STATE CONSUMER DISPUTES REDRESSAL COMMISSION

TRIPURA

FIRST APPEAL NO. SC/16/FA/15/2025

(Against the Order dated 18th August 2025 in Complaint No. DC/272/CC/419/2022 of the District Consumer Disputes Redressal Commission West tripura)

THE SBI GENERAL INSURANCE COMPANY LIMITED Through its Repres .....Appellant(s)
PRESENT ADDRESS - NATRAJ 301 , ANDHERI EAST , JUNCTION OF WES
THE MANAGER SBI GENERAL INSURANCE COMPANY LIMITED Through
PRESENT ADDRESS - NATRAJ 301 , ANDHERI EAST , JUNCTION OF WES
THE MANAGER SBI GENERAL INSURANCE COMPANY LIMITED Through
PRESENT ADDRESS - GROUND FLOOR, SRIRAM PLAZA , RAMNAGAR, A

Versus

SRI PULAK SAHA S/o. Sri Nakul Chandra Saha .....Respondent(s)
PERMANENT ADDRESS - RADHANAGAR , RADHANAGAR , P.O.-KUNJAE

BEFORE:

HON'BLE MR. JUSTICE BISWAJIT PALIT , PRESIDENT
MRS. DALIA SAHA , MEMBER
MR. JHANTU DEBNATH , MEMBER

FOR THE APPELLANT: SHUBHAJIT CHAKRABORTY (Advocate)

FOR THE RESPONDENT: SRI PULAK SAHA S/o. Sri Nakul Chandra Saha

DATED: 14/08/2026

ORDER

JUDGMENT & ORDER

This appeal is preferred challenging the judgment and order dated 18.08.2025 delivered by W Tripura District, Consumer Redressal Commission in CC Rule 19 of 2022.

02. Heard Learned Counsel, Mr. S. Choudhury appearing on behalf of the appellant-Insura Company and also heard Sri Pulak Saha, the respondent-in-person.

03. At the time of hearing, Learned Counsel for the appellant drawn the attention of the Commis that the respondent filed one complaint to the West Tripura District, Consumer Redressal Commis seeking deficiency in service against the appellant-Insurance Company and before the District Commis both the parties adduced evidence on record but the respondent-complainant within the stipulated pe failed to submit the claim resulting which there was no negligence on the part of the appellant-Insura

Company but the District Commission failed to appreciate the evidence on record and allowed the comp filed by the respondent-complainant and awarded compensation in favour of the respondent-complai fastening the liability of payment of compensation upon the appellant-Insurance Company and b dissatisfied with the said order the appellant has preferred this appeal. It was further submitted that District Commission not only awarded the cost incurred towards treatment at hospital but also awar Rs.1,00,000/- as compensation towards mental agony which was also too high and further awarded a su Rs.50,000/- towards cost of the litigation which was impermissible in the eye of law. So, Learned Cou urged before this Commission for interference and also to set aside the judgment and order by allowing appeal.

04. On the other hand, the respondent-in-person submitted that there was no infirmity in the judgm of the District Commission and the District Commission after considering the materials on record rig allowed the petition filed by him and there is no merit in the appeal filed by the appellant. Furthermore, th was deficiency in service on their part, so, the appeal is liable to be dismissed. Now for the sak convenience, let us discuss the subject matter of the complaint filed before the District Commiss According to the respondent-complainant, he is the customer for Medical Insurance Policy from SBI Gen Insurance Company Limited. During the year, 2021-2022 the respondent-complainant purchased the Mec Insurance Policy on payment of premium for himself and his family members for the period 2021 and 2(On 09.05.2021 the respondent was diagnosed to be infected by Covid-19 virus and admitted wit complaint of breathing difficulty in critical condition at AGMC & GBP Hospital in the Covid-19 Ward stayed there in ICU of the said hospital for a period of 10 days and was discharged on 18.05.2021 anc that he incurred a sum of Rs.51,700/- for his treatment. After discharge, the respondent-claimant claimec reimbursement of the expenses to the SBI General Insurance Company along with the bills, medical pap and discharge certificate issued by the hospital. The officials of the Insurance Company visited the reside of respondent-claimant and verified all the medical documents and made query regarding reimbursemer medical expenses to the respondent-complainant and assured that they will very soon reimburse the mec expenses as per terms and conditions of the Health Insurance Policy. But the appellant-Insurance Comp failed to settle the claim. Hence, the respondent-complainant filed the complaint before the Dis Commission for getting relief claiming Rs.51,700/- only for the purpose of treatment, Rs.1,00,000/- harassment and mental agony and Rs.1,00,000/- for legal expenses. The appellant as respondent f objection stating that the appellant was not party to any transaction among or between the banker and t customer and they under takes the risk subject to guidelines and policy terms and condition and there no effective policy on the date of alleged complaint as such there was no contract of insurance furthermore, according to the appellant-Insurance Company the respondent-complainant was nc consumer as per Section 2(d) of the Consumer Protection Act Act. It was also the plea of the appell

opposite party that the appellant being an independent legal entity different from the banker who is licenced by the regulator to do general insurance business, as such unaware of any transaction/arrangem between the banker and its customer, if at all there is any omission or commission by the banker, Insurance Company is not liable under the contract of Insurance as there is no question of under writing risk without receipt of premium under Section 64 VB of the Insurance Act, 1986 and according to the C Insurance Company there was no deficiency in service on the part of the Insurance Company.

Before the District Commission, the respondent-complainant produced discharged summ certificate dated 18.05.2021, prayer to AGMC and GBP Hospital along with prescription and medical bills also submitted examination-in-chief in-affidavit of PW1 and from the side of Insurance Company, one witn was adduced. However, the Insurance Company also took the plea that the complainant did not furnish Covid-19 positive test result report, pharmacy bills, original discharged summary and also copy of the n hospital bill and also could not explain as to why the claim was not filed within time. However, the Dis Commission after considering the materials on record awarded the claim of the respondent-complainant.

05. We have perused the judgment of the Learned District Commission. It appears that respondent-complainant after discharge from the hospital submitted claim to the appellant-Insura Company but they could not settle the claim and finally, he laid the complaint before the District Commiss Before the District Commission, the appellant-Insurance Company by adducing evidence on record faile satisfy the District Commission that the respondent complainant was not admitted in the Covide-19 un AGMC Hospital during the relevant period w.e.f. 09.05.2021 and his admission to ICU for a period o days. They also failed to satisfy the District Commission as to why they failed to redress the grievance of respondent-complainant even after filing of the complaint to the District Commission. It is on record that appellant-Insurance Company was reluctant to settle the claim of the respondent-complainant w according to the District Commission amounted to deficiency in service as per Section 2(11) of the Consu Protection Act, 2019 which provides as under:

> **“(11)"deficiency" means any fault, imperfection, shortcoming or inadequacy in quality, nature and manner of performance which is required to be maintained b under any law for the time being in force or has been undertaken to be performed person in pursuance of a contract or otherwise in relation to any service and include**
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> **(i) any act of negligence or omission or commission by such person which causes or injury to the consumer; and**
>
> **(ii)deliberate withholding of relevant information by such person to the consumer;”**

Finally, the District Commission after scrutiny of the appellant came to the observation that respondent-complainant incurred Rs.35,018/- towards treatment purpose at hospital and awarded the sum and accordingly, allowed the complaint. However, at the time of hearing, Learned Counsel for appellant-Insurance Company fairly submitted that the compensation awarded by the District Commiss towards mental agony and harassment appears to be exorbitant and urged before the Commission to red

the amount, but regarding other parts of the judgment, he did not raise any dispute and admit to settle claim to which the respondent-complainant agreed to accept and urged for dismissal of this appeal. So, a hearing both the sides, it appears to this commission that there was deficiency of service on the part of appellant-Insurance Company to settle the claim of the respondent-complainant and as such we find infirmity in the judgment delivered by the District Commission. Hence, this appeal deserves no interfere and accordingly, the same is dismissed with the following terms and conditions.

05. In the result, the appeal filed by the appellant is partly modified to the extent that the appell Insurance Company shall pay a sum of Rs.35,018 with 7.5% of interest per annum from the date of filing complaint petition before the District Commission, i.e. w.e.f. 22.12.2022 to till the date of actual payment a further sum of Rs.50,000/- in place of Rs.1,00,000/- towards mental agony and harassment Rs.50,000/- towards cost of litigation which the appellant-Insurance Company shall pay to the respond within a period of 06 (six) weeks from the date of passing of this judgment. In case of default, the appella shall pay more additional interest at the rate of 12% per annum after elapsing of the aforesaid 06 (weeks.

Send down the record to the District Commission along with a copy of this judgment. Also supp copy of judgment to both the parties free of cost.

With these observations, this present appeal stands disposed of.

Pending application(s), if any, also stands disposed of.

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BISWAJIT PALIT
PRESIDENT

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DALIA SAHA
MEMBER

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JHANTU DEBNATH
MEMBER