

**BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, REWARI.**

Consumer Complaint No: 405 of 2022

Date of Institution: 06.10.2022

Date of Decision: 12.04.2024

Himanshu Yadav s/o Sh. Raj Kumar, R/o village Sulodha, Tehsil and District
Jhajjar.

.....(Complainant)

Versus

1. Manasavi Hospital & Trauma Centre, Rajesh Pilot Chowk, Rewari
through its M.D.
2. TATA AIG General Insurance Company Ltd., 5th & 6th Floor Imperial
Tower, H. No. 7-1-6-617/A GHMC No. 615, 616 Ameerpet, Hyderabad
(Telangana) 500016 through its M.D.

.....(Opposite Parties)

Complaint Under Section 35 of Consumer Protection Act 2019.

BEFORE: SHRI SANJAY KUMAR KHANDUJA ...PRESIDENT
SHRI RAJENDER PARSHADMEMBER

Argued by: Ms. Nisha Saini, Advocate for the complainant.
OP No. 1 already given-up vide order dated 27.02.2023.
Sh. Ashok Yadav, Advocate for the OP No. 2.

ORDER

(Per Sanjay Kumar Khanduja, President)

This present complaint under Section 35 of the Consumer Protection Act, 2019 (for short the Act) has been filed by complainant Himanshu Yadav (for short the complainant) against the opposite parties (for short the OPs), seeking

the medical reimbursement claim of medical expenses of Rs.74,843/- paid by the complainant to OP No. 1 with regard to his treatment for UTI (Urinary Tract Infection) of his hospitalization from 14.05.2022 to 18.05.2022.

2. Brief facts of this case are as under:-

3. The complainant had got a health insurance policy from OP No. 2 insurance company by paying the requisite premium. It was valid from 16.02.2022 to 15.02.2023. According to complainant, during the subsistence of the said policy period, he fell ill having fever, body ache and pain. He visited OP No. 1 hospital on 14.05.2022, where he remained admitted till 18.05.2022. According to complainant, despite submitting all the documents, the OP No. 2 has repudiated the genuine claim of complaint vide repudiated letter dated 13.07.2022 Ex.C6 on flimsy ground of dishonesty in seeking the claim with dishonest means. The said repudiated letter is challenged being illegal with further request to this Commission to pay him the aforesaid bills alongwith compensation of Rs.20,000/- on account of mental and physical harassment inclusive of litigation expenses. Hence, this complaint.

4. It is pertinent to mention that OP No. 1 hospital was deleted from the array of the OPs vide separate statement of the Ld. Counsel for the complainant on 27.02.2023.

5. In the reply filed by the OP No. 2, it is submitted that the claim has been rightly repudiated as complainant did not submit requisite documents and

further the separate claim of OP No. 1 hospital, owned by one Sh. Navneet Kumar, who is a separate policy-holder of OP No. 2, has been denied due to fraud. In the end, it is submitted that the claim has been rightly repudiated. Denying other allegations a further submission is made to dismiss the complaint.

6. Both the parties adduced evidence in support of their respective case.

7. We have heard both the learned counsels for the parties and have also gone through the case file carefully.

8. In our considered view, there is merit in this complaint and same deserves to be allowed for the reasons hereinafter mentioned.

9. Upon the perusal of the overwhelming evidence available on the record, it is evident that the complainant has been given a raw deal by the OP No. 2, who has wrongly and illegally repudiated the fair and genuine medical reimbursement claim of the complainant vide letter Ex.C6 by giving the following rejection remarks:-

“On scrutiny of claim documents, it is observed that facts related to claim with policy inception dated 16.02.2022, with date of admission 14 May, 2022 are dishonest, supported by dishonest means. Hence we regret to inform you that claim is repudiated as per Section 4(6)(i)”.

10. At this juncture, it will be worthwhile to go through the query letter Ex.OP2 dated 11.06.2022 sought by the OP No. 2 from the complainant, vide which attested copies of indoor papers of his hospitalization including the admission notes and daily progress report and previous record prior to

hospitalization, including first consultation papers, were sought. Interestingly prior thereto, the OP No. 2 had acknowledged the claim lodged by the complainant, which was enclosed with the requisite documents. Strangely no postal receipts of the dispatch of the said letters could be placed on the record by OP No. 2. Still further the OP No. 2 was shy of placing on the record the repudiation letter, which has been placed on the record by complainant vide letter dated 13.07.2022 Ex.C6. From the perusal of the said letter, it is evident that the claim has been vaguely repudiated on the ground that there was submission of claim by dishonest means.

11. Nothing is mentioned in the said letter, as to what sort of dishonestly and fraud was committed by the complainant to support his claim. There is nothing in the said repudiation letter that the hospitalization of the complainant in OP No. 1 was fake and staged drama. Nothing is apparent from the reply as to how the claim was not found genuine? Why the complaint to police could not be lodged by the insurer? The documents sought by OP No. 2 vide letter Ex.OP2 could have been very well collected from the complainant. Even investigator could have been appointed to go into the authenticity or otherwise of the medical documents submitted by the complainant but the said step was not travelled by the OP No. 2, which speaks low of its credential as a genuine insurer.

12. Ld. Counsel for the complainant has rightly cited guidelines dated 11th June, 2020 issued by Insurance Regulatory and Development Authority of India (IRDAI), wherein it has been made mandatory upon the insurer to settle the

claim either by way of rejection or acceptance, as submitted by insured, within 30days from the receipt of last necessary documents, otherwise delay shall invite penalty of interest @ 2% above the bank interest.

13. It is evident from the repudiation letter as to the failure of the complainant in order to submit the requisite documents, as sought in the letter Ex.OP2. Therefore by necessary implication, it is amply clear that complainant has even submitted the sought documents to OP No. 2 insurance company.

14. The OP No. 2 acted fast and loose by not reimbursing the medical bills of Rs.74,843/- to the complainant and has rendered deficient services to the complainant by branding the claim as fraudulent.

15. Accordingly, in the interest of justice, the present complaint is allowed, whereby direction is given to the OP No. 2 to pay Rs.74,843/- to the complainant alongwith Rs.20,000/- as compensation for harassment alongwith the litigation expenses, as sought by the complainant alongwith interest @ 9% per annum from the date of filing the complaint till payment within a period of 45 days from today, failing which the said amounts shall carry interest @ 12 % per annum from the date of filing of complaint till payment.

16. Non-compliance of this order by OP No. 2 may entail consequences under Sections 71 and 72 of the Consumer Protection Act, 2019. However, Section 72 of the Consumer Protection Act, 2019 clearly envisages imprisonment upto 3 years or fine upto Rs.1,00,000/- or with both for non-compliance of order of the Consumer Commission.

17. Free of cost copies of this order be sent to all the parties as per rule and thereafter this order be promptly uploaded on the website of this Commission.

File be consigned to record room after due compliance.

Announced in open Court:-
12.04.2024

President,
District Consumer Disputes
Redressal Commission, Rewari.

Member,
DCDRC, Rewari.