

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
SISUVIHAR LANE
VAZHUTHACAUD
THIRUVANANTHAPURAM
695010**

**Complaint Case No. CC/660/2023
(Date of Filing : 12 Dec 2023)**

1. K Aravindakshan Pillai
bhagavathy nagar,sasthamangal,TvpmComplainant(s)
Versus
1. Reliance Nippon insurance
nikunjam,pattom,tvpmOpp.Party(s)

BEFORE:

**HON'BLE MR. Sri.P.V.JAYARAJAN PRESIDENT
HON'BLE MRS. Preetha .G .Nair MEMBER
HON'BLE MR. Viju V.R MEMBER**

PRESENT:**Dated : 09 Oct 2024****Final Order / Judgement****BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION****VAZHUTHACAUD : THIRUVANANTHAPURAM****PRESENT**

SRI. P.V. JAYARAJAN : PRESIDENT
SMT. PREETHA G. NAIR : MEMBER
SRI. VIJU V.R. : MEMBER

C.C.No. 660/2023 Filed on 12/12/2023**ORDER DATED: 09/10/2024**

Complainant: : K.Aravindakshan Pillai, TJRA-154, Bhagavathy Lane,
Sasthamangalam.P.O., Thiruvananthapuram – 695 010.

Opposite parties : (Party in Person)
1. Advisor code :22546203, Reliance Nippon
Insurance, Nikunjam Saras, 6th floor, Opp.PSC
Office, Pattom, Thiruvananthapuram – 695 004.

2. Branch Manager, Reliance Nippon Insurance, 6th
Floor, Nikunjam Saras, 6th floor, Opp.PSC Office,
Pattom, Thiruvananthapuram – 695 004.

(Ex Parte)

ORDER

SRI.P.V. JAYARAJAN, PRESIDENT:

This is a complaint filed under section 35 of Consumer Protection Act 2019 and the matter stood over to this date for consideration. After hearing the matter the commission passed an order as follows:

2. This is a complaint filed by the complainant against the opposite parties alleging deficiency in service and unfair trade practice on the part of the opposite parties. After admitting the complaint notice was issued to the opposite parties to appear before this Commission on 05/02/2024. The said notices were accepted by both the opposite parties on 08/01/2024. After accepting the notices 1st & 2nd opposite party failed to appear before this Commission and hence on 18/03/2024, both the 1st & 2nd opposite parties were called absent and set ex parte.

3. The case of the complainant in short is that on 6th October 2022 the 1st opposite party contacted him over phone and offered the complainant a fixed deposit plan of Rs.1 lakh for a period of 3 years. As per the offer made by the 1st opposite party the complainant is entitled to get 12% interest. At that time the complainant informed the 1st opposite party that he is getting 12% interest from a co-operative society and hence he is not interested to deposit in the scheme proposed by the 1st opposite party. Then the 1st opposite party told the complainant that if the complainant has got a granddaughter aged 18 years, she will get a free life insurance as a bonus. When such a proposal was mooted by the 1st opposite party, the complainant shown some interest and the 1st opposite party was asked to come to his home for further details.

Accordingly on 10th October 2022 the 1st opposite party came to the complainant's house and she explained the plan to the complainant's wife and a cheque for Rs.1 lakh was handed over to the 1st opposite party. At that time the 1st opposite party promised that the complainant will get the fixed deposit certificate within a week. But after 40 days the complainant was shocked to receive a document which is an insurance policy and not a fixed deposit certificate as promised by the 1st opposite party. On verification of that policy document it was noticed that the complainant has to pay Rs.1 lakh each for 7 years and that the sum assured is Rs.6,17,979/-. The policy term is shown as 10 years. On receipt of the policy documents the complainant contacted the 1st opposite party over phone but she was not picking up the phone when ever telephoned to her. It is also revealed that the address she gave to the complainant was not a traceable address. Hence the complainant went to the branch office and the Branch Manager kept the complainant waiting for 3 days. The complainant's grievance is that the proposal from the 1st opposite party was in respect of a fixed deposit and not an insurance policy as now seen. As per the terms onetime payment of Rs.1 lakh was the required amount. But as per the policy the complainant has to pay Rs.1 lakh each for 7 years. The 1st opposite party also promised life

coverage for self, health insurance for wife, insurance as a bonus in respect of fixed deposit but as per the policy there was no health insurance and the life coverage for the granddaughter alone who is aged 20 years. Another allegation of the complainant is that the opposite parties have deducted the 2nd installment of Rs.1 lakh from the Bank account of the complainant without any authorization. The attitude of the Manager and the staff towards the complainant was very much disappointing and the complainant approached this Commission for redressing his grievances. The 1st & 2nd opposite parties being declared ex parte, they have not filed written version or affidavit against the evidence adduced by the complainant.

4. Evidence in this case consists of PW1 and Ext.P1 to P6 from the side of the complainant. The opposite parties 1 & 2 being declared ex parte, there is no affidavit or documents by way of evidence from the side of the opposite parties.

5. Issues to be considered:

i. Whether there is any deficiency in service and unfair trade practice

on the part of the opposite parties?

ii. Whether the complainant is entitle to the relief claimed in the

iii.

iv. Order as to cost?

6. Heard. Perused affidavit, documents and connected records. To substantiate the case of the complainant, the complainant himself sworn an affidavit as PW1 and Ext.P1 to P6 were produced and marked. Ext.P1 is the copy of the insurance policy. Ext.P2 is the mandate for ECSI prepared by the 1st opposite party. Ext.P3 is the pen drive and the text contents of the pen drive. Ext.P4 is the copy of the proper mandate form of a bank. Ext.P5 is the reply letter from Union bank of India. Ext.P6 is the article published in Dhanam Magazine. As the opposite parties not produced any evidence by way of affidavit or documents, the evidence adduced by the complainant stands unchallenged. There is no evidence from the side of opposite parties to discredit the evidence adduced by the complainant. In the absence of any contra evidence from the side of the opposite parties, we accept the evidence adduced by the complainant. Ext.P1 proves that the insurance policy was issued in favour of the complainant instead of issuing a fixed deposit certificate as promised by the 1st opposite party. Ext.P3 contents of the conversation between the complainant and the opposite parties recorded in the pen drive which reveals the fact that the complainant was made to believe that the transaction was in the nature of a fixed deposit and in fact the opposite parties issued policy certificate instead of fixed deposit certificate. By swearing an affidavit as PW1 and by marking Ext.P1 to P6, we find that the complainant has succeeded in establishing his case against the opposite parties. From the available evidence before this Commission, we find that there is deficiency in service and unfair trade practice on the part of the opposite parties. It is also evident from the evidence adduced by the complainant that the complainant has suffered mental agony and financial loss due to the act of the opposite parties. As the financial loss and mental agony to the complainant was caused due to the deficiency in service and unfair trade practice on the part of the opposite parties, we find that the opposite parties 1 & 2 are jointly and severally liable to compensate the loss

sustained by the complainant. In view of the above discussions, we find that this is a fit case to be allowed in favour of the complainant.

In the result the complaint is allowed. The opposite parties are jointly and severally directed to pay a sum of Rs.3,00,000/- (Rupees Three Lakh Only) as compensation and Rs.2,500/- (Rupees Two Thousand Five Hundred only) being the cost of this proceedings to the complainant within 30 days from the date of receipt of this order failing which the amount except cost shall carry an interest @ 9 % per annum from the date of this order till the date of remittance/realization.

A copy of this order as per the statutory requirements be forwarded to the parties free of charge and thereafter the file be consigned to the record room.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the Open Court, this the 09th day of October, 2024.

Sd/-	:	PRESIDENT
P.V. JAYARAJAN		
Sd/-	:	MEMBER
PREETHA G. NAIR		
Sd/-	:	MEMBER
VIJU V.R.		

C.C. No. 660/2023

APPENDIX

I. COMPLAINANT'S WITNESS:

PW1 : K.Aravindakshan Pillai

II. COMPLAINANT'S DOCUMENTS:

1. • Copy of the insurance policy.
1. • Mandate for ECSI prepared by the 1st opposite party.
1. • Pen drive and the text contents of the pen drive.
1. • Copy of the proper mandate form of a bank.
1. • Reply letter from Union bank of India.
1. • Article published in Dhanam Magazine.

III. OPPOSITE PARTY'S WITNESS:

NIL

IV. OPPOSITE PARTY'S DOCUMENTS:

MHL.

A.

B.

**[HON'BLE MR. Sri.P.V.JAYARAJAN]
PRESIDENT**

**[HON'BLE MRS. Preetha .G .Nair]
MEMBER**

[HON'BLE MR. Viju V.R]
MEMBER