(2009) 02 NCDRC CK 0013

In the National Consumer Disputes Redressal Commission

New India Assurance Co. Ltd. and Anr. — APPELLANT

Vs

Ritu Khemka And Anr. — RESPONDENT

Date of Decision : 17-02-2009

Acts Referred:

Citation : 2009 2 CPJ 301

Hon'ble Judges : ASHOK BHAN , B.K.TAIMNI J.

Final Decision : R.P. dismissed

Judgement

1. PETITIONER was the opposite party before the District Forum, where the respondent/complainant had filed a complaint alleging deficiency in service on the part of the petitioner.

2. UNDISPUTED facts of the case are that the petitioner / complainant took Mediclaim Policy under Group Mediclaim Insurance Policy in the name P.M. System and Financial Services (P) Ltd., issued by the petitioner New India Assurance Company. The respondent/complainant fell sick owing to pregnancy and she was admitted in the hospital and incurred an expenditure of Rs. 50,257, where after she preferred a claim along with the supporting documents but it was repudiated on the ground that the whole question is sub judice before the Hon''ble High Court of Calcutta in the writ petition. When the relief was not being given by the petitioner, a complaint was filed before the District Forum, which allowed the complaint and directed the petitioner to pay Rs. 50,000 along with interest @ 8% from the date of filing the complaint and cost of Rs. 1,000. Aggrieved by this order, the petitioner filed an appeal before the State Commission, which was dismissed, hence this revision petition before us.

3. THE main contention of the petitioner is that there was no direct relationship between the petitioner and the complainant and secondly, the scheme was cancelled hence they have no liability and matter was sub judice before the Hon''ble High Court of Calcutta. As far as the first point is concerned, we see no merit as rightly observed by the State Commission that the petitioner was the Insurer'', under the Group Mediclaim Policy issued by them to the P.M. System

and Financial Services Pvt. Ltd. with whom MOU was also entered into. It is no more open to question that the members of the scheme were the beneficiaries and the P.M. System and Financial Services Pvt. Ltd. would be an agent'' of the insurer, for the simple reason that in order to promote their business, the companies like that of the petitioner, engage in such activities, through an organisation, to attract the individuals, who otherwise may not be able to deal directly with the Insurance Company. Hence we have no doubt, as rightly held by both the lower Fora that the respondent/complainant was the consumer of the Insurance Company.

4. AS far as the question of cancellation of scheme is concerned, we have very carefully gone through the various orders passed by the High Court of Calcutta vide their orders dated 30.8.2005, the Hon''ble High Court held as follows: "For these reasons, I dispose of the writ petition directing the respondent Insurance Company to decide the pending claims, if any, on merits and communicate its decisions to the petitioners as expeditiously as possible and preferably within a period of six months. Insurance Company will be free to decide the claims according to law. Needless to say that if on account of any claim any beneficiary is entitled to any benefit, then such benefit shall be extended without any delay whatsoever."

5. IN view of this the cancellation was of no use as it was not accepted by the Hon''ble High Court. In fact they clearly directed the petitioner Insurance Company to decide the pending claims on merits within six months. Not having done that is a clear case of deficiency in service on their part.

6. IN the aforementioned circumstances and more so when the repudiation is not on merits of the claim and in view of the judgments of the High Court of Calcutta, we find no ground to interfere with the wel -reasoned order passed by the District Forum and as affirmed by the State Commission. This revision petition has no merit. Dismissed.