
(2017) 02 NCDRC CK 0011

In the National Consumer Disputes Redressal Commission

Case No : 3526 of 2016

M/S. E-MEDITECK (TPA) SERVICES LTD. THROUGH ITS
AUTHORIZED REPRESENTATIVE SH. ANIL KUMAR GUPTA

APPELLANT

Vs

PARAG MUKHERJEE & ORS.

RESPONDENT

Date of Decision : 02-02-2017

Acts Referred:

Citation : (2017) 02 NCDRC CK 0011

Hon'ble Judges : D.K. Jain

Advocate : B.S. Arora, Amit Bansal

Judgement

1. This Revision Petition, by a Third Party Administrator (TPA), namely, E-Mediteck (TPA) Services Ltd., is directed against the order dated 27.9.2016, passed by the State Consumer Disputes Redressal Commission, West Bengal at Kolkata in First Appeal No.A/1155/2014. By the impugned order, the State Commission has affirmed the order dated 21.5.2014, passed by the District Consumer Disputes Redressal Forum, South 24-Parganas, Alipore, Kolkata in C.C. Case No.449/2013 on the question of finding relating to deficiency in service on the part of the Petitioner. By the said order, while allowing the Complaint filed by Respondent No.1 herein, alleging deficiency in service on the part of the Opposite Parties, which included the employer of the insured, namely, Steel Authority of India Ltd. and the Insurance Company, namely, Bajaj Alliance General Insurance Company Ltd., for not reimbursing the total expenses incurred on the treatment of insured and claimed under the Mediclaim Policy, had directed the Insurance Company to pay to the Complainant the balance amount due under the claim, amounting to 39,086/- and the Employer of the TPA, the Petitioner herein to pay to him a compensation of 2,00,000/- along with cost of litigation, quantified at 10,000/-, with default stipulation that if the said amount is not paid within one month from the date of the order, it shall carry interest at the rate of 10% p.a. from the date of order till realization.

2. In short, the grievance of the Petitioner in this Revision Petition is that having

regard to the quantum of the balance amount, which was not paid to the Complainant (39,086/-), the compensation is highly disproportionate to the alleged deficiency in processing of the claim, more so, when the Complainant has not proved the amount of loss suffered on account of non-payment of the said amount.

3. I have heard Learned counsel for the Petitioner and perused the documents on record. During the course of hearing, on a pointed query as to under which Exclusion Clause in the Policy, the amount(s) claimed were held to be not payable, Learned counsel is unable to point out any such clause. He, however, asserts that the said deductions were suggested as per the guidelines issued by the Insurance Regulatory and Development Authority (IRDA). I am unable to persuade myself to agree with the stand of the TPA. In my view, an Insurance Policy being in the nature of a contract, the rights and obligations of parties to the contract are governed by the terms and conditions mentioned in the Policy and not the guidelines issued by IRDA. In my opinion, regard being had to the object of a Mediclaim Policy, the quantum of the amount involved has no bearing for determining the quantum of compensation for the harassment caused to a claimant on account of delay in processing of the claim. Pertinently, the Policy in question was cashless Policy, yet on account of alleged technical default on the part of the Complainant in not informing the TPA within 24 hours of admission of the insured in the Hospital, he had to pay the Hospital bill and then seek reimbursement. Furthermore, both the Forums below have recorded a concurrent finding of fact that there was deficiency in service on the part of the Opposite Parties, including the present Petitioner, in not settling the entire claim by the Complainant, which finding has not been challenged as being perverse on any ground whatsoever.

4. For all these reasons, I do not find any jurisdictional error in the impugned order warranting interference in the Revisional jurisdiction.

5. Consequently, the Revision Petition fails and is dismissed accordingly.

6. Needless to add that dismissal of this Revision Petition, preferred by the TPA will have no bearing on any proceedings, which the Petitioner proposes to initiate against the Opposite Parties in the Complaint for recovery of the amount being paid by it to the Complainant in terms of the impugned order.