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# GRAHAK SATHI

## CERS CASEBOOK

*Stories of Consumer Justice and Resolution*



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Grahak Sathi discusses some significant complaints filed by the Consumer Education and Research Society – a membership society promoted by Consumer Education and Research Centre – in various consumer courts and which were resolved in favor of the consumers. These cases highlight the persistent efforts by Consumer Education and Research Society (CERS) in securing justice for aggrieved consumers across a wide range of sectors including insurance, healthcare, real estate, travel, electronics, education, and banking.

The judgments featured here not only highlight the widespread issues faced by consumers but also show how timely intervention and legal recourse can uphold consumer rights. They are examples of how consumer advocacy, backed by legal action, can challenge unjust practices and bring about accountability. The aim is to inform, educate and empower consumers and encourage them to raise voice to seek remedy whenever aggrieved.

# INSURANCE

## **Oriental Insurance Ordered to Compensate for Claim Delay (2020-21)**

Mrs. Champaben Prajapati held an Individual Health Policy with Oriental Insurance Company Ltd. for the insured sum of Rs. 3 lakh. During the policy period (2017–2018), she was diagnosed with Adenomyosis and was admitted to Shrinath Maternity and Nursing Home, incurring hospitalization expenses amounting to Rs. 37,072. She submitted a claim with all the required documents. The company approved an amount of Rs. 36,522 but failed to disburse the payment even after 18 months had passed.

She approached the Consumer Education and Research Society (CERS), Ahmedabad. The complainant filed a complaint against the insurance company for the delay in payment of the approved claim.

### ***Verdict***

The District Commission ruled in favour of Champaben and directed Oriental Insurance to pay Rs. 36,522 along with 8% interest from 30 December 2019 till realization by Account Payee cheque directly to her. Additionally, the District Commission awarded Rs. 3,000 for mental agony and harassment and Rs. 2,000 towards litigation costs.

The insurance company complied and deposited the amount in her bank account.

## **United India Insurance Company Ordered to Compensate Policyholder for the Claim Wrongly Denied as Dental (2020-21)**

Mr. Tarak Joshi had purchased a mediclaim policy from United India Insurance Company, with a sum insured of Rs. 1,00,000 for each family member and a domiciliary hospitalization limit of Rs. 20,000. During the policy period, Mr. Tarak Joshi was admitted to MODI Hospital in Ahmedabad for surgery to treat a tumour of odontogenic origin in the jaw. He incurred a total expense of Rs. 62,702 and submitted the claim along with all supporting documents.

To his surprise, the insurance company rejected the claim citing Clause 4.5, which excluded dental treatment unless caused by an accident. Additionally, the rejection was communicated eight months after the claim was submitted.

Tarak submitted a letter from the operating doctor explaining that the procedure was medically essential and not merely dental treatment. When the issue remained unresolved, CERS filed a complaint on his behalf.

### ***Verdict***

The District Commission ruled in favour of Mr. Tarak Joshi and directed the insurance company to pay Rs. 66,542 with 8% interest from 27 December 2019 till realization. It also awarded Rs. 3,000 for mental harassment and Rs. 2,000 for litigation costs.

The insurance company complied with the order and made a payment of Rs. 63,938 to the complainant.

### **Oriental Insurance Ordered to Pay Eye Treatment Claim After Arbitrarily Rejecting Claim (2020-21)**

Mr. Hasmukh Patel had a health insurance policy from Oriental Insurance Co. Ltd. covering himself and his wife, Mrs. Devindra Patel, since 2008, with a sum insured of Rs. 1 lakh each. In 2017–18, Devindra underwent eye treatments, incurring medical expenses of Rs. 75,980. Mr. Hasmukh Patel submitted the claim along with complete documentation. However, the claim was silently rejected by the Third-Party Administrator (TPA), E Meditek Services Ltd., and the insurance company gave no explanation.

When the claim status showed rejection on the website without any reason, Mr. Hasmukh Patel approached CERS. The case was taken to District Commission, but during proceedings, Mr. Hasmukh Patel passed away. His children continued the case as legal successors. The insurance company argued that the treatment did not require 24-hour hospitalization and was excluded under Clause 2.11.

### ***Verdict***

The District Commission ruled in favor of the complainants and ordered Oriental Insurance to pay Rs. 75,980 with 8% interest from 26 June 2018, the date of filing the complaint, until realization. It also ordered Rs. 2,000 for legal costs.

The insurance company has since paid the amount to Mr. Hasmukh Patel's legal heirs.

### **Star Health Settles After Arbitrarily Rejecting Bypass Surgery Claim Under Group Policy (2020-21)**

Mr. Hasmukh Kantilal Shah was insured under a group health policy from Star Health and Allied Insurance Co. Ltd., facilitated through Jain International's "Shravak Arogyam" scheme. During the policy period, he suffered from chest pain and underwent coronary angiography and bypass surgery at Apex Heart Institute. Although Star Health initially approved cashless treatment for Rs. 75,000, the hospital sought enhancement, which was approved up to Rs. 1,05,000. Despite this, his family had to pay Rs. 2,93,000 out-of-pocket in multiple instalments.

Out of the total bill of Rs. 2,68,000, only Rs. 1,05,500 was reimbursed, and the remaining Rs. 1,62,500 was rejected without a satisfactory explanation, despite Mr. Hasmukh Kantilal Shah

being covered under a Rs. 5,00,000 policy. After numerous unanswered emails, Star Health sent a rejection letter. With help from CERS, the complainant filed a complaint.

***Verdict***

While the matter was still pending in District Commission, Star Health reached a mutual settlement with Mr. Hasmukh Kantilal Shah and paid him Rs. 1,63,052.

**Insurance Company directed to reimburse the claim for car repairs due to waterlogging (2021-22)**

Mr. Hemal Shah faced car trouble while travelling to Ahmedabad in heavy rain and waterlogging when his vehicle began emitting smoke. Acting on the advice of a Volkswagen workshop, he drove the car to the service centre, where the estimated repair cost was Rs. 3,28,447.72. Mr. Hemal Shah submitted a reimbursement claim for Rs. 3,23,912 under his policy with Bharti Axa General Insurance Company. To his dismay, the insurance company rejected the claim. In response, CERS filed a complaint on his behalf in 2015 before the Consumer Commission.

***Verdict***

The District Commission ruled in favour of the complainant and directed Bharti Axa General Insurance Co. to pay Rs. 2,40,862 with 7% interest per annum from the date of the complaint (30 September 2015) until realization. Additionally, it awarded Rs. 5,000 for mental harassment and Rs. 2,000 for litigation costs. The amount was to be paid by Account Payee cheque.

Since the insurance company did not comply, an execution notice was issued.

**Bharti Axa Ordered to Compensate Car Owner After Wrongful Rejection of Rain Damage Claim (2021-22)**

Mr. Mahesh R. Dave filed two separate complaints through CERS against United India Insurance Company for the partial rejection of claims related to cataract surgeries undergone by his wife, Mrs. Kalpanaben Dave, in both eyes. Despite submitting valid claims for both procedures, the insurer failed to settle the full amounts.

Aggrieved, Mr. Mahesh R. Dave approached District Commission seeking rightful reimbursement.

***Verdict***

The District Commission ruled in favour of Mr. Mahesh R. Dave and allowed both complaints. For the right eye surgery, it directed the insurance company to pay Rs. 25,258 with 8% interest from the date of filing the complaint, along with Rs. 2,000 for compensation and Rs. 1,500 for litigation costs. For the left eye, the insurer was ordered to pay Rs. 38,140

with 7% interest from the date of the complaint, along with Rs. 2,000 each for compensation and litigation costs.

United India Insurance Company complied with the order and released Rs. 32,020 for the right eye and Rs. 46,631 for the left eye surgery to Mr. Mahesh R. Dave.

### **Oriental Insurance Ordered to Pay Lung Cancer Claim Wrongly Denied on Grounds of Smoking (2021-22)**

CERS filed a complaint on behalf of Ms. Smita Alok Banerjee against Oriental Insurance Company after the insurer rejected a Mediclaim for Rs. 93,297 incurred during the treatment of her late husband, Mr. Alok Kumar Banerjee, who was diagnosed with adenocarcinoma of the lung and treated at Vedanta Institute of Medical Science in July 2014. The claim was denied on the grounds that medical records indicated he was a chain smoker. Following his demise, his wife sought help from CERS to challenge the rejection.

#### ***Verdict***

District Commission ruled in favour of the complainant. The Commission rejected the insurer's claim that smoking caused the cancer, observing that the discharge summary alone could not serve as conclusive evidence, especially in the absence of independent proof linking the illness to smoking. The District Commission directed Oriental Insurance Company to pay Rs. 93,297 with 7% interest from the date of filing the complaint until realization. Additionally, it awarded Rs. 3,000 for mental harassment and Rs. 2,000 towards litigation costs.

In compliance with the order, Oriental Insurance Company paid a total of Rs. 1,32,185 to Ms. Smita Alok Banerjee.

### **New India Assurance Ordered to Pay Pending Heart Surgery Claim After Unjust Deductions (2021-22)**

Mr. Ketan Patel held a Mediclaim policy with The New India Assurance Co. Ltd. covering himself and three family members for the period from 17 December 2015 to 16 December 2016, with a premium of Rs. 49,032. During this period, he was hospitalized at Apex Heart Institute for treatment of Post PCI status with Coronary Artery Disease (TVD) under Dr. Tejas M. Patel.

The hospital raised an inpatient bill of Rs. 7,57,479, which Mr. Ketan Patel paid. He submitted a claim of Rs. 7,63,179 to the insurer for reimbursement but received only Rs. 6,12,679, facing illegal deductions of Rs. 1,50,500 and Rs. 52,479. Additionally, Rs. 98,021 was still pending payment to the hospital. CERS filed a complaint on his behalf against the insurance company for the pending amount.

### ***Verdict***

The District Commission ruled in favour of Mr. Ketan Patel and directed The New India Assurance Co. Ltd. to pay Rs. 95,621 with 7% interest per annum from the date of filing the complaint, along with Rs. 3,000 for mental harassment and Rs. 2,000 towards litigation costs.

The amount was to be paid by account payee cheque directly to the complainant. In compliance with the District Commission order, the insurance company paid Rs. 1,24,000 to Mr. Ketan Patel.

### **Reliance General Ordered to Pay Spinal Treatment Claim After Unjust Rejection (2021-22)**

Mr. Pravin H. Thakkar held a Reliance Healthwise Policy issued by Reliance General Insurance for the year 2018-19, with a sum assured of Rs. 2,00,000 covering himself and his family on a floating basis. He paid a premium of Rs. 17,682. During the policy period, Mr. Pravin H. Thakkar was admitted to Dr. B. L. Bhatt Hospital, Nadiad, for treatment of Sub Degeneration of the Spinal Cord and Hypertension, incurring medical expenses of Rs. 23,273. Despite submitting his claim with all necessary documents, Reliance General Insurance rejected it.

Mr. Pravin H. Thakkar attempted to resolve the issue by providing explanations and treatment details from his doctor, but the insurer did not make the payment. Consequently, the complainant filed a complaint seeking reimbursement.

### ***Verdict***

The District Commission ruled in favour of Mr. Pravin H. Thakkar and directed Reliance General Insurance Company to pay the claimed amount.

Following the order, Mr. Pravin H. Thakkar received Rs. 23,149 from the insurance company.

### **United India Ordered to Pay Pending Cataract Surgery Claims (2021-22)**

Mr. Pankaj P. Pandya, a retired officer of State Bank of India, and his wife Mrs. Jyoti P. Pandya were covered under a tailor-made Group Insurance Policy offered by United India Insurance Company in tie-up with SBI for the period 2016-2017 with an insured sum of Rs. 3,00,000. Both Mr. and Mrs. Pandya underwent cataract surgeries on both eyes: Mr. Pankaj P. Pandya had his right eye operated on 24 September 2016 and left eye three days later; Mrs. Jyoti P. Pandya had her right eye operated on 27 September 2016 and left eye on 6 October 2016. All surgeries were performed at Raksha Eye Hospital, Ahmedabad. Claims were submitted for Rs. 58,381, Rs. 58,833, Rs. 59,081, and Rs. 58,348 respectively, supported by hospital discharge summaries.



The insurer settled partial amounts of Rs. 45,381, Rs. 39,833, Rs. 41,081, and Rs. 45,348. After follow-up communications, an additional Rs. 5,000 was paid for the right eye surgery expenses. Separate complaints were filed for refund of the balance amounts: Rs. 27,000 (Rs. 13,000 + Rs. 14,000) for Mr. Pankaj P. Pandya and Rs. 26,000 (Rs. 13,000 + Rs. 13,000) for Mrs. Jyoti P. Pandya.

### ***Verdict***

The District Commission ruled in favour of both complainants. For Mr. Pandya, the insurer was directed to pay Rs. 27,000 with 7% interest per annum from the date of complaint until payment by account payee cheque, along with Rs. 3,000 compensation for mental harassment and Rs. 2,000 towards litigation costs.

Similarly, for Mrs. Pandya, the insurer was ordered to pay Rs. 26,000 with 7% interest from the date of complaint until payment, plus Rs. 3,000 and Rs. 2,000 as compensation and litigation costs respectively.

Both complainants received total payments of Rs. 33,264 and Rs. 32,217 respectively as per the commission's order.

## **United India Ordered to Pay Eye Surgery Claim Wrongly Denied Under Family Medicare Policy (2021-22)**

Mr. Dilipbhai Patel held a Family Medicare Policy for 2018-19 from United India Insurance Company with a sum assured of Rs. 3,00,000 covering himself and his family, with policy inception since 2007. His son, Mr. Akshar Patel, was diagnosed with Conjunctival Naevus in the right eye and underwent surgery at Cure Sight Laser Centre, Ahmedabad under Dr. Parimal M. Desai. Medical expenses of Rs. 17,367 were incurred. The claim submitted to the insurance company was repudiated, prompting Mr. Patel to file a complaint for the repudiated amount of Rs. 17,367.

### ***Verdict***

The District Commission ruled in favour of Mr. Dilipbhai Patel and directed the insurance company, jointly and severally, to pay Rs. 17,367 with 7% interest per annum from the filing date (30 December 2019) until realization. Additionally, the insurer was ordered to pay Rs. 1,500 for mental harassment and Rs. 1,000 towards litigation costs.

Mr. Patel received a total payment of Rs. 21,651 from United India Insurance Company.

## **National Insurance Ordered to Refund Arbitrary Deduction in Mediclaim Reimbursement (2021-22)**

Mr. Dharmendra Gohil, through CERS, filed a complaint against National Insurance Company alleging deficiency in service and unfair trade practice. The grievance arose from



an unjust deduction of Rs. 21,475 from a Mediclaim reimbursement. Dissatisfied with the unexplained reduction, the complainant sought justice before the Consumer Commission.

### ***Verdict***

The District Commission ruled in favor of Mr. Dharmendra Gohil and directed National Insurance Co. to pay Rs. 20,875 with 7% interest per annum from the date of filing the complaint (3 November 2017) until full payment. The amount was to be paid via Account Payee cheque after obtaining a discharge from the complainant. Additionally, the District Commission awarded Rs. 3,000 for mental harassment and Rs. 2,000 towards litigation costs.

After the issuance of an execution notice due to non-compliance, National Insurance Co. finally paid a total of Rs. 31,364 to Mr. Dharmendra Gohil in accordance with the District Commission's order.

## **Oriental Insurance Ordered to Pay Oral Cancer Surgery Claim Wrongly Denied as Pre-existing Disease (2021-22)**

Mr. Anilbhai Natvarbhai Prajapati held the Happy Family Floater Policy (Silver Plan) of Oriental Insurance Company for Rs. 5,00,000 covering himself and his family since 2013, which he renewed for 2014-15. During the policy period, he was hospitalized at Apollo Hospital International Ltd. for a non-healing ulcer and underwent surgery for SCC of Right Buccal Mucosa (oral cancer). He incurred medical expenses of Rs. 3,58,677.67 and filed a claim for reimbursement with the insurance company. Despite repeated requests, the insurer neither paid the claim nor responded. The insurance company argued that the claim was inadmissible under exclusion clause no. 4.3 of the policy citing a pre-existing disease, as the hospital discharge summary mentioned prior surgeries in 2006 and 2008. However, they failed to prove suppression of information by the complainant during policy purchase and did not inform him about the terms and conditions or any changes thereto.

Aggrieved, Mr. Anilbhai Natvarbhai Prajapati approached CERS, which filed a complaint before the District Consumer Commission seeking recovery of Rs. 3,58,678 with interest and compensation.

### ***Verdict***

The District Commission ruled in favour of Mr. Anilbhai Natvarbhai Prajapati, observing that the insurance company could not prove concealment of past surgeries; hence, the ailment could not be treated as pre-existing. The insurer was directed to pay Rs. 3,22,811 with 7% interest per annum from the date of complaint (22 July 2016) till payment realization by Account Payee cheque. Additionally, Rs. 5,000 was awarded as compensation for mental agony and harassment, and Rs. 2,000 towards litigation costs. Mr. Anilbhai Natvarbhai

Prajapati received a total amount of Rs. 4,49,357 from Oriental Insurance Company as per the District Commission order.

## **National Insurance Ordered to Pay Balance Claim After Partial Settlement in Mediclaim for Deceased Patient (2021-22)**

Dr. Syed Zaheer held a group mediclaim policy from National Insurance Company through his employer, covering his family members. When his mother suffered a severe head injury and was hospitalized, she unfortunately passed away during treatment. Dr. Syed Zaheer subsequently filed a claim of Rs. 10,69,000, which included around Rs. 6,50,000 in including hospital bills, medicines, physiotherapy, and diagnostics. However, the insurance company settled only Rs. 3,66,000. Aggrieved by the partial settlement, Dr. Syed Zaheer filed a complaint before the Gandhinagar Consumer Commission, seeking the balance amount from the insurance provider.

### ***Verdict***

The District Commission partly allowed the complaint and ruled in favour of Dr. Syed Zaheer. It directed National Insurance Company to pay Rs. 4,74,950 with 9% interest per annum from the date of filing the complaint until realization. Additionally, Rs. 10,000 was awarded for mental agony, and another Rs. 10,000 was granted as litigation cost. The insurance company was instructed to make the payment via A/C payee cheque within 30 days of receiving the judgment.

The company complied with the order and paid a total of Rs. 6,91,042 to Dr. Syed Zaheer.

## **Oriental Insurance Ordered to Pay Deducted Amount for Advanced Ear Treatment Procedure (2022-23)**

Mr. Parin Shah had taken an OBC Oriental Royal Mediclaim Policy for the year 2018–19 from Oriental Insurance Company, with a sum insured of Rs. 5,00,000 covering himself and his family. During the policy period, he was admitted to P.D. Hinduja National Hospital and Medical Research Centre in Mumbai for decreased hearing in his right ear, which significantly affected his hearing ability. He underwent treatment and incurred medical expenses amounting to Rs. 3,34,081, including charges for a gamma knife procedure.

Mr. Parin Shah submitted the claim along with the required documents. However, the insurance company repudiated a major part of the claim on the grounds that the advanced procedure (gamma knife) was not covered. Out of the total amount, only Rs. 1,22,402 was approved and paid. Aggrieved by this partial repudiation, Mr. Parin Shah filed a complaint seeking a refund of the deducted amount of Rs. 1,82,050.

### ***Verdict***

The District Commission ruled in favour of Parin Shah and directed Oriental Insurance Company to pay Rs. 1,82,050 with 9% interest along with compensation of Rs.8,000 within 30 days from the date of order.

Parin Shah got the payment of Rs. 2,33,817 as per compliance of order.

### **New India Assurance Ordered to Pay Partially Rejected Genuine Claim (2022-23)**

Ms. Jalpaben R. Patel was a medicaid policyholder of New India Assurance Company with a sum insured of Rs. 8,00,000. During the policy period, she underwent surgery for adenomyosis at EVA Women Hospital, Shahibaug, Ahmedabad, and incurred medical expenses amounting to Rs. 1,84,442. She submitted a claim for reimbursement, but to her dismay, only Rs. 45,000 was sanctioned by the insurance company. The remaining Rs. 1,39,442 was repudiated without any substantial justification. Aggrieved by the partial claim settlement, Ms. Jalpaben R. Patel filed a complaint seeking the refund of the deducted amount.

#### ***Verdict***

The District Commission ruled in favour of the complainant and directed the opposite party to pay her Rs. 1,18,767 with 8% interest from the date of filing of the complaint within 30 days from the date of pronouncement of order. Also directed to pay Rs. 3,000 towards mental harassment and Rs. 2,000 towards cost of litigation.

Order was complied by the insurance Co. and paid Rs. 1,47,305 to the complainant.

### **Oriental Insurance Ordered to Pay Balance Claim After Unexplained Deduction in Surgery Expenses (2022-23)**

Mr. Mukeshbhai P. Vekariya had procured a Happy Family Floater–2015 medicaid policy from Oriental Insurance Co. Ltd. for the period 2018–19, covering himself and five other family members with a total sum insured of Rs. 6,00,000. During the policy period, he was admitted to Hari Om Surgical Hospital for the removal of Lt. Upper Ureteric Calculi and Lt. Renal Calculi and underwent surgical treatment. He was discharged the next day.

Mr. Mukeshbhai P. Vekariya incurred medical expenses of Rs. 77,050. While the insurance company approved Rs. 49,801, it rejected Rs. 24,700 citing “reasonable and customary expenses”—without providing any specific explanation or criteria for this deduction. Aggrieved by the partial settlement, Mr. Mukeshbhai P. Vekariya filed a complaint seeking the balance claim amount.

#### ***Verdict***

The District Commission has partially allowed the claim and directed Oriental Insurance Company to pay to Mr. Mukeshbhai P. Vekaria Rs.24,700 with 8% interest along with Rs.5,000 towards compensation.

The order was complied with by the insurance company and made payment to him. He got Rs.33,000 from Oriental Insurance Company.

## **New India Assurance Ordered to Pay Partial Mediclaim After Delay (2022-23)**

Mr. Manan Mehta had taken a mediclaim insurance policy from New India Assurance Co. for the period 2015–16, covering himself, his wife, and his daughter with sums insured of Rs. 2,00,000, Rs. 2,00,000, and Rs. 1,00,000 respectively. During the policy period, his wife, Mrs. Manisha Mehta, was admitted to Ayurvedic Hospital Balaji Tembe Health Care Pvt. Ltd. for treatment. Later, Mr. Manan Mehta and their daughter also underwent treatment at the same hospital for different health concerns. The family incurred medical expenses amounting to Rs. 1,95,448. Mr. Manan Mehta submitted a claim with all required documents. Despite several follow-ups via calls and emails, the insurance company failed to process the claim, prompting him to file a formal complaint.

### ***Verdict***

After conducting all the procedures the District Commission ruled in favour of Mr. Manan Mahta and partly allowed the complaint and directed insurance company to pay Rs.1,23,339 as reimbursement amount of the Mediclaim to Mr. Manan Mehta along with interest rate of 6% per annum. Also directed the opponent to pay to Rs.15,000 towards compensation for physical harassment, mental agony and Rs.5,000 towards cost of litigation.

Finally, MAnan got the amount of Rs.1,76,347.

## **United India Insurance Ordered to Pay the Mediclaim which was partly rejected (2022-23)**

Ms. Kashmira V. Broker was holding an Individual Health Mediclaim Policy (Gold Plan) from United India Insurance Co. Ltd. for the year 2019–20, with a sum insured of Rs. 7,50,000. During the policy period, she underwent cataract surgery for her right eye at Modi Eye Care Centre and incurred an expense of Rs. 78,830.

When she filed a claim, the insurance company only reimbursed Rs. 24,000, arbitrarily deducting Rs. 54,830. She then approached the Insurance Ombudsman, who sanctioned an additional Rs. 18,000. Despite this, Rs. 36,830 still remained unpaid. Aggrieved by the unjustified deductions, she filed a formal complaint.

### ***Verdict***

The District Commission ruled in favour of Kashmira V. Broker and directed the opponents to pay complainant a sum of Rs.34,930 which was wrongly deducted along with interest at the rate of 6% per annum from the date of complaint till its payment, failing which the opponent company shall pay an interest at the rate of 8% per annum to the complainant along with Rs.3,000 towards compensation.

The insurance company complied with the order and paid Rs.38,579 to complainant.

### **Oriental Insurance Directed to Pay Balance Mediclaim Amount Arbitrarily deducted (2022-23)**

Mr. Dilipkumar M. Thakkar was a policyholder of Oriental Insurance Co. Ltd. for the period 2019–2020 with a sum insured of Rs. 4,00,000. During the policy period, his wife was admitted to Dr. Mehul Shah Hospital for treatment, incurring expenses of Rs. 4,22,644. He submitted the claim to the insurance company, which reimbursed only Rs. 1,89,245 and arbitrarily deducted Rs. 2,10,755. Dissatisfied with the unjustified deduction, he filed a complaint for recovery of the balance amount.

#### ***Verdict***

The District Commission ruled the matter in his favour and directed the opponents jointly and severally to pay Mr. Dilipkumar M. Thakkar a sum of Rs. 1,96,055 with interest at the rate of 9% per annum and compensation of Rs. 5,000.

Mr. Dilipkumar M. Thakkar was paid Rs. 2,38,665 by the insurance company.

### **New India Assurance asked to pay the claim it partially repudiated on the ground of reasonable and customary basis (2023-24)**

Mr. Shreyans Shah, the complainant, had taken a Mediclaim Policy from New India Assurance Company Limited for the period 2019-2020 with a sum insured of Rs. 8,00,000. During the policy period, he was admitted to Apollo CVHF Hospital, Ahmedabad for chest pain and underwent Coronary Angiography, PTCA, and stenting of LAD and LCx. He incurred total medical expenses of Rs. 3,25,719 and submitted a claim for Rs. 3,27,534.

However, the TPA sanctioned only Rs. 2,23,741, deducting Rs. 1,06,193 citing ‘Reasonable and Customary’ charges. Despite several requests through calls, visits, and correspondences, the complainant’s deducted amount was not refunded, prompting him to file a complaint through CERS.

#### ***Verdict***

The District Commission ruled in favor of Mr. Shreyans Shah and partially allowed his claim. The District Commission has directed opposite party to pay Rs.1,06,193 along with interest at the rate of 8% per annum from the date of i.e. 21 August 2019, the date on which the opponent has issued cheque for payment, till the realization of the amount of award including interest at the rate of 2% per annum as stated in the guidelines of the IRDAI. Also directed to pay compensation of Rs.10,000 and Rs.5,000 towards harassment and cost of litigation.

### **Cama Motors Wins Partial Settlement Against National Insurance for Property Damage Due to Neighbour’s Illegal Digging (2023-24)**

Cama Motors had purchased a Standard Fire and Special Perils Policy (SFSP) from National Insurance Company for the period from 1 February 2014 to 31 January 2015 for a sum

insured of Rs. 2,25,00,000. During the policy period, the back side wall of the complainant's property suddenly collapsed along with the ceiling due to illegal digging by a neighbouring building to the extent of about 10 feet deep without permission from the requisite authorities. This caused a huge loss to both movable and immovable property of approximately Rs. 2,50,00,000. The fire brigade was called and a police the complainant filed a complaint immediately. The insurance company was also informed about the accident and loss relating to the building and movables amounting to Rs. 29,81,442.28 and Rs. 6,33,450 respectively.

The insurance company provided only the policy schedule without the full terms and conditions. The surveyor and assessor appointed by the insurer, after accounting for depreciation, assessed the loss at Rs. 29,83,934 but the insurance company repudiated the claim. The surveyor's report clearly stated that (1) the cause of loss was accidental and covered under the policy and (2) no breach of warranty was observed during the survey. Despite this, the insurance company initially withheld the surveyor's report from the complainant and only provided it later under the Right to Information Act.

Consequently, the complainant filed a complaint for the sum of Rs. 29,83,934.

### ***Verdict***

The State Commission partially allowed the complaint and directed the insurance company to pay Rs. 29,83,934 with interest at 8% per annum from the date of complaint till realization. Additionally, the insurer was ordered to pay Rs. 25,000 towards the cost of the complaint. The insurance company was given 60 days to comply, failing which an additional interest of 1% per month from 15 May 2024 would be payable.

Eventually, Cama Motors received Rs. 46,67,511.

## **Royal Sundaram Settles Medical Insurance Claim After Initial Repudiation (2023-24)**

Mr. Kiritkumar Vaghela, complainant had taken Insurance policy of Royal Sundaram General Insurance Co.Ltd., formerly known as Royal Sundaram Alliance Ins co. Policy being sum assured of Rs.2 lakhs for himself and family for the period 23 February 2020 to 22 February 2021. Mr. Kiritkumar Vaghela was admitted at Sharnam Multispecialty Hospital at Ahmedabad during the policy period for body-ache, vomiting and acute pyelonephritis and incurred amount of Rs.39,056 towards Medical Expenses. He had filed the claim with the Insurance Company and the same was repudiated by them.

Later on, the complainant filed a complaint for the claim amount. The complainant was not in a position to proceed further more due to his health problems, as per the discussion with the District Commission and opposite party, the opposite party was ready to settle the matter and paid Rs.39,006 to complainant. Complainant got the payment also.

### **United India Insurance Ordered to Mediclaim for Cough and Anxiety Treatment (2023-24)**

Mr. Arvindbhai Ugarchand held a Mediclaim policy from United India Insurance Company for the period 2018–2019, with a sum insured of Rs. 1,50,000 for himself and his family. During the validity of the policy, the complainant's wife, Mrs. Gitaben, was admitted to Sanjivani Heart and Medical Hospital for the treatment of coughing and anxiety. The complainant incurred total expenses of Rs. 19,354 towards hospitalization and treatment. Thereafter, he filed a claim with the insurance company, but it was arbitrarily rejected. Hence, the the the complainant filed a complaint.

#### ***Verdict***

The District Commission ruled in favour of the complainant and directed the insurance company to pay Rs. 19,354 along with interest at the rate of 8% per annum from the date of deduction, including interest at the rate of 2% per annum as stated in the IRDAI guidelines.

He is also entitled to a consolidated amount of Rs. 2,000 towards mental agony, stress, and expenses related to this complaint from the opponent. The opponent shall pay the entire awarded amount within a period of one month. If the opponent fails to do so, the complainant shall be entitled to additional interest at the rate of 1% per annum from the expiry of the one-month period.”

The complainant received a payment of Rs. 29,438.

### **New India Insurance Co. ordered to pay Mediclaim for Varicose Vein Surgery (2024-25)**

Mrs. Dipaben M. Shah had availed a Mediclaim Policy from New India Assurance Company Ltd for the period 2022-23 having a sum assured of Rs.5,00,000. During the existing policy period she was admitted to Sushrusha Navneet Memorial Hospital for operation of Varicose Vein of her both limbs and incurred Rs.1,70,701 towards the treatment for the said operation. She intimated and lodged her claim for such expenses to the insurance company with original documents with the claim form.

Then despite a long period the complainant did not hear from the insurance company and on physical inquiry to the TPA, they replied that claim amount has already deposited directly in the Complainant's bank account wherein Rs.43,000 has been deducted under 'reasonable and customary clause'. This was wrongly deducted by the opponent and they remained silent for the considerable period of time to all the genuine representations of the complaint. Therefore, a complaint has been filed for the deducted amount of Rs.43,000 with the help of CERS.

#### ***Verdict***

The District Commission ruled in favour of the complainant and partly allowed the claim. The District Commission directed that the complainant was entitled for Rs.43,000 the deducted amount of Mediclaim from the opponent, along with interest at the rate of 8% per



annum from the dated of deduction i.e. 13 December 2022 till realisation. The complainant was also entitled for an amount of Rs.3,000 towards mental agony, stress and also Rs.2,000 towards cost of litigation.

The Insurance Company had complied with the order and made payment of Rs.54,588.00 to Mrs. Dipaben M. Shah.

### **National Insurance Co. directed to pay USD 44,927 for Overseas Medical Claim (2024-25)**

Mr. Bhadrak Merchant, a businessman, had purchased an Overseas Mediclaim Policy from National Insurance Company in 2014 for a 60-day cover with a sum insured of USD 500,000 after completing all formalities, including medical tests, and paid Rs. 5,719 as premium. During his leisure trip to the United States, he felt weak while standing in line at Orlando Airport and sought medical assistance. He was admitted to Florida Hospital, Orlando, where he received cashless treatment for four days. After completing his tour, including a cruise trip to Alaska, he returned to India.

Soon after, he received a letter from Heritage Health TPA stating that the insurance company had repudiated the claim. Subsequently, Mr. Bhadrak Merchant received a bill for USD 44,927 from Florida Hospital. His efforts to resolve the dispute through the Insurance Ombudsman in Ahmedabad failed as the claim amount exceeded the Ombudsman's jurisdiction of Rs. 20,00,000. He then approached Consumer Education and Research Society (CERS), which filed a complaint on his behalf.

#### ***Verdict***

The State Commission ruled in the favour of CERS and directed and ordered opponents jointly and severally to settle the outstanding bill of Florida Hospital, Orlando, USA amounting to USD 44,927 and also ordered to pay Rs.10,000 towards mental torture and Rs.5,000 towards cost of litigation.

### **National Insurance Co. ordered to pay Rs. 5.25 lakh for Fire Damage at Doctor's Clinic (2024-25)**

Dr. Manish Bhatnagar, a medical professional, had obtained a Standard Fire & Special Peril Policy with a Reinstatement Value Clause for Rs. 50,00,000 from National Insurance Company, covering assets such as furniture, fixtures, fittings, and medical equipment at his clinic for the period 2011-2012. During the policy period, a fire occurred at his clinic, and the incident was reported to the insurance company within the prescribed time. The insurer appointed a surveyor to assess the cost of reinstatement. Dr. Manish Bhatnagar filed a claim for Rs. 33,32,420 as the reinstatement cost of the affected assets.

The surveyor took an extended period to submit his report, which violated the six-month time limit prescribed under the IRDA (Protection of Policyholders' Interests) Regulations, 2002. The survey report recommended payment of Rs. 4,08,100 on a pro-rata average basis. The

insurance company approved this amount after the prescribed 30-day limit for payment from the date of the surveyor's recommendation had expired. The complainant rejected this amount, stating it was unjustified, and filed a complaint challenging the surveyor's report and prayed for the full claim amount.

### ***Verdict***

The State Commission, through its order dated 27 February 2025, partly allowed the complaint and directed the Opponent Insurance Company to pay to the Complainant Rs. 5,24,951 together with interest at the rate of 8% from the date of 3 June 2014. Also directed to pay Rs. 25,000 towards compensation and Rs.10,000 towards cost of the complainant to Dr. Manish Bhatnagar. The above mentioned ordered amount is to be made with 60 days from the date of order, failing which the insurer is also liable to pay additional 1% interest.

### **National Insurance Co. told to pay deducted Mediclaim for Prostate Treatment (2024-25)**

Mr. Hiran Kumar Shah had a mediclaim policy for the period 2018 -2019, with a floater sum insured of Rs.4,00,000 under the policy titled BOI National Swasthya Bima Policy. During the validity of the policy, the complainant was admitted twice in Apollo Hospitals International Ltd. for the treatment of benign prostatic hyperplasia. He had incurred total expense of Rs.49,946 towards hospitalization and treatment.

The claim was filed for the same amount with the opponent but the opponent paid an amount of Rs.24,668 only and deducted an amount of Rs.25,278. Feeling aggrieved by the claim deduction, the the complainant filed a complaint for reimbursement of the balance amount Rs.25,278.

### ***Verdict***

The District Commission ruled in favour of the complainant and directed National Insurance Company to pay to the Mr. Hiran Kumar Shah Rs.21,478, the deducted amount of mediclaim from, along with interest at the rate of 8% per annum from the date of deduction i.e. 1 June 2018 till realization of the amount of award including interest at the rate of 2% per annum as stated in the guidelines of the IRDAI. Also directed to pay an amount of Rs.2,000 towards mental agony, stress and Rs.2,000 towards cost of litigation.

Mr. Hiran Kumar Shah received Rs.36,000 from National Insurance Company as per compliance of order.

### **Oriental Insurance Ordered to Pay Rs. 3.01 Lakh Mediclaim After Arbitrary Rejection (2024-25)**

Mr. Natvarlal Thakkar was covered by health insurance policies with the Oriental Insurance Co. and for the period 2013-14, up to the extent of Rs.3,00,000 on floater basis. Mr. Natvarlal Thakkar was admitted in SAL Hospital, Ahmedabad for certain health ailments and after

necessary treatment, he was discharged from the said hospital and paid a sum of Rs.3,01,934 as charges for the treatment. The complainant also incurred some other miscellaneous expenses for the treatment.

Mr. Natvarlal Thakkar, lodged insurance a claim of Rs.3,20,131 with concerned TPA, namely Health India TPA Service Private Limited. The aforesaid claim was repudiated by Oriental Insurance Company. The complainant several times made oral representations to the Insurance Company regarding arbitrary repudiation of insurance claim, however there was no proper response forthcoming from them or the grievance of the complainants was not redressed. A consumer the complainant filed a complaint for the repudiated claim. The complainants were not provided the detailed terms and conditions of the insurance policy.

#### ***Verdict***

The District Commission ruled in favour of the complainant and partly allowed the matter. The District Commission directed the opposite party, Oriental Insurance Company to pay to Complainant Rs.2,88,118 with 8% interest from the date of rejection of claim within 30 days. Also directed opponent to pay to complainant Rs.10,000 and Rs.5,000 respectively towards mental harassment and cost of litigation. The Oriental insurance company Ltd. has paid Rs.2,56,713 (claim amount) + Rs.2,88.118 (interest) along with Rs.15,000 towards compensation and cost of litigation to Mr. Rakesh Natwarlal Thakkar.

### **National Insurance Ordered to Refund the Arbitrary Deduction of Mediclaim in Accident Case (2024-25)**

Mr. Manoj D. Pandya, was a mediclaim holder of National Insurance Co. Ltd. namely, “BARODA HEALTH POLICY”, a family floater policy, for the period 2016-2017, having a sum insured of Rs.4,00,000. During the policy period, he met with an accident and hospitalized at Ratan Hospital, Maninagar for the treatment of displaced fracture of Right clavicle at middle 1/3rd junction and fracture of right ring finger terminal phalangeal bone.

He had incurred a total medical expense of Rs. 1,22,893. Mr. Manoj D. Pandya had informed National Insurance Co. Ltd and Anmol Medicare TPA about the incident and submitted claim for Rs.1,22,893. But the opponent has paid only Rs.77,660 after deducting Rs.50,640 on the ground of reasonable and customary charges. The complainant has produced all the documentary evidence in support of the complaint. He had also made correspondence with the opponent for the deducted amount. As there was no result, a complaint has been filed for the deducted amount.

#### ***Verdict***

The District Commission ruled in our favour and directed that complainant is entitled for Rs.50,631, the deducted amount of mediclaim from the opponent Insurance Company along with interest at the rate of 9% per annum from the date of complaint i.e. 24 April 2018 till the realization. Also directed that the complainant is entitled for Rs.3,000 a compensation for

physical harassment and mental agony and Rs.2,000 towards cost of litigation within one month.

As per the order of Additional District Commission, the insurance company has made payment of Rs.86,405 to Mr. Manoj D. Pandya.

### **Star Health and Allied Insurance Co. Ordered to Refund Deducted Amount in Gallbladder Surgery Claim (2024-25)**

Mr. Dilipbhai Shah, has taken an insurance policy from Star Health and Allied Insurance Co. Ltd. having sum assured of Rs.5,00,000 for the period of 2022-2023. During the tenure of the policy he was diagnosed with acute chronic cholecystitis with perforation and was admitted to KD Hospital for treatment and later on discharged. He had incurred Rs.1,49,249 for the operation and medical expenses.

Thereafter he submitted his claim form with the Insurance Company for Rs.1,35,935, which was partially repudiated by them and claim for Rs.76,700 was sanctioned after deducting Rs.24,929. Complaint was filed for refund of the rejected amount against Star Health and Allied Insurance Co. Ltd. before the District Commission.

#### ***Verdict***

The District Commission has allowed the complaint and passed an order directing the Insurance company to pay Rs.21,475 towards the deducted amount along with 9% interest from the date of deduction of the claim along with Rs.3,000 and Rs.2,000 respectively towards compensation for physical harassment and mental agony and cost of litigation.

Mr. Dilipbhai Shah has received a payment of Rs.28,048.

### **National Insurance Ordered to Pay Deducted Amount in Knee Replacement Claim (2024-25)**

Mrs. Nanda Rajendrakumar Parmar, had taken a Mediclaim Policy from National Insurance Co. for herself and her family since 2009 and it was lastly renewed for the period 2015-16 and for sum insured of Rs.5,00,000. During the validity period of above mediclaim policy, she was admitted at Parekh Hospital for treatment of both Knees Replacement from, on getting discharge she was advised for physiotherapy exercise.

Thereafter, she had submitted her claim amount of Rs.63,897 to National Insurance Co. through TPA, however, opponent has sanctioned and paid only Rs.43,898 and deducted Rs.20,000. A consumer complaint has filed for the deducted amount.

#### ***Verdict***

The District Commission ruled in favour of her and partly allowed the complaint and directed the opponent insurance company to pay Rs.20,000 the deducted amount of mediclaim along

with interest at the rate of 8% per annum from the date of deduction of mediclaim i.e. 4 July 2016 till the realization of the amount of award including interest at the rate of 2% per annum as stated in the guidelines of the IRDAI. Also directed to pay compensation of Rs.2,000 for physical harassment and mental agony and Rs.2,000 towards cost of litigation.

Complainant got the payment of Rs.37,089.

### **New India Assurance Directed to Pay for the Hysterectomy Claim (2024-25)**

Mrs. Hemangiben Patel was holding a mediclaim policy of New India Assurance Company having sum assured of Rs.2,00,000 for the period 2017-2018 alongwith an additional cumulative bonus of Rs.30,000. During the policy period she got admitted at Bhavani Nursing Hospital, Ahmedabad for Fibroid + Adenomyosis of Uterus. Hence, Hysterectomy had done. The complainant had incurred total medical expenses of Rs.80,417 for the medical treatment. She had submitted her claim with the insurance company through TPA.

However, the insurance company had paid only Rs.53,423 and deducted remaining amount of Rs.26,994, illegally on the ground of reasonable and customary basis. Mr. Divyang Patel, husband of Mrs. Hemangiben Patel has filed a consumer complaint through CERS on behalf of his wife for the deducted amount of Rs.26.994.

#### ***Verdict***

The District Commission ruled in favour of the complainant and partly allowed the same. The Commission directed that the complainant is entitled for Rs.20,000 the deducted amount of mediclaim from the opponent, insurance co. along with interest at the rate of 8% per annum from the date of deduction i.e. 21 June 2018 till realisation of the amount of award including interest at the rate of 2% per annum as stated in the guidelines of the IRDAI. Also directed the Opponent to pay Rs.3,000 as compensation for physical harassment and mental agony and Rs.2,000 towards cost of litigation.

The Insurance Company has complied with the order of District Commission and paid Rs.42,000 to him.

### **Shriram General Insurance Settles Rejected Livestock Claim After Complaint (2023-24)**

Complaint Ms. Vinuben Sodhaparmar had taken insurance for cattle as Pos-Livestock (Cattle) Insurance policy from Shriram General Insurance Company Ltd. for seven cattle for the period 26 April 2019 to 25 April 2020. The cattle were having tags Nos.24150 and 24156 and having sum insured of Rs.50,000 each. One of the cattle died having Tag No.24151 during operation and the same was intimated to the opposite party by claim form being Form 60 and filed a claim discharge voucher with revenue ticket. A copy of Postmortem by the Veterinary doctor was also submitted. The Insurance Company has rejected the claim without

proper justification. The complainant filed a complaint for the rejected claim amount with interest.

***Verdict***

During the pendency of the matter, the opposite party has settled the claim with the complainant.

**Shriram General Settles One Livestock Insurance Claim (2022-23)**

Ms. Pravinaben had secured a livestock insurance policy from Shriram General Insurance Company covering her four milch buffaloes. The policy was valid from 3 October 2018 to 2 October 2021, offering an insurance coverage of Rs. 2,00,000 (Rs. 50,000 per buffalo). During the policy period, and amid the Covid-19 crisis, two of her buffaloes died.

Ms. Pravinaben promptly submitted two separate claims along with all necessary documents. However, the insurance company failed to compensate her for the losses. With no resolution in sight, she was compelled to file two separate complaints against Shriram General Insurance Company for the recovery of the insured amounts with interest.

***Verdict***

During the pendency of the matter, Shriram General Insurance Company settled one of the claims and paid Rs. 50,000 to Pravinaben. The other claim remained unresolved at the time.

## BUILDER & DEVELOPER

### **Builder Ordered to Pay Rs. 33.6 Lakhs Compensation for Lift Accident Causing Death of Engineering Student (2022-23)**

In 2005, CERS filed a complaint before the State Commission against Mr. Mahendra Patel, Builder & Developer and Chairman of Abhijit Shahibaug Co-op. Society, Alps Technologies Pvt. Ltd., M/s. Techno Elevators, and the Deputy Chief Electrical Inspector (Lifts). The complaint alleged deficiency of service, negligence, and unfair trade practice due to the installation of a defective lift. The lift hit the head of the complainant's son, Hardik, causing his death. Mr. Hardik Acharya was a final-year engineering student at Nirma University and had secured a job offer as a trainee with an annual salary of Rs. 21,41,241.

The State Commission partly awarded Rs. 33,60,000 with 9% interest from the date of the accident on 19 September 2004 until realization along with Rs. 10,000 for mental agony and Rs. 5,000 for litigation costs. The builder challenged the order before the National Commission, which remanded the case back to the State Commission for a fresh hearing.

#### ***Verdict***

After hearing all parties and acknowledging the gravity and duration of the case, the State Commission facilitated a compromise by mutual consent between the complainant and the opposite parties, excluding the government body, Chief Electrical Inspector. Ultimately, the complainant received Rs. 33,60,000.

### **Developer Ordered to Refund Rs. 9.97 Lakhs with Interest for Failure to give possession on Time (2023-24)**

Mrs. Sumitradevi T. Asharam booked sub-plot/house no. 24 in the scheme "ABS Suraksha Enclave" developed by M/s Vansh Interior and Developer Pvt Ltd. The total value of the plot was around Rs. 45,00,000, which included legal expenses, maintenance, documentation charges, and other miscellaneous fees. She was promised possession within a reasonable time. She initially paid Rs. 1,30,000 as advance and later Rs. 6,70,000 as per the opponent's demand, receiving cash receipts for both payments. One month later, she was asked to pay Rs. 1,97,000, but was not given a cash receipt despite assurances. Upon visiting the site, she found no construction had started and confronted the developer's office, where she received false promises. She requested a refund of the Rs. 9,97,000 paid. The opponent issued two cheques for Rs. 8,67,000 and Rs. 1,30,000, both dishonoured due to insufficient funds. After multiple failed promises and months of waiting, she filed a consumer complaint for refund.

#### ***Verdict***

The District Commission ruled in favour of the complainant and directed the opposite party to pay to complainant Rs.9,97,000 with 9% interest from 15 February 2016 till realisation and also directed to pay Rs.20,000 and Rs.5,000 towards mental harassment and cost of litigation.



## TRAVEL

### **Country Vacation India ordered to refund the membership amount with Interest and Compensation for Delay (2022-23)**

Ms. Kaumil Desai, the complainant, purchased a membership from Country Vacation through an agreement dated 28 April 2018, by paying Rs. 2,50,000. He chose to revoke the agreement and requested a refund via email on 3 May 2018, exercising his right under Clause 34 of the agreement, which allowed cancellation within 10 days. The company acknowledged the request and assured a refund within 120 days (via email dated 5 May 2018). However, the amount was not refunded, prompting Kaumil Desai to file a complaint.

#### ***Verdict***

The District Commission ruled in favour of the complainant and directed Country Vacation to pay to complainant Rs. 2,46,200 with 8% interest from the date of filing of the complaint within 30 days from the date of the order along with Rs. 3,000 as compensation towards mental harassment and Rs. 2,000 towards cost of litigation.

### **Valorah Suites and Villas ordered to give partial refund and compensation for misleading holiday package (2024-25)**

Valorah Suites and Villas conducted a promotional event in Ahmedabad, to advertise their holiday package. Ms. Kavita Pushkendra Singh Manuwal and Mr. Purhkendra Singh Manuwal availed themselves of the promotional offer, filled and signed the approval form and preliminary membership application, and paid an amount of Rs. 2,50,000. The opponent assured the complainants that further details and the membership receipt would be sent within 48 hours, but this commitment was not fulfilled.

Later, the couple undertook a trip during which they faced significant inconvenience. They were unable to cope with the unexpected changes and conditions imposed by the opponent, which were contrary to what had been promised at the time of availing the offer.

Furthermore, interest-free EMIs—which were offered if payment was made via HDFC card—were not provided. The couple then requested a refund of the membership fee.

CERS filed a complaint on behalf of Ms. Kavita Pushkendra Singh Manuwal and Mr. Purhkendra Singh Manuwal against Valorah Suites, seeking a refund of the amount of Rs. 2,50,000 deposited as a membership fee with the opponent, after deducting Rs. 15,000.

#### ***Verdict***

The District Commission partly allowed the complaint and directed the opponent to refund Rs. 2,35,000 to the complainants, along with interest at the rate of 9% per annum from the date of the complaint until the date of actual payment. Additionally, the Forum awarded compensation of Rs. 5,000 each to the complainants for mental agony and Rs. 5,000 towards the cost of litigation to CERS.

## BANKING

### **Partial Refund Ordered Against Yes Bank for Delay in Home Loan Sanction Causing Booking Cancellation (2023-24)**

Mr. Dhananjay Jayswal had booked a flat in a housing scheme at Ghaziabad in Delhi. The total price of the said flat was Rs.35,58,225. He had paid Rs.9,83,636 at the time of booking of the flat and the remaining amount was to be paid with the stipulated time as given in the contract entered into with the Builder of the aforesaid Housing Scheme. He had applied for a home loan from the Prahlad Nagar branch of Yes Bank for payment of the remaining amount of the price of the said flat to the builder and given all the necessary documents required by the bank. He was given an assurance that his loan application would be processed within 15 days and would be given the letter sanctioning the loan within 22 days from the date of application for loan. Thereafter, he was in constant touch with the bank and he repeatedly requested the bank for quick decision, but the bank neither sanctioned the loan nor did the bank inform the complainant that the loan cannot be given. As per the agreement made with the builder, Mr. Dhananjay Jayswal was to pay the instalments in the specified time, failing which the builder was authorized to cancel the allotment of the flat and refund the money after making specified deduction. At the time of making the loan application Manager of the Bank had taken two cheques, one towards processing fee and second one for legal charges from the complainant. The bank had neither sanctioned nor rejected the application for loan. Because of the delay the builder deducted Rs.3,55,823 from the total amount of Rs.9,83,636 paid by Mr. Dhananjay Jayswal for booking the flat and cancelled the booking and refunded the remaining amount. the complainant filed a complaint for refund of the payment of Rs.3,55,825 booking amount with interest and Rs.7,685 which was charged by the bank towards processing and technical fees.

#### ***Verdict***

District Commission ruled partially in favour of the complainant and directed the Bank to pay Rs.1,77,813 along with 8% interest from the date of filing of the complaint within 30 days along with Rs.10,000 and Rs.5,000 towards mental harassment and cost of litigation.

### **Both SBI and BOI held liable as ATM fails to dispense cash (2024-25)**

Mr. Akhil Paul went to an SBI ATM to withdraw Rs.10,000 from his savings account with Bank of India account. The machine did not release any cash, but the amount was deducted from his BOI account. He complained about this to the authorities of both banks and requested them to return the amount, which was wrongfully deducted from his account. When the banks did not act on his complaints, Mr. Akhil Paul sought legal assistance from CERS and filed a consumer complaint.

#### ***Verdict***

The District Commission ordered BOI and SBI to pay Mr. Akhil Paul Rs.10,000 with 9% interest plus Rs.6000 as compensation for mental harassment and cost of litigation.

## COMPUTER HARDWARE

### **Dell ordered to repair or replace or give refund for the defective tablet (2021-22)**

Mr. Krishna Pandey purchased a Dell Tablet, model “Venue 7 3741” (Service Tag 6QKOX22), from Flipkart for Rs. 6,899. After a few months, the tablet started developing problems, and he got it repaired. However, the issues persisted. Dell offered him a second-hand replacement, which he refused, demanding either a new replacement tablet or a refund of Rs. 6,899. The complainant filed a complaint seeking either replacement or refund.

#### ***Verdict***

The District Commission partly ruled in favour of Mr. Krishna Pandey. It directed the company to repair and replace the defective parts of the tablet within 30 days from the order date. The District Commission further ordered that if the company failed to comply within the stipulated time, it must refund Rs. 6,899 with 7% interest to Mr. Krishna Pandey. Additionally, the District Commission awarded Rs. 2,000 as compensation for mental agony and harassment.

Mr. Krishna Pandey received a total amount of Rs. 11,919 from Dell as per the commission order.

### **Lenovo and Flipkart asked to replace the defective mobile with new warranty (2020-21)**

Mr. Prahlad G. Patel purchased a Lenovo K6 Power mobile phone online via Flipkart Internet Pvt. Ltd. on 11 March 2017. From the very next day, the device exhibited issues—VoLTE and 4G services were non-functional. When he approached Lenovo’s service centre, the issue was not resolved. Later, he discovered that the mobile camera was not working. The service centre informed him that the phone had suffered water damage, which he strongly denied, asserting that the device had neither been dropped nor damaged.

After failed attempts to resolve the issue through Lenovo’s customer support and regional offices, Mr. Prahlad G. Patel, with the support of CERS, filed a complaint against Lenovo India Ltd. and Flipkart Internet Pvt. Ltd.

#### ***Verdict***

The District Commission ruled in favour of the complainant and directed Lenovo and Flipkart to replace the defective mobile with a new unit under warranty within 30 days. If replacement was not possible, the companies were ordered to refund Rs. 10,999, the cost of the mobile, along with 8% interest from the date of complaint till realization. The District Commission also awarded Rs. 3,000 for mental harassment and Rs. 2,000 for litigation costs. Mr. Prahlad G. Patel received a cheque of Rs. 18,390 from the opposite party.

## OTHERS

### **Hotel Grand Bhagwati Ordered to Refund Advance with Interest and Compensation After Function Cancellation (2022-23)**

Mr. Dahyabhai Purshotambhai Patel had booked Hotel Grand Bhagwati in Ahmedabad for hosting a function and paid an advance amount of Rs. 50,000. However, due to certain issues, the function did not proceed as planned, and Mr. Dahyabhai Purshotambhai Patel filed a complaint seeking a refund.

The District Commission (Rural) proceeded ex-parte and ruled in favour of the complainant, directing Hotel Grand Bhagwati to refund Rs. 50,000 with 9% interest. An additional compensation of Rs. 10,000 was also awarded to Mr. Dahyabhai Purshotambhai Patel.

Aggrieved by the order, Hotel Grand Bhagwati filed an appeal before the State Commission.

#### ***Verdict***

The State Commission dismissed the appeal filed by Hotel Grand Bhagwati and upheld the order passed by the District Commission (Rural). It directed the hotel to pay the awarded amount along with costs within 60 days from the date of the order.

### **NMIMS ordered to refund fees for Online MBA Program admission withdrawn by the student (2022-23)**

Ms. Nikeeta Rungta, an Interior Design graduate from CEPT and a Director in a multinational company, sought to enhance her business acumen through an M.B.A. course. After viewing an advertisement by NMIMS Global Access School for Continuing Education (NGASCE), operated by NMIMS Deemed University, she enrolled in their online program. She initially paid Rs. 41,500 as registration fees out of the total course fee of Rs. 4,01,500, which was to be paid via 15 monthly EMIs of Rs. 24,000, with Rs. 96,000 to be paid upfront as advance EMI.

After attending 4–5 weeks of classes, Ms. Nikeeta Rungta found the schedule excessively demanding—requiring 6–7 hours of daily online engagement and testing. The workload began to interfere with her professional and personal life, leading her to withdraw from the course. She requested the cancellation of her admission and a refund of the fees paid. However, the institution refused both cancellation and refund. Aggrieved, she filed a complaint.

#### ***Verdict***

Following the complaint, the District Commission issued notice to the institution. During the proceedings, the opponent paid Ms. Nikeeta Rungta Rs. 4,00,000 as full and final settlement of her total claim of Rs. 4,01,500 along with applicable costs and interest.

## **Civil Hospital Ordered to Pay Rs. 70,000 for Failure to Provide Discharge Summary (2021-22)**

Ms. Laxmiben Chavda, widow and legal heir of Mr. Chavda, approached the Civil Hospital in July 2005, where her husband underwent surgery for the removal of a kidney stone. Unfortunately, the operation left him paraplegic in both lower limbs. He remained hospitalized from 25 February 2006, and later passed away. When the hospital failed to provide the discharge summary, which was critical for seeking further medical care, CERS (Consumer Education and Research Society) filed a complaint before the District Commission in 2008 against the Medical Superintendent and Dr. Shrenik Shah of Civil Hospital.

The District Commission dismissed the case, refusing to accept it as a matter of medical negligence. CERS then filed an appeal before the State Commission, reiterating their claim of negligence. Although the Commission did not acknowledge medical negligence, it did accept that the hospital failed to follow proper protocol by not providing the discharge summary. CERS highlighted that according to guidelines issued by the Medical Council of India, NABH, and NHRC, and observations by the Bombay High Court, hospitals are duty-bound to provide discharge summaries within 72 hours of patient discharge.

### ***Verdict***

The State Commission partly ruled in favour of the complainant and directed the Civil Hospital to pay Rs. 60,000 for not providing the discharge summary in accordance with prevailing rules. An additional Rs. 10,000 was awarded as litigation cost. The hospital was given 60 days to comply with the order dated 20 April 2021. The hospital later visited Ms. Laxmiben Chavda and handed over the total compensation of Rs. 70,000.

## About CERC

Consumer Rights protection and justice for consumers have been the focus of Consumer Education and Research Centre (CERC) since its inception in 1978. CERC is India's only Consumer Rights Organisation that provides 360° services to the consumer in terms of Education, Empowerment and Protection.

A broad range of activities are undertaken in the organization – grievance redressal through mediation and litigation, consumer education and awareness building through various publications and outreach activities, testing and analysis of consumer products in our in-house product testing laboratories, advocacy for laws and regulations that better protect consumers, as well as a number of projects executed in various areas pertinent to consumer protection and empowerment. Promoting environmental awareness, energy conservation and sustainable consumption are also major activity areas in CERC.

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