

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, HISAR

Consumer Complaint No. :87/2021  
Date of Institution: 22.02.2021  
Date of Decision: 30.05.2024

Vikram son of Krishan Kumar, age 50 years, resident of 266, Urban Estate II,  
Hisar Mobile No.9729119265.

..Complainant

Versus

1. New India Assurance Company, Divisional Office (312700), NH-5-R/2,  
Near Badshah Khan Chowk, NIT Faridabad 121001 through its Senior  
Divisional Manager.
2. New India Assurance Company, 87 MG Road Mumbai 100001, through  
Mr. Atul Sahai its Chairman cum Managing Director.
3. SDO Animal Husbandry and Dairying Veterinary Hospital, Jahaj Pul,  
Hisar (performa-respondent).

..Respondents

Complaint under Section 35 of the Consumer Protection Act.

**Before: SHRI JAGDEEP SINGH, PRESIDENT**  
**MRS RAJNI GOYAT, MEMBER**  
**DR. AMITA AGARWAL, MEMBER**

Present: Sh. Puran Chhabra, counsel for complainant.  
Sh.Pankaj Jindal, counsel for respondent no. 1 & 2.  
Respondent no. 3 exparte vide order dated 25.5.20213.

**ORDER BY:-**

**SHRI JAGDEEP SINGH, PRESIDENT**

Complainant has filed this complaint under Section 35 of the Consumer Protection Act, against the respondents/ Opposite Parties (hereinafter to be referred as OPs). The brief facts of the case are that the complainant is running a dairy and had insured his 5 cows vide certificate no. certificate 00030303 under policy no.31270047190400000037 valid from 20.4.2019 to 19.4.2020 and all the cows insured were properly examined by a competent veterinarian and tagged for the

purpose of identification. It is submitted that the animals were insured under Pandit Deen Dayal Upadhyay Pashu Beema Yojna of Animal Husbandary and Dairying Department, Government of Haryana. Further submitted that the complainant had paid a premium of Rs.500 out of total premium of Rs.5260 paid to OP no. 1 as per the above scheme. It is submitted that the premium was paid by OP no. 3 to OP no. 1 by which a total premium of Rs.48,000/- being the share of premium of various dairy owners whose animal were proposed for insurance was paid. It is further submitted that all the five cows were physically checked by Dr. Raj Kumar and all the animals were found to be healthy and duly vaccinated against foot and mouth disease. Further submitted that the cow at serial no. 4 of the certificate of insurance fell sick and was under treatment of Dr. Raj Kumr Ahlawat who is highly qualified veterinarian having a Master's degree in veterinary sciences and is in charge of Govt. Veterinary Hospital, Jahaj Pul, Hisar and in spite of all efforts of the attending veterinarian, the animal deid on 22.3.2020. Further submitted that the post mortem of the carcass was conducted and cause of death found to be progressive anorexia. Further submitted that after death of animal, all requisite papers namely claim form, treatment chart, death certificate, ear tag of dead animal, post mortem report, intimation alongwith statement of complainant. ECS details of the complainant and a cancelled cheque were sent to OP no. 1 but the claim was repudiated on the ground that the animal died on 22.3.2020 which is outside the policy period which is contrary to the facts recorded in the certificate no.00030303 issued by OP no. 1. Further submitted that till date OP no. 1 has not informed the complainant about the repudiation of the claim although the same has been communicated to Dr. Raj Kumar Ahlawat. It is further submitted that a legal

notice dated 18.12.2020 was served through Nishant Verma Advocate and even this failed to elicit any response. The complainant has suffered lot of mental agony and pain harassment due to this autocratic approach on the part of OP no. 1. Hence this complaint with the direction to Ops to pay an amount of Rs.72,000/- being insured value of the cow insured with interest @ 9% per annum from 22.5.2020 till realization and cost of litigation expenses Rs.7000/- with other relief etc.

2. On receiving notice, the OP no. 1 & 2 appeared through its counsel and resisted the complaint by filing a written version wherein various preliminary objections with regard to false, frivolous and vexatious, not maintainable etc. have been raised. It is submitted that the claim was repudiated vide letter dated 14.8.2020 on the ground that the policy in question was valid from 22.3.2019 to 21.3.2020 while the cow was died on 22.3.2020 and as the policy in question was already expired on 21.3.2020. On merits, it is submitted that on 20.3.2019, the complainant had deposited the amount of premium in the bank account and on 20.3.2019 health inspection of alleged cow was conducted by Dr. Raj Kumar Ahlawat and the period of insurance was also mentioned in the health certificate i.e. from 22.3.2019 to 21.3.2020 but due to clerical mistake in the policy in question, the health certificate was mentioned as 20.4.2019 as such due to that mistake the period of insurance was mentioned as 20.4.2019 to 19.4.2020. It is submitted that the claim of the complainant was rightly repudiated as the period of insurance of policy in question expired on 21.3.2020 and animal in question had died on 22.3.2020 which is outside the policy period. Further submitted that as per agreement in question, the policy period has already expired on 21.3.2020, hence, the contract in question had also expired on

21.3.2020, therefore, there was no liability of the answering respondent towards the said agreement. All other allegations are wrong and denied and prayed that the complaint of the complainant may kindly be dismissed with cost.

3. On receiving notice, the OP no. 3 appeared through its counsel and resisted the complaint by filing a written version mentioned therein that the complainant is not a consumer of answering OP and the dispute is between complainant and OP no. 1 & 2 and answering OP has been wrongly impleaded as a party. It is further submitted that the OP is only a facilitator of insurance between complainant and OP no. 1 & 2 as per the memorandum of understanding between OP no. 1 and department of Animal Husbandary and Dairying, Government of Haryana. It is further submitted that a certificate of insurance 000303030 under policy no.31270047190400000037 valid from 20.4.2019 to 19.4.2020 was received from the OP no. 1 and given to the complainant. Further submitted that one cow of the complainant bearing tag no.160001582255 was reported sick and brought to Government Veterinary Hospital on 12.3.2020 and in spite of all efforts the animal could not be saved and died on 22.3.2020. It is further submitted that all documents as required for processing and settlement of the claim were sent to the OP no. 1 and it was informed that the claim has been repudiated as the animal died outside the period of insurance as given in the health certificate cum proposal form and the same was communicated to the complainant. It is further prayed that the name of the answering respondent be deleted from the list of Ops as the complainant is not a consumer of the OP no. 3 and no relief has been claimed from OP no. 3.

4. On dated 25.5.2023 none has appeared on behalf of OP no. 3. Hence he was proceeded against exparte.

5. Counsel for complainant has tendered an affidavit of complainant as Ex.CW1/A and documents as Ex. C-1 to Ex.C-13 and closed the evidence. On the other hand, ld. Counsel for the Ops no. 1 & 2 has tendered an affidavit Ex.RW1/A and documents Ex.R-1 to Ex.R-8 and closed the evidence.

6. Counsel for the complainant in his arguments reiterated the facts as mentioned in the complaint. Ld. Counsel for the Op no.1 and 2 in their arguments reiterated the version as mentioned in the written statement. With the kind assistance of counsel for the parties, the entire record of file including documentary evidence has also been properly perused and examined.

7. Undisputed facts of the case is that the OP no. 1 accepted the proposal of the complainant and insured his 5 cows under policy no. 31270047190400000037 valid from 20.4.2019 to 19.4.2020. Undisputed fact of the case is that one cow no. 4 insured for sum of Rs.72,000/- died on 22.3.2020 and after death of animal the complainant applied for claim alongwith treatment chart, death certificate, ear tag of dead animal, post mortem report, intimation alongwith statement of complainant demanded by the OP. It is also undisputed that the claim of the complainant was repudiated by the Ops no. 1 & 2 on the ground of outside the period of insurance. The case of the complainant is that Ops did not decide the case of the complainant within 60 days from the apply of claim. Hence he is entitle for 9% interest. He further submitted that the OP wrongly repudiated the claim of the complainant on technical ground and he is entitle for insured amount of Rs.72,000/- with interest.

8. In order to prove his case the complainant placed on file certificate of insurance Ex. C-1. The counsel for the complainant contended that the cow of complainant having tag no. 160001/582255 brown colour was insured for Rs.72,000/-. This policy reveals that the period of insurance is 20.4.2019 to midnight of 19.4.2020. This certificate no.00030303 was issued on 20.4.2019. The complainant also placed on file copy of proposal form and health certificate Ex. C-3. The complainant also placed on file claim form Ex. C-4 in which it has been mentioned that the insured animal bearing tag no. 160001/582255 belonging to Vikram the complainant was died on 22.3.2020. The complainant also placed on file Ex. C-5 treatment chart, Ex. C-6 Post Mortem Report of insured animal bearing tag no.160001/582255. The complainant also placed on file application to OP by the complainant as Ex. C-7. The complainant also placed on file discharge voucher Ex. C-8. The complainant also placed on file letter Ex. C-9, Ex. C-10, Ex. C-11 written by the complainant to OP on 15.8.2020, 9.10.2020, 4.11.2020 respectively. The complainant also placed on file copy of legal notice Ex. C-12 alongwith photocopy of postal receipt. The complainant also placed on file counsel fees certificate Ex. C-13. OP no. 3 in his written statement admitted that the premium of Rs.500/- was collected from the complainant and the same was remitted to the OP no. 1.

9. The main defence of the OP no. 1 & 2 is that the policy in question was valid from 22.3.2019 to 21.3.2020 and the cow was expired on 22.3.2020 and the policy in question was already expired on 21.3.2020 and the answering respondent is not liable to pay any claim. The counsel for the OP no. 1 & 2 further

contended that the complainant had deposited the amount of premium in bank account on 20.3.2019 and inspection of complainant was conducted and period of insurance in health certificate has been mentioned from 22.3.2019 to 21.3.2020 but due to clerical mistake in the policy in question, the period of policy was mentioned as 20.4.2019 to 19.4.2020. The counsel for the OP no. 1 & 2 placed on file copy of letter dated 14.8.2020 as Ex. R-1. The OP no. 1 & 2 also placed on file copy of animal insurance detail as Ex. R-2, copy of proposal form as Ex. R-3, copy of post mortem report as Ex. R-5, copy of claim form Ex. R-6. We have gone through the case file and also gone through the treatment chart Ex. C-5 which reveals that the insured animal was become ill on 12.3.2020 and treatment was given to her from 12.3.2020 upto 22.3.2020. On 22.3.2020 the insured animal expired at 7.35 PM. We have also gone through the policy/certificate Ex. C-1 which reveals that the policy was issued for period from 20.4.2019 to mid night of 19.4.2020. The complainant got insured his cows under Pandit Deen Dayal Upadhyay Pashu Beema Yojna. This welfare scheme was launched by the Government. The livestock insurance scheme, is centrally a sponsored scheme, is being implemented with the twin objectives of providing protections mechanism to the farmers and cattle rearers against any eventual loss of their animal due to death and further to demonstrative the benefit of the insurance of livestock to the people and popularize it with the ultimate goal of attaining qualitative improvement in livestock and their products. A person who received the policy cannot presume that the insurance of animal is going to finish one month prior from the date mentioned in certificate. The complainant applied

for his claim immediate after death of his cow. The OP no. 1 & 2 repudiated the genuine claim of the complainant on 14.8.2020 after 4 months. It was the duty of the Op no. 1 & 2 to prove on file that he served any notice during the currency of policy regarding his clerical mistake. The OP no. 1 & 2 did not issue any corrected policy during the currency of policy. On arisen of claim the OP no. 1 & 2 cannot take benefit of its wrong/mistake. If the OP no. 1 & 2 would have issue the corrected policy in favour of the complainant then there was sufficient time for the complainant to get renewed his policy. The complainant proved his case that the insured cow was expired on 22.3.2020 during the currency of policy. The OP no. 1 & 2 did not reply the representation of complainant as well as legal notice served by the complainant. The complainant was compelled/constrained to file the present complaint for redressal of his genuine claim. Hence the complainant is entitled for compensation and litigation expenses. The complainant failed to prove any deficiency in service and unfair trade practice on the part of OP no. 3. Hence he is discharged from his liability.

10. Consequently, this Commission is of the considered view that there is merit in this complaint and the same is hereby accepted with the direction to the Ops no. 1 & 2 to pay the loss amount of Rs.72,000/- alongwith interest @9% p.a. from the date of death of cow i.e. 22.03.2020 till its realization to the complainant. The Ops no. 1 & 2 are further burdened with the cost of Rs.12,000/- as compensation and Rs.10,000/- as litigation expenses to the complainant. This order be complied with by the Ops within 45 days, from the date of passing of this order, otherwise the amount



shall carry an interest at the rate of 12% per annum for the default period i.e. after 45 days of this order.

If the order of this Commission is not complied with, then the complainant shall be entitled to file execution petition under section 71 and to file complaint/application under Section 72 of the Consumer Protection Act in that eventuality, the Ops no. 1 & 2 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

Dated:30.5.2024

(Jagdeep Singh),  
President,  
District Consumer Disputes  
Redressal Commission,Hisar

(Rajni Goyat)  
Member

(Dr. Amita Agarwal)  
Member

Typed by:Varsha Rani, Stenographer.

