22590043 and further deposited only one premium amount of Rs. 59,999/- vide policy no. 22665383 . It is submitted that both the said policies have lapsed due to non payment of premium and in this regard notices Ex. R -6 and R -7 were sent. Thus the present complaint is not maintainable, as it is the complainant, who violated the terms and conditions of the insurance policy .

5. It is pertinent to mention here that OP no.1 was given up on 6.10.2022 whereas OP no.3 was proceeded against exparte on 28.10.2022.

6. Both the parties in support of their respective case tendered in documentary evidence their respective affidavits and adduced certain documents. Reference of relevant record shall be given in this order.

7. We have heard both the counsel for the parties and gone through the case file thoroughly and after hearing the rival contentions of both the parties, we are of the convinced view that the present complaint

has merit and the same deserves acceptance for the reasons mentioned hereinafter.

8. It is an open and shut case of the mis-selling of the insurance policies by OP no.2 to complainant through their official Smt. Pooja Yadav, who has been repeatedly blamed by complainant to be responsible for his plight in mis-selling him the said policies. The complainant considered the celebration of prospective marriage of his daughter after five years by taking the maturity amount of the policies. However, he was deceived by concealing the true and material fact by the said official in not giving the complete disclosure of the terms and conditions of the insurance policies.

9. The complainant was sold the policies for a longer period, which was not suitable to the needs of the complainant. The policies have been issued, which clearly bear the name of Pooja Yadav as the official of OP no.2, who was responsible for persuading the complainant to buy the said policies. There is nothing on record to show that the terms and conditions of the insurance policies were explained and communicated to the complainant. On the contrary, there is ample evidence available on record to prove that having felt cheated from the malafide selling of the policies, the complainant swung into action by submitting a complaint to the Manager of OP no.2 vide letter Ex. C -2 dated 25.9.2019, wherein the complainant highlighted his plight and

further castigated said Pooja Yadav, being responsible for mispresenting him to buy the said policies .

10. The grievance of the complainant was not redressed, as the complainant being a senior Journalist was cheated to buy the policies for a longer period. The complainant was made to deposit two premiums of Rs. 99,999/- each in one of the polices and Rs. 59,999/- in another policy. Since complainant had no sufficient financial viability to buy the polices for longer periods, therefore, it was well within his right to seek the refund of the said policies. The said letter Ex. C -2 bears the stamp of the OP no.2, with regard to the receipt of the letter from complainant but it was not replied by it, which clearly shows the defiant attitude of OP no.2.

11. The second letter Ex. C -3 bears date 27.2.2020, wherein also the complainant escalated the issue with the Manager of PNB Met Life by bringing to his notice about the refund of the said policies with an alarm to OP no.2 to get the FIR lodged in Police Station on the charge of committing cheating with him. The said letter also bears the stamp of OP no.2 with signature of the concerned official at the time of the receipt of the said letter. The said letter also went un-replied. Not only this, there is one another letter Ex. C 4 dt. 27.2.2021 written by the complainant to the Chairman/ Managing Director of OP no.2, wherein also it was highlighted and reiterated the version given by the complainant , as complainant was

misled and deceived by way of misrepresentation of facts by Pooja Yadav to the effect that both the policies shall be matured within 5 years, as complainant needed the maturity amount of the policies with interest in the 6<sup>th</sup> year.

12. The complainant further informed to the superior officer of the OP no.2 about the malafides as well as of the modus operandi by said Pooja Yadav. In the said letter Ex. C -4, it has been clearly highlighted that in one policy, which was in the name of his wife Jyoti Sirivastava, the amount of said policy had been returned to her. That being so, the version of the complainant that out the three policies, two policies were sold to him by way of mis-selling has a ring of truth. Had there been no misrepresentation or fraud in mis selling the policies to the complainant and his wife, then the OP no.2 would not have returned the money of one of the policies purchased by complainant's wife. The negligence of the OP no.2 stems from the fact that in one of the policies, the name of the nominee of the complainant is mentioned as Jyoti Yadav instead of Jyoti Sirivastava.

13. In our considered opinion, the OP no.2 had no right to forfeit the amounts of the said policies under the garb of discontinuation of the deposit of the insurance premiums by the complainant for further years pertaining to both the policies.

14. The complainant cannot be penalized, if he did not exercise the option of cancelling the policies within free look period because the complainant has been proved to be a victim of unfair trade practice and misrepresentation of facts on the part of the official Pooja Yadav of OP no.2.

15. The territorial jurisdiction of this Commission cannot be said to be barred in view of the fact that the complainant is a Bureau Chief in a newspaper and works for gain, as such in Sector -1, Rewari as mentioned in the title of the complaint. The said address of the complainant where he works for the gain, could not be rebutted by the OP no.2. As per Section 34 (2) (d) of Consumer Protection Act, 2019, a complaint can be filed at a place before the Distt. Commission, where the complainant resides or personally works for gain.

16. Hence, as an upshot of our above discussion, the present complaint is allowed against opposite party no. 2, whereby it is directed to pay Rs.2,59,997/-, ( Rs. 99,999/- + Rs. 99,999/- + Rs. 59,999/-) the premiums deposited by the complainant of two policies, to the complainant alongwith interest @ 9 % per annum with yearly rests from the date of filing of this complaint till the expiry of period of 45 days from today, failing which the said amount shall fetch interest @ 12% per annum

with yearly rests from the date of filing of the complaint till realization. That apart, complainant is also allowed compensation of Rs. 25,000/- on account of mental agony and harassment and Rs. 11,000/- as litigation expenses to be paid to him within the above stipulated period of 45 days from today, failing which the said amounts shall also carry interest @ 9% per annum with yearly rests from the date of filing of the complaint till realization.

17. If the order of this Commission is not complied with, then the complainant shall be entitled to file execution petition under section 71 of Consumer Protection Act, 2019 and in that eventuality, the said opposite party may also be liable for prosecution under Section 72 of the said Act, which envisages punishment of imprisonment, which may extend to three years or fine upto Rs. one lac or with both. Copies of this order be sent to the parties 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  
5.3.2024.

President,  
District  
Consumer Disputes  
Redressal Commission, Rewari.

Member,  
DCDRC, Rewari.

( Nisha Yadav,S/Grapher)