

DISTRICT CONSUMER DISPUTES REDRESSAL FORUM, UNA, DISTRICT UNA, HIMACHAL PRADESH.

Consumer Complaint No. : 123/2016
Date of Presentation : 23-07-2016
Date of Decision : 05-01-2018

In the matter of :-

1 Santosh Kumari widow of 2. Amit Mankotia 3. Nirmal Mankotia 4. Jayant Mankotia 5. Rarambir Mankotia sons of late Shri Chetan Parkash son of Maksudan Singh, Caste Rajput, resident of Village and Post Office Panjavar, Tehsil and District Una, HP. Complainants No.2 to 5 through their General Power of Attorney their mother complainant No.1 Santosh Kumari.

----- Complainants

Versus

United India Insurance Company Ltd. through its Branch Manager, Branch office AMB, Tehsil Amb, District Una, HP.

---- Opposite party

Complaint under Section 12 of the Consumer Protection Act, 1986.

Before: Mr. Davinder Kumar, President.
Mrs. Saroj Modgil, Member.

Present:

For complainants : Shri N.K.Chabba, Adv.

For opposite party : Shri Sunil Verma , Adv.

O R D E R :- Per Mr. Davinder Kumar (District Judge) President.

Complainant on the strength of this complaint has claimed that opposite party be directed to pay Rupees one Lac along with interest at the rate of 12% and also to pay Rupees 80,000/- on account of mental tension, harassment and agony

along with litigation expenses of Rupees 10,000/- on the grounds that Late Chetan Parkash was owner of Scooty make TVS Jupiter bearing No. HP-20E-3854 Engine No.000002375, Chassis No.00007377. Complainants are legal heirs of deceased Chetan Parkash. The vehicle of Chetan Parkash was insured with opposite party vide Policy No. 110982/31/14/01/00006068 which was valid from 23-10-2014 to 22-10-2015 and Chetan Parkash had paid premium of Rupees 1234/- covering risk of Personal Accident for owner-cum-driver for the sum of Rupees one Lac. On 13-10-2015 deceased Chetan Parkash met with accident in Village Ispur and died on the same day. Report regarding accident was lodged in Police Post, Pandoga, vide Rapat No.19 dated 13-10-2015. Post Mortem of deceased Chetan Parkash was also conducted on 14-10-2015 in District Hospital, Una vide PMR No.235/15 dated 14-10-2015. On 16-11-2015 complainants lodged Personal Insurance Claim of late Chetan Parkash along with all relevant documents with the opposite party. Investigation was also got conducted by the opposite party. As per Insurance policy late Chetan Parkash who was owner-cum-driver of TVS Scooty and had paid the premium for Personal Accident and as per policy, risk for life of owner cum driver to

the tune of Rupees one Lac was covered. Opposite party not paid the personal accident claim of late Chetan Parkash to the complainants. Complainants requested the opposite party many times to settle the claim, but all in vain. Such act and conduct of opposite party amount to unfair trade practice and deficiency in service, due to which complainant has suffered monetary loss, mental tension and harassment.

2. The claim of complainants have been resisted and contested by opposite party by filing reply, wherein it has been alleged that after lodging of claim of late Chetan Parkash the opposite party deputed investigator to investigate the matter and after receiving investigation report, opposite party processed the claim file and on 29-07-2016 approved the claim of complainants for Rupees one Lac. Opposite party informed the complainants telephonically to submit bank account number and cancelled cheque so that payment could be credited in their bank account number, but complainants paid no heed. As per circular of Finance department, all the payments of compensation shall be made through NEFT/RTGS and cheques only. Complainants not submitted the requisite documents for payment after approval of the claim and after waiting for a

long time opposite party again requested the complainants vide registered letter dated 01-09-2016 to submit bank account number along with photocopy of passbook/cancelled cheque for crediting payment in their account. Opposite party is ready to make payment on submission of documents by the complainants. There is no deficiency in service on the part of opposite party. Rest of contents of complaint have been denied and prayer for dismissal of complaint has been made.

3. Rejoinder controverting the contents of reply and reaffirming and reasserting those of complaint was also filed. However, it has been alleged that as and when complainant went to the office of opposite party to inquire about her claim, the dealing clerk of office of opposite party misbehaved with her.

4. Both the parties adduced evidence.

5. We have heard learned Counsel for the parties and gone through the complaint, reply, rejoinder and evidence adduced by them.

6. Complainant in support of his claim tendered in evidence documents Annexure C-1 to C-14 including affidavit of Santosh Kumari. Annexure C-1 is copy of Registration Certificate. Annexure C-2 is copy of Driving Licence of Chetan Parkash.

Annexure C-3 is copy of Insurance, perusal of which shows that Scooty of complainant was insured and insurance was valid from 23-10-2014 to 22-10-2015. Annexure C-5 is copy of Rapat, perusal of which shows that Chetan Parkash was driving scooty and in the accident he sustained injuries and died on 13-10-2015. Annexure C-6 is copy of Post Mortem report. Annexure C-7 is copy of Death Certificate of Chetan Parkash. Annexure C-8 is copy of Legal Heir Certificate, perusal of which shows that complainants are legal heirs of deceased Chetan Parkash. Annexure C-12 is copy of Motor Claim Intimation.

7. Opposite parties also tendered in evidence documents Annexure R-1 to R-4 including proof affidavit of Gian Chand. Annexure R-1 is copy of Insurance. Annexure R-2 is copy of letter dated 29-07-2016 and through this letter claim of the complainants has been recommended to competent authority for approval. Annexure R-3 is copy of letter dated 01-09-2016 vide which complainant Santosh Kumari had been directed to submit bank account number and cancelled cheque.

8. Claim of the complainants has not been settled by the opposite parties. As per opposite parties, claim of complainant was processed and on 29-07-2016 the claim of complainants for Rupees

one Lac was approved. Complainants were requested to submit the bank account number and cancelled cheque, but nothing was done by them. As per instructions of Finance department all the transactions of compensation are made through NEFT/RTGS and cheque only. As per complainants, they approached opposite parties several times, but no action was taken by them. All the documents have been supplied to opposite parties, but no action was taken.

9. From the perusal of Annexure R-3, it is quite clear that Chetan Parkash had paid premium for Personal Accident Claim and insurance was valid from 23-10-2014 to 22-10-2015. Deceased was having valid driving licence at the time of accident and death of Chetan Parkash is not in dispute, therefore, it was the duty of opposite parties to release the benefits of the insurance policy to the complainants immediately. Case of the complainants was approved by opposite parties on 29-06-2016, whereas, accident had taken place on 13-10-2015. Complainants being legal heirs of Chetan Parkash are entitled for the benefits of the insurance policy and there appears unnecessary delay on the part of opposite parties.

10. In view of evidence discussed and findings recorded above, this Forum is bound to conclude that opposite parties have committed unfair trade practice and deficiency in service, due to which complainant has suffered monetary loss, mental tension and harassment.

RELIEF

11. In view of findings recorded above, the complaint is allowed and opposite parties are directed to pay Rupees one Lac to the complainants, in equal share, along with interest at the rate of 9% per annum from the date of filing of the complaint i.e. 23-07-2016. Opposite parties are also directed to pay punitive compensation of Rupees 3,000/- and cost of complaint, which we assess at Rupees 4,000/-. Let certified copy of this order be sent to the parties free of cost. The file after its due completion be consigned to the Records.

**Announced and signed in open Forum
on this the 05th day of January, 2018.**

(Davinder Kumar)
President

(Saroj Modgil)
Member