

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION GURGAON-122001.**

Consumer Complaint No.346 of 2023

Date of Institution: 20.04.2023

Date of Decision: 14.06.2024

Kiran Malhotra aged 75 years wife of Shri Gurbax Rai Malhotra, resident of H.No. 683, Sector-I0 A, Gurugram, Haryana.

.....Complainant

Versus

AEGON & Religare Life Insurance Company Limited,

Registered office: A-201, 2<sup>nd</sup> Floor, Leela Business Park, Andheri Kurla Road, Andheri (E), Mumbai - 400059.

2<sup>nd</sup> Address: -

SU-II, Sec-14, 2<sup>nd</sup> Floor, Near HUDA Office, Gurugram, Haryana-122001

3<sup>rd</sup> Address: -

CAMS SERVICE CENTER SCO -16, Sector-14, First floor, Haryana-122001

4<sup>th</sup> Address: -

M.G. Road, Shop No. 6, Ground Floor, Sewa Corporate Park, Gurugram, Haryana 122001

.....Opposite party

**Complaint under Section 35 of Consumer Protection Act, 2019.**

**BEFORE:      SHRI SANJEEV JINDAL, PRESIDENT.  
                         MS. JYOTI SIWACH, MEMBER.**

Present:            Shri S.M.Maheshwari, Advocate for the complainant.  
                         Shri Manoj Sharma, Advocate for the OP.

**ORDER            SANJEEV JINDAL, PRESIDENT.**

Heard on the complaint in question in the light of the pleadings of the parties coupled with the evidence adduced by them in support thereof. The arguments and the rival contentions raised by the counsel for the parties also stand appraised.

2. Admittedly, the complainant-Smt. Kiran Malhotra, age 75 years, had opted for the insurance policy bearing no. 610080010628 on 02-09-2010 having its maturity on 02-09-2025 i.e., the policy which was very much in force till date, for assured cover amount of Rs. 4,90,000/- annually, in respect of which, the complainant had been regularly paying all the due premiums without any delay till date (copy of the policy schedule, policy card and premium receipts till date annexed as **Annexure A-1 & Annexure A-2 to Annexure A-5**).

On 28.11.2022, the complainant was admitted in Medanta, The Medicity Hospital in Sector-38, Gurugram having been suffering from backache, lower limb swelling and general weakness, wherein, after conducting several tests as directed by the consultant in charge, she was diagnosed with anemia, for which she was treated and in this regard, the expenses relating to her medical treatment were incurred to the amount of Rs.35,898/- (Copy of Discharge Summary, Medical Bills, their receipts and the Health Claim Form of Medanta The Medicity Hospital annexed as **Annexure A-6 to Annexure A-8**).

On 03-12-2022, the complainant being suffering from fever and severe pain in abdomen was taken to Kalyani Hospital, Mehrauli-Gurugram Road, Opposite Government Girls College, Gurugram for treatment, wherein, she remained admitted till 06-12-2022 and incurred the amount of Rs.74,648/- in total on her medical treatment (Copy of Discharge Summary, Medical Bills, their receipts and the Health Claim Form of Kalyani Hospital annexed as **Annexure A-9 to Annexure A-11**). However, till date the complainant had only received an amount of Rs.3000/- from the respondent-company in the name of medical claim in lieu of the aforesaid treatments taken.

When the complainant submitted the subject medical claims in respect of her aforesaid medical treatment relating to the expenses incurred in that regard in the said hospitals, the respondent company neither responded to the subject claims nor provided any reasons for not clearing the same. Hence, this complaint.

In the end, the complainant prayed that the OP-respondent be directed to pay the amount of Rs.35,898/- charged by the Medanta The Medicity Hospital and claim amount of Rs.74,648/- charged by the Kalyani Hospital along-with interest, coupled with a direction to pay the amount of Rs.1 lac as compensation to her on account of harassment & mental agony suffered by her at the hands of the respondent along-with litigation expenses of Rs.50,000/-. Any other relief which deemed fit by this Court has also been prayed for by the complainant.

3. The OP-Insurance Company in its written statement while taking a number of preliminary objections/pleas/defences, inter-alia, reiterated one plea (as has been invariably mentioned in para 6 of the reply and in para 5 of the preliminary objections and submissions in its reply) to the effect that the subject claims submitted by the complainant were yet to be decided by it as the complainant had failed to supply the required documents to it despite having sent regular reminders to the complainant in that regard by it in order to verify and fastened the claim process, and, thus, there was no deficiency in service on the part of the OP.

4. At the very outset of the discussion, this Commission has the least hesitation to observe that no credence at all can be accorded to the aforesaid contention/plea of the OP-Insurance Company because the perusal of the record placed on the present complaint file, clearly shows that all the requisite documents had since been duly deposited by the complainant to the OP-Insurance Company

including the discharge summary, medical bills, their receipts and the health claim form etc. of the aforesaid two hospitals, i.e. the fact which stand proved beyond any shadow of doubt from the unrebutted contents of **Ex.C-4 (colly),C-5 (colly) & C-6 (colly)** i.e. the medical documents issued by the Medanta, The Medicity Hospital relating to medical treatment of the complainant.

Similarly, the perusal of **Ex.C-7 (colly)** to **Ex.C-9 (colly)** which are again the discharge summary, medical bills, their receipts and the health claim form relating to Kalyani Hospital, also clearly shows that all the requisite documents which were necessary for the settlement of the subject claims, had since been deposited by the complainant to the OP along-with subject claim.

5. In this regard, it is also pertinent to mention that all the requisite documents issued by Medanta, The Medicity Hospital, which were required for the settlement of the subject claims, submitted by the complaint to the OP-Insurance Company, had since been also duly received by the OP-Insurance Company on 12.12.2022 as is reflected from the receipt stamp endorsed by the OP-Insurance Company itself on **Annexure A-8/ Ex.C-6** in token of the receipt of the aforesaid medical documents.

Similarly, the perusal of **Ex.C-11** further denotes that the OP-Insurance Company had also received all the medical documents, including the discharge summary of the Kalyani Hospital in respect of the medical treatment of the complainant, on 12.12.2022 by making an endorsement to that effect under its receipt stamp, on **Ex.C-11** i.e. the health claim form in token of the receipt of the aforesaid medical documents/bills.

Admittedly, the OP-Insurance Company has failed to place on the record of this file even an iota of evidence in order to rebut the credibility of the

contents of the aforesaid documents or to prove anything contrary thereto. That being so, every credence has to be accorded to the aforesaid documentary evidence submitted on the record of this file by the complainant, and, therefore, this Court does not find any reason to disbelieve the same.

Resultantly, it has to be held that the OP-Insurance Company is estopped from pleading that it did not receive the requisite documents which were necessary for settling the subject two claims, and, further, that in this regard, it has blatantly taken up false and frivolous pleas with a view to create a smoke-screen before the eyes of this Court of law, in order to deny the rightful claim of the complainant, who is not less a person than the senior citizen of 75 years of age that too a lady. This conduct of the OP-Insurance Company is certainly deplorable, and, as such, is hereby condemned by this Court in the strongest possible words. At the same time, it is held that the OP-Insurance Company does become liable for imposition of exemplary compensation on it on account of rendering severe deficiency in service that too deliberately and intentionally.

6. Thus, in view of our aforesaid discussions, the OP-Insurance is held guilty of providing severe deficient service. That being so, the present complaint is hereby accepted with costs. Accordingly, the OP-Insurance Company is directed to reimburse the two subject claims submitted by the complainant to it i.e. claim amounting to Rs.35,898/- charged by the Medanta The Medicity Hospital and claim amount of Rs.74,648/- charged by the Kalyani Hospital along-with interest @ 9% per annum from the date of receipt of the requisite documents i.e. w.e.f. 12.12.2022 till its realization. At the same time, the OP-Insurance Company is directed to pay Rs.1,00,000/- as exemplary compensation on account of its rendering severe deficiency in service intentionally and willfully which caused severe harassment,

mental pain and agony to the complainant who is senior citizen of 75 years of age, along-with Rs.22,000/- as litigation expenses. The OP is directed to pay the aforesaid awarded amount within 45 days from the date of uploading of this order after the expiry of 24 hours (one day) therefrom, failing which the amount will attract interest @ 12% per annum, for the same period, till actual realization.

If the order of this Commission is not complied with, then the complainant shall also be entitled to file the execution petition under Section 71(1) of the Consumer Protection Act, 2019 and in that eventuality, the OPs may also be held liable for prosecution under Section 72 of the said act which envisages punishment with imprisonment for a term which shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than Rs.25,000/-, but which may extend to Rs.1,00,000/-, or with both. The copy of the order be supplied to the parties free of cost as per the rules. The Order be promptly uploaded on the website of this Commission. File be consigned to the record room, after due compliance.

Announced.

14.06.2024

(Jyoti Siwach)  
Member

(Sanjeev Jindal)  
President,  
District Consumer Disputes  
Redressal Commission, Gurgaon