

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,  
BIHAR, PATNA  
FINAL ORDER**

**First Appeal No. A/137/2022  
( Date of Filing : 28 Sep 2022 )  
(Arisen out of Order Dated 13/08/2022 in Case No. CC/65/2010 of District Saran)**

1. Meena Devi

Wife of Late Motilal Sah, Resident & Mohalla- Gudari Rajke  
Chowk, PO & PS- Bhagwan Bazar,  
Saran at Chhapra  
Bihar

.....Appellant(s)

Versus

1. The Senior Divisional Manager, National Insurance Co. Ltd.  
& Ors  
Division No. 3, 8 India Exchange Place, (Ground Floor),  
Kolkata  
West Bengal

.....Respondent(s)

**BEFORE:**

**MISS GITA VERMA PRESIDING MEMBER  
MR. RAJ KUMAR PANDEY MEMBER**

**PRESENT:**

**Dated : 26 Apr 2024**

**Final Order / Judgement  
ORDER**

**Per: Raj Kumar Pandey (Member)**

**Dated-26.04.2024**

1. The present appeal is directed against the IIIrd part of the order dated 13.08.2022 passed by Learned District Consumer Disputes Redressal Forum, (Commission) Saran at Chapra (in short District Commission) in consumer complaint no.65 of 2010 whereby and whereunder District Commission, saran allowed complaint of the complainant with a direction to the respondents (O.P.s) to pay the Insurance amount to the tune of Rs.5,00,000/- ( Five lacs) and apart from that, a sum of Rs.50,000/- (Fifty thousand) as compensation along with 6% interest thereon from the date of impugned order till its payment to the appellant/complainant, failing which the complainant would have liberty to recover the amount by process of law.

2. Brief facts of the complaint case was before the District Commission, that husband of the complainant Moti Lal Sah took a Janta Personal Accident Insurance Policy on 01.10.2004 for a sum of Rs.5,00,000/- bearing policy no.100300/42/04/8200012 valid for the period from 01.10.2004 to 30.09.2014 from the opposite party no.4 (Golden Multi Service Club Limited)/Respondent no.4), issued by National Insurance Company Ltd. (Opposite parties/ respondent nos.1,2,3). The complainant Meena Devi was nominee in the said policy.

Unfortunately, Insured Moti Lal Sah died on 29.06.2007 during course of treatment at PMCH, Patna on account of head injury sustained by him. Thereafter, death claim was submitted on behalf of widow/nominee of the deceased Moti Lal Sah, along with all relevant papers available at that time and thereafter she also submitted some more documents required by opposite parties but despite several request, unnecessary harassment was caused on behalf of the opposite parties and payment of insured money was delayed. It is the further case of the complainant that she had been suffering from mental agony, physical harassment and economical loss due to ulterior motive on the part of opposite parties, however there was no any fault on behalf of the complainant, because time and again she submitted all required documents on demand of opposite parties. As the complainant had no any option but to file a consumer complaint before the appropriate forum, as such the complaint was filed before the District Commission.

3. On notice, issued by the District Commission the National Insurance Company Ltd. (Respondents/ Opposite parties) appeared and filed their written version stating therein that the case of the complainant was hit by misjoinder and non-joinder of necessary party. It had been submitted that Opposite party no.2 &3 were not necessary party as there was no nexus between opposite party no.1 in one hand and opposite party no.2 & 3 in another hand with respect to their business. It had been also submitted that there was no relation of insured and insurer between opposite party no.4 and other O.Ps (2 &3). It has been also contended that only Kolkata Court had got jurisdiction to entertain any matter of the Insurance Company. The point of limitation was also raised and it was prayed that the case of the complainant liable to be dismissed.

A separate W.S. was also filed on behalf of the Opposite party no.4 (Golden Multi Services Club Limited) stated therein that the opposite party no.4 had no role with respect to settlement of claim, rather Opposite party no.4 was only as an Insurance facilitator and it was prayed that to dismissed the complaint against the opposite party no.4.

4. As per the impugned order, during course of hearing learned District Commission examined two oral witnesses as also considered 14 documentary evidences (Ext. 1 to 14), produced on behalf of the complainant. However, no any documentary evidence was produced on behalf of opposite parties.

5. After hearing both the parties as well as considering all the evidences produced on behalf of the complainant the District Commission found that the case of the complainant was true and passed the order as mentioned above.

6. Being partially aggrieved and dissatisfied with the order passed by Ld. District Commission, the complainant/appellant has preferred this appeal for the enhancement of rate of interest, payable from the date of loss.

7. Both the parties have filed written notes of arguments in support of their respective case.

8. We have heard the learned counsels appeared on behalf of both the parties and also perused materials available on record.

9. The grounds of appeal is mainly with respect to enhancement of rate of interest, payable from the date of loss.
10. After considering the facts of this appeal, we have come to the conclusion that the Insurance policy is admitted, the death of the insured is also admitted and the steps taken by complainant/nominee with respect to payment of sum assured of insurance policy of her deceased husband were also in proper way, as evidencing from the perusal of complaint petition as well as impugned order. But we have surprised that while all the relevant documents were made available before the insurance company then why the claim was not settled? There is no clear explanation available on record in this regard. The insurance company/opposite parties ought to have settled the claim much earlier, but it was not done. As such the conduct of the Insurance Company shows that they were deficient to provide proper service to the complainant/beneficiary.
11. Learned District Commission before passing the order did not consider this matter and passed the order with respect to payment of awarded amount with interest from the date of order.
12. So, far as regards the liability of the opposite party/respondent no.4 towards the payment of awarded amount is concerned, it is clear that the opposite party no.4 was merely an insurance facilitator. Hence, no liability would cast upon the opposite party/respondent no.4 with respect to payment of awarded amount.
13. In such circumstances the order passed by Ld. District Commission is modified as under:-
- “ The opposite parties/respondents no.1,2 &3 are directed to pay jointly and severally Rs.5,00,000/- (Five Lac) only, as a sum assured along with Rs.50,000/- for physical & mental harassment and economic loss with interest@7% p.a. from the date of filing of the complaint (i.e. dated 05.10.2010) within two month from the date of production/receiving of this order, failing which the rate of interest will be enhanced @ 12% p.a. ”.***
14. With the aforesaid modification of the order passed by the Ld. District Commission the appeal of the appellant/complainant is allowed.
15. A copy of this order be supplied to both the parties free of cost as mandated by the C.P. Act 2019. Order be uploaded forthwith on the website of the State Commission.
16. Let the file be consigned in the record room along with copy of this order.

**(Raj Kumar Pandey)**

**(Gita Verma)**

Member (M)

Judicial Member

(F)

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**[ MISS GITA VERMA ]  
PRESIDING MEMBER**

**[ MR. RAJ KUMAR PANDEY ]  
MEMBER**