DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/685/2022

SUBHASH CHANDER JINDAL
PRESENT ADDRESS - AGED ABOUT 48 YEARS, SON OF SH. BANARSI DASS JINDAL, RESIDENT OF HOUSE NO. 46-D, SHIVALIK VIHAR, NAYA GAON, DISTRICT MOHALI.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

PUNJAB NATIONAL BANK & OTHER
PRESENT ADDRESS - WATER WORKS ROADS, MANSA MANSA, PUNJAB THROUGH ITS BRANCH MANAGERCHANDIGARH,CHANDIGARH.
ORIENTAL INSURANCE COMPANY LIMITED
PRESENT ADDRESS - DIVISIONAL OFFICE,SAI MARKET, LOWER MALL, PATIALA 147001, THROUGH ITS DIVISIONAL MANAGER. CHANDIGARH,CHANDIGARH.
DIVISIONAL MANAGER, ORIENTAL INSURANCE COMPANY LIMITED
PRESENT ADDRESS - DIVISIONAL OFFICE, SAI MARKET, LOWER MALL, PATIALA 147001. CHANDIGARH,CHANDIGARH.
M/S RAKSHA HEALTH INSURANCE TPA PRIVATE LIMITED
PRESENT ADDRESS - SCO NO. 39, FIRST FLOOR, SECTOR 26, MADHYA MARG, CHANDIGARH, THROUGH ITS BRANCH MANAGERCHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:
AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 23/12/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/685/2022

Date of Institution	:	21/09/2022
Date of Decision	:	23/12/2025

Subhash Chander Jindal, Advocate, aged about 48 years, son of Sh.Banarsi Dass Jindal, resident of House No.46-D, Shivalik Vihar, Naya Gaon, District Mohali.

... Complainant

V E R S U S

1. Punjab National Bank, Water Works Roads, Mansa, District Mansa, Punjab through its Branch Manager.

2. Oriental Insurance Company Limited, Divisional Office, Sai Market, Lower Mall, Patiala 147001, through its Divisional Manager.

3. Divisional Manager, Oriental Insurance Company Limited, Divisional Office, Sai Market, Lower Mall, Patiala 147001.

4. M/s Raksha Health Insurance TPA Private Limited, SCO No.39, First Floor, Sector 26, Madhya Marg, Chandigarh through its Branch Manager.

.... Opposite Parties

BEFORE: **SHRI AMRINDER SINGH SIDHU** **PRESIDENT**

SHRI B.M. SHARMA **MEMBER**

ARGUED BY: Sh.Devinder Kumar, Counsel for complainant alongwith complainant in person.

Sh.Ajay Sapehia, Counsel for OP-1 (on VC).

Sh.Pranab Bansal, Advocate, Proxy for Sh.Udit Garg, Counsel for OPs 2 to 4 (on VC).

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1. Complainant has filed the present consumer complaint pleading that he is having saving bank account with OP-1 and on the allurements of officials of OP-1, he and his father purchased a medi claim health insurance policy from OP-1 and the same was issued by OPs 2 & 3. The said policy was purchased in the year 2016 and it covered the complainant, his wife and children with sum assured of 5,00,000/- and he continuously got the same renewed by paying the requisite premium and lastly it was renewed from 25.1.2019 to 24.1.2020 vide policy (Annexure C-1). On 4.9.2019, complainant fell ill with dengue and he was admitted at Max Hospital, SAS Nagar, Mohali on 8.9.2019 and he was ultimately discharged on 13.9.2019. However, despite intimating the said hospital about the policy he was made to deposit 10,000/- at the time of admission and he had to pay total amount of 32,137.25 to the said hospital for his treatment as it refused to give cashless treatment. Vide letter dated 8.9.2019, complainant lodged claim and also sent reminder letter dated 12.11.2019. However, vide letter dated 9.12.2019, OP-2 asked the complainant to submit certain documents in original to the TPA despite the fact that same had already

been submitted with the OPs. The complainant replied to OP-3 and again sent photocopies of the documents. However, vide letters dated 23.7.2020, 17.8.2020 and 17.9.2020, OPs again asked the complainant to submit certain documents and did not pay the genuine claim lodged by him and closed the same as no claim. Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OPs, complainant has filed the instant consumer complaint seeking refund of the amount paid to the treating hospital/ treatment charges alongwith interest, compensation and litigation expenses.

2. In its written version, OP-1 averred that it is not dealing with sale of any insurance policy as alleged and the same was rather issued by OPs 2 & 3 and mere allegation that the premium was paid through OP-1 does not make it liable for any claim. OP-1 never insisted any of the account holder to purchase insurance policy. It is maintained that the terms and conditions of the policy as well as cause of repudiating the claim is between the insurer and the complainant in terms of contractual obligations between them in which OP-1 has no link. OP-1 has no role to make the payment of insurance claim or repudiate the insurance claim. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP-1 prayed for dismissal of the consumer complaint.

3. OPs 2 to 4 in their separate written version admitted that the

complainant had taken the policy and had submitted the claim. However, upon scrutiny, TPA/OP-4 informed that no claim papers for reimbursement had been received. Accordingly, answering OPs vide letters dated 9.12.2019 and 23.7.2020 sought all relevant documents for reimbursement of claim. However, as the complainant failed to send the documents despite letter dated 17.8.2020 (Annexure C-10), therefore, vide letter dated 17.9.2020 (Annexure C-11) the claim was closed as no claim. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on their part, OPs 2 to 4 prayed for dismissal of the consumer complaint.

4. In separate replications, complainant controverted the stand of the OPs and reiterated his own.

5. Parties led evidence in support of their case.

6. We have heard the learned Counsel for the parties and have gone through the documents on record, including written arguments.

7. Admittedly complainant was covered under the medi claim policy (Annexure C-1) for the period from 25.1.2019 to 24.1.2020 for the sum insured of 5,00,000/-. It is further admitted case of the parties that the claim of the complainant was closed by the insurer/OPs 2 to 4 as no claim vide letter dated 17.9.2020 (Annexure C-11) by stating as under :-

> *"We regret to convey that the admissibility of your claim can not be decided in the absence of above cited documents. As already enough time and opportunities have been provided to your good*

self, therefore, the claim is now being closed as "NO CLAIM"."

8. In this regard, the case of the complainant is that as he had already submitted the original documents with the insurer/OPs 2 to 4 and on their asking even sent photocopies of the same, therefore, their act of closing his claim as no claim amounts to deficiency in service and unfair trade practice on their part. On the other hand, the defence of insurer/OPs 2 to 4 is that as the complainant did not supply the requisite documents despite requests, therefore, his claim was rightly closed as no claim and the present consumer complaint deserves to be dismissed.

9. We do not find any merit in the defence of the insurer/OPs 2 to 4. Annexure C-8 is letter dated 23.7.2020 written by the insurer/OPs 2 to 4 to the complainant and relevant portion of the same reads as under :-

> *"This has reference to the claim papers submitted to Raksha Health Insurance TPA Pvt. Ltd. under policy No.233500/48/2019/4005. Having examined the case, it was found and requested vide TPA letters dated 04.01.20, 23.01.2020 and 07.02.20 to provide the following documents to decide on the admissibility of the claim:……."*

Thus, it is clear from the aforesaid letter of the OPs/insurer that the complainant had submitted the claim papers to the TPA. No doubt, OPs/insurer through their letter (Annexure C-8) by referring to the letters, alleged to have been sent by the TPA/OP-4, sought certain documents from the complainant, but, no such letters have seen the light of the day for which an adverse inference has to be drawn against them.

10. Moreover, had insurer/OPs 2 to 4 been really interested in

settling the claim of complainant, they could have obtained most of the documents pertaining to his treatment from the treating hospital itself but no such effort seems to have been made. Not only this, even if the defence of insurer/OPs 2 to 4 is believed to be correct (though without admitting it) that the complainant did not provide requisite documents, evidently when most of the documents, including the complete discharge summary, bills, reports etc. (Annexure C-4 colly. from page 24 to 75) are part of record in the instant consumer complaint and are also in possession of insurer/OPs 2 to 4, what prevented them from settling such a petty claim of 32,137.25 is beyond comprehension.

11. Needless to mention here that the purpose of obtaining insurance policy is not for any luxury but to cover up for some unforeseen eventuality . However, it is usual with the insurance companies to show all types of green pastures to the customer at the time of selling insurance policies, and when it comes to payment of the insurance claim, they invent all sorts of excuses to deny the claim. In the facts of this case, ratio of the decision of Hon'ble Apex Court in case of ***Dharmendra Goel Vs. Oriental Insurance Co. Ltd., III (2008) CPJ 63 (SC)*** is fully attracted, wherein it was held that, Insurance Company being in a dominant position, often acts in an unreasonable manner and after having accepted the value of a particular insured goods, disowns that very figure on one pretext or the other, when they are called upon to pay compensation. This 'take it or leave it', attitude is clearly unwarranted not only as being bad in law, but

ethically indefensible. It is generally seen that the insurance companies are only interested in earning premiums and find ways and means to decline claims.

12. In similar set of facts, Hon'ble Punjab & Haryana High Court, Chandigarh in case titled as ***New India Assurance Company Limited Vs. Smt.Usha Yadav & Others, 2008(3) RCR (Civil) Page 111*** went on to hold as under:-

> *"It seems that the insurance companies are only interested in earning the premiums and find ways and means to decline claims. All conditions which generally are hidden, need to be simplified so that these are easily understood by a person at the time of buying any policy. The Insurance Companies in such cases rely upon clauses of the agreement, which a person is generally made to sign on dotted lines at the time of obtaining policy. Insurance Company also directed to pay costs of Rs.5000/- for luxury litigation, being rich.*

13. In view of the foregoing discussion and the ratio of law laid down above, it is safe to hold that the act of OPs 2 to 4/insurer in closing the claim of the complainant as no claim certainly amounts to deficiency in service and unfair trade practice on their part and the present consumer complaint deserves to succeed.

14. Resultantly, the present consumer complaint succeeds and the same is hereby partly allowed. OPs 2 to 4 are directed as under :-

(i) to reimburse the claim of 32,137.25 to the complainant alongwith interest @9% per annum from the date of institution of the present consumer complaint i.e. 21.09.2022 till the date of actual realization by the

complainant.

(ii) to also pay lump sum compensation of 10,000/- to the complainant towards the harassment caused as well as litigation expenses.

15. This order be complied with by OPs 2 to 4 within 60 days from the date of receipt of its certified copy.

16. Since no deficiency in service or unfair trade practice has been proved against OP-1, consumer complaint against it stands dismissed with no order as to costs.

17. The pending application(s), if any, stands disposed of accordingly.

18. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

23/12/2025 **[AMRINDER SINGH SIDHU]**

hg **PRESIDENT**

[B.M. SHARMA]

MEMBER

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AMRINDER SINGH SIDHU
PRESIDENT

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BRIJ MOHAN SHARMA
MEMBER