

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, LUDHIANA.

Complaint No:481 dated 15.10.2019.

Date of decision: 17.11.2023.

Sh. S.K. Garg, R/o.720, Phase-I, Urban Estate, Dugri Road, Ludhiana (Director) M/s. Deeps Tools (P) Ltd.,
Industrial Area-A, Ludhiana.

.....Complainant

Versus

1. Emirates Airlines, Worldmark 1, Second Floor, East Wing Unit 209-210, Aerocity, New Delhi-110037.
2. Emirates Airlines through its CEO & Chairman HH Sheikh Ahmed Bin Saeed Al Maktoum, P.O. Box 686, Dubai United Arab Emirates.
3. Emirates Airlines (Ticket Office) 3, Mittal Chambers, Ground Floor, 228, Nariman Point, Mumbai-400021.
4. Bharti Axa General Insurance Company Limited, 1st Floor, Ferns Icon, Survey No.28, Doddanekundi, Nikundi, Banglore. 560037 through its General Manager.
5. Bharti Axa General Insurance Company Limited, Unit No.5 and 7, 3rd Floor, Kunal Tower, Mall Road, Ludhiana, Punjab. 141001 through its General Manager.

.....Opposite parties

Complaint Under section 12 of the Consumer Protection Act, 1986.**QUORUM:****SH. SANJEEV BATRA, PRESIDENT****MS. MONIKA BHAGAT, MEMBER****COUNSEL FOR THE PARTIES:**

For complainant : Sh. Ankur Ghai, Advocate.

For OP1 to OP3 : Sh. Rohit Vashisht, Advocate.

For OP4 and OP5 : Sh. Rajeev Abhi, Advocate.

ORDER**PER SANJEEV BATRA, PRESIDENT**

1. Shorn of unnecessary details, the facts of the case are that the complainant is doing business of manufacturing and export of Hand Tools etc. at his factory at Industrial Area-A, Ludhiana for last several decades and the complainant had to travel abroad for business tours. The complainant stated he was to visit USA for which he approached OP4 and OP5 and took overseas travel insurance vide certificate No.SX1164118 w.e.f. 06.05.2018 to 13.05.2018 in order to indemnify the losses for emergency medical expenses, delay in baggage, loss of checked baggage etc. The complainant visited USA during this period and on his return he took his flight from Las Vegas to Delhi vide ticket No.1765316361037-038, detail of the same is reproduced as under:-

1. *Alaska Air Lines flight 605 dated 11.05.2018 from Las Vegas to Seattle.*

2. *Emirates Air Lines Flight No.EK230 dated 11.05.2018 Seattle to Dubai.*
3. *Emirates Air Lines Fight No.EK512 dated 12.05.2018 Dubai for Delhi.*

The complainant further stated that his baggage including two bags containing apparels, shoes, currency Indian and U.S. Dollars, wrench set, mobile were loaded on board at Las Vegas and then at Dubai for Delhi but on reaching Delhi Airport one bag was not found on luggage belt/conveyor belt. The complainant immediately intimated the OP Emirates Airport Authorities at Indra Gandhi International Airport about non-receipt of one bag and he duly filled the baggage inventory form along with details of bag, complete description of baggage and items in the bag. However, the bag was not delivered by OP Airlines at destination Delhi which contained six shirts, six pants, one pair of shoes, Indian Currency worth Rs.2500/-, currency in US Dollars 1900 @ Rs.67/- = Rs.1,27,300/-, wrench set valuing (29.50 USD x 2 @ Rs.67/- = Rs.3923/-) and also mobile Airtel sim card valuing Rs.230/-, bag colour mark valued Rs.5000/-, shaving kit of Rs.1000/-. Thus total value of goods in the bag was Rs.1,64,453/- which were duly insured with the Insurance company. The report lodged by the complainant was entered vide AHDEEK50301. The OP vide Email dated 14.05.2018 asked the complainant to send the baggage inventory form with details of mishandled baggage along with documents sent by Emirates Baggage Service, which was duly complied by the complainant and he also send scanned copy of passbook on 15.05.2018. According to the complainant no reply was received from the OP. However, ultimately a vague reply through Gmail was received on 04.06.2018 alleging that "this is Single Sector Fight and al the bags from this container were off loaded at the baggage carousel at Delhi Airport." The complainant further stated that the OP Airline has not taken proper care and negligent for handing his baggage which they were bound to deliver to the complainant. The OPs were bound till the baggage is delivered to the rightful owner but they attempted to escape from their liability by asking the complainant to provide evidence of the items listed in the baggage, which they were informed by filling inventory form. Even the complainant sent price/purchase bill of US Dollars from Supreme Securities Limited. The complainant further stated that the OPs are negligent and deficient in providing services. The complainant sent legal notice dated 06.06.2019 upon the OP airlines but to no avail. The OPs falsely claimed that the travel was governed by Emirates terms and conditions of carriage for passengers and baggage (the condition of carriage) and that it was the governing contract between the passengers and Emirates. The OPs wrongly relied upon some clause 8.3.3 to the effect of denying claim of the expensive item and cash in the baggage duly checked in and further wrongly claimed that the instructions are displayed at Airports. According to the complainant, no such terms were conveyed to him nor he signed the same. Even on one hand the OPs rejected the claim and on the other hand offered to sanction the claim to the tune of Rs.34,653/-. In the end, the complainant has prayed that the OPs be directed to make payment of Rs.2,64,453/- including compensation besides litigation expenses of Rs.20,000/-.

2. Upon notice, OP1 to OP3 filed joint written statement and assailed the complaint by taking preliminary objections on the ground of maintainability of complaint; lack of jurisdiction and lack of cause of action etc. OP1 to OP3 stated that the complainant had travelled from Seattle to Delhi via Dubai on their connecting flights and loaded the baggage onto the flights at Seattle to Dubai. All baggages contained in the container, including the allegedly missing baggage were offloaded onto the conveyor belt at the Delhi airport. According to OP1 to OP3, no liability can be fastened upon them towards any missing baggage. OP1 to OP3 further stated that upon receipt of a Baggage Inventory Form from the complainant for the alleged missing baggage, they immediately conducted thorough investigations in order to ascertain any mishandling of the baggage. The investigations revealed that the alleged missing baggage was loaded onto the flights taken by the complainant from Seattle to Dubai and from Dubai to Delhi. It was further revealed that all baggages contained in the container, including the allegedly missing baggage were offloaded onto the conveyor belt at the Delhi airport. Hence, no case of mishandling of the baggage on their part was found. The complainant was promptly informed about the outcome of the investigations vide an e-mail dated 04.06.2016. OP1 to OP3 further averred that despite the aforesaid position, as to no case of mishandling having been found, they sought proof of the contents of the baggage as set out in the Baggage Inventory Form with intention of compensating the complainant up to the limited liability as prescribed under the Carriage by Air Act, 1972, which was in any event subject to the complainant furnishing proof of loss. The complainant, however, failed to share any proof of loss with them. Further according to OP1 to OP3, the travel of a passenger with them is governed by the Emirates Terms and Conditions of Carriage Passengers and Baggage ("the conditions of carriage") which is a governing contract between a passenger and OP1 to OP3. Similarly, the travel of the Complainant was governed by the conditions of carriage which are readily available on the website of the OP1 to OP3 and the complainant being a frequent flier, is well versed with the conditions of carriage. It is

respectfully submitted that it is not only a matter of common sense but also one of the important terms of carriage that the passengers are prohibited from carrying valuables and currencies in their checked in baggage. In any event it is denied that the Complainant had carried the currencies as alleged. It is submitted that the Complainant, being a frequent flier would be well versed with the conditions of carriage and instructions in this regard also being displayed in prominent places at the airports. In this regard it is pertinent to point out Clause 8.3.3 of the conditions of carriage which prohibits a passenger from carrying valuables and currencies in the checked in baggage which reads as under:-

"8.3.3 You must not include in Checked Baggage fragile or perishable items, valuable items (including, for example, money, jewellery, precious metals), computers, personal electronic devices, stored data, any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged, house or car keys, valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples."

Even in the present complaint, the complainant has alleged that his checked in baggage contained USD 1900 and Rs 2500 in cash. Hence by virtue of Clause 8.3.3 of the conditions of carriage, the complainant precluded from bringing any claim and is not entitled for any compensation in this regard. Furthermore, it is a settled law that if such conditions of carriage are not followed by a passenger, such passenger cannot claim compensation for the loss of costly items kept in the checked in baggage. Moreover, the liability of a carrier, by virtue of Montreal Convention and Section 22(1) of the Second Schedule of the Carriage by Air Act, 1972 the liability of OP1 to OP3 is limited.

On merits, OP1 to OP3 reiterated the crux of averments made in the preliminary objections and facts of the case. However, OP1 to OP3 admitted that 2 baggages of the complainant were loaded from Seattle to Dubai in flight No.EK230 on 11.05.2018 and from Dubai to Delhi in flight NO.EK512 on 12.05.2018. The entire container in which the baggages of the complainant were loaded had been received at Delhi and offloaded onto the conveyor belt at the Delhi Airport which was a single sector flight and there was no occasion for loss or misplacement of baggage. However, the complainant never submitted regarding presence of mobile in his baggage in baggage inventory form or legal notice and has first time raised such claim in the present complaint. Even the complainant submitted Baggage Inventory Form after a lapse of two days. However, they could not consider the major part of the claim of Rs.1,28,800/- related to cash, which the complainant was prohibited from carrying in the checked in baggage. OP1 to OP3 have denied that there is any deficiency of service and have also prayed for dismissal of the complaint.

3. Opposite party No.3 and 4 filed separate written statement and assailed the complaint by taking preliminary objections on the ground of being barred under Section 26 of the Consumer Protection Act; maintainability of complaint; lack of jurisdiction; lack of cause of action; the complainant being estopped from filing the present complaint etc. OP4 and OP5 stated that since the insurance policy obtained by the complainant does not cover partial checked in baggage and also do not cover the valuables Indian and foreign currency and other things mentioned in the exclusion clause of the policy. OP4 and OP5 vide its email dated 04.07.2018 followed with the reminder dated 28.07.2018 and 03.10.2018 had called upon the insured to submit the following documents:-

- *Confirmation from the airlines with regard to the baggage loss.*
- *Confirmation from the airlines with regard to compensation.*
- *Invoice and receipt of shirts/T-shirts and pants*
- *Copy of the cheque*

The complainant had failed to submit the aforesaid documents till date which are material documents required for processing of the claim and as such, for want of the above said documents the claim file of the complainant could not be processed on merits i.e. as to whether the claim is payable or is liable to be repudiated as per terms and conditions of the policy. OP4 and OP5 further stated that immediately on receipt of the claim, it was duly registered, entertained and processed. The complainant has obtained the Overseas Travel Insurance policy under the Group Travel Insurance Policy No. 12345440 dated 11.07.2017 issued at Mumbai by OP4 to the Master Policy holder Karvat Cover More Assist Pvt. Ltd. and governed by the terms, conditions and exclusions therein contained or otherwise expressed in the said policy but not exceeding the sum insured as specified in the schedule and the certificate of insurance No. SX1164118 is issued under the

said policy in favor of Surinder Kumar Garg valid from 06.05.2018 to 13.05.2018 for 8 days as per the risk detailed in the policy including. As per the said certificate it is clearly written that *"the coverage provided under this policy is subject to terms and conditions"*. It is further stated in the said certificate that *"For detailed terms & conditions of your Travel Insurance Policy kindly Click here or past the link <https://www.bharti-axagi.co.in/sites/default/files/downloadcenter/Revised%205mart%20Traveller%20Insurance%20Poicy%29%200.pdf> on your browser. UIN: BHATGOP18008V011718"*. Moreover, the insurance policy is a contract in itself and the parties are bound by the terms and conditions of the policy. It is one of the conditions under the policy under section X total loss of checked-in baggage that *"Coverage The company shall pay the compensation to the insured/insured person for the total and complete loss of checked-in baggage caused by a common carrier on a trip covered under this policy, up to the limits specified in the policy schedule. The cover is limited to the travel destinations specified in the main travel ticket from the Republic of India, declared at the time of purchase of this policy, the return trip back to India along with all halts and via destinations included in the travel ticket. In the event of such a total and complete loss of checked-in baggage whilst in the custody of the Common Carrier, a Property Irregularity Report (PIR) must be obtained from the Common Carrier immediately upon discovery of the loss which must be submitted along with the claim. The deductible in respect of this benefit will be applicable for each and every claim separately and shall be of an amount as specified in the policy schedule."*

"Special Conditions"

1) The company will compensate the insured/insured person for the market value of the checked-in baggage in the event of total and complete loss of such checked-in baggage caused by a common carrier upto the limits specified in the policy schedule provided that:-

a) Maximum amount payable per checked-in baggage, in case more than one bag has been checked-in, is 50% of the applicable sum insured. In case of any one bag being checked-in, the amount payable is 100% of the applicable sum insured.

b) Insured/insured person has provided all the documents, reports and other details concerning the loss.

c) For the purpose of this benefit, "market value" refers to the sum required to purchase new items of the same kind and quality (which are lost) less an amount representing wear and tear, usage etc. at the time of loss.

2) If the company makes any payment under this benefit, it is a condition that any recovery from any common carrier by the insured/insured person under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the company.

3) The amount payable in respect of any one article, pair or set is limited to the amount as specified in the Policy Schedule.

4) No partial loss or damage shall become payable. However, total loss or damage of individual unit(s) of baggage shall not be construed as falling within this Special Condition.

5) In the event that claims are submitted for total loss of checked-in baggage as well as temporary delay of checked- in baggage, the higher of the claims shall be payable by the company in respect of the same item(s) of checked-in baggage during any one period of insurance.

Exclusion:

The company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the insured/insured person for:-

1) Valuables and money, all kind of securities and tickets/passes or any other item not declared to and agreed to by the company.

- 2) *Loss of property unless a Property Irregularity Report or other report usually issued by common carriers in the event of loss of checked-in baggage has been procured and submitted to the company.*
- 3) *Any partial loss of the items contained within the checked- in-baggage.*
- 4) *Items contained within the checked-in baggage, which are valued in excess of US100 without appropriate proof of ownership.*
- 5) *Losses arising from any delay, detention, confiscation by the customs officials or other public authorities.*
- 6) *Any checked-in baggage loss in the Republic of India.*
- 7) *Any exclusion mentioned in the "General Exclusions" section of this policy."*

OP4 and OP5 further stated that the complainant has lodged the claim for loss of checked-in baggage as per policy having been lost during his return journey to India on 11.05.2018 regarding which he had sent the PIR report and baggage entry which states that out of two baggage one bag was missing. The insured has also lodged the claim as per the lost item list submitted by the insured along with the documents submitted during the lodging and processing of the claim. From the list it transpired that the claim is lodged for the alleged loss of Indian as well as USD dollars which are not covered under the policy and falls under the exclusion clause of the policy. Moreover, as per insurance policy, total checked-in baggage is covered and not the partial loss. After the receipt of the claim documents and after scrutinizing the same in terms of the insurance policy and after due application of mind by the officials of the opposite party, the complainant was called by them vide Email dated 04.07.2018 followed with the reminder dated 28.07.2018 and 03.10.2018 to submit the documents, which the complainant had failed to submit till date. The documents sought for were material documents required for processing of the claim. For want of the above said documents the claim file of the complainant could not be processed on merits i.e. as to whether the claim is payable or is liable to be repudiated as per terms and conditions of the policy.

On merits, OP4 and OP5 reiterated the crux of averments made in the preliminary objections and facts of the case. OP4 and OP5 have denied that there is any deficiency of service and have also prayed for dismissal of the complaint.

4. In support of his claim, the complainant tendered his affidavit Ex. CA in which he reiterated the allegations and the claim of compensation as stated in the complaint. The complainant also tendered documents Ex. C1 is the copy of insurance policy, Ex. C2 is the copy of air ticket, Ex. C3 is the copy of Baggage Inventory Form, Ex. C4 is the copy of Email dated 04.06.2018, Ex. C5 is the copy of Email dated 11.06.2018, Ex. C6 is the copy of Email dated 21.06.2018, Ex. C7 is the copy of Email dated 02.07.2018, Ex. C8 to Ex. C10 are the copies of invoices, Ex. C11 is the copy of Email dated 15.10.2018, Ex. C12 is the copy of Email dated 30.07.2018, Ex. C13 is the copy of letter written by the complainant, Ex. C14 is the copy of claim form, Ex. C15 is the copy of invoice dated 04.05.2018 of Supreme Securities Limited, Ex. C16 is the copy of legal notice dated 06.06.2019, Ex. C17 is the copy of reply dated 16.08.2019 to legal notice and closed the evidence.

5. On the other hand, counsel for OP1 to OP3 tendered affidavit Ex. RA1 of Sh. Mohammad Sarhan of OP1 to OP3 office at Delhi along with documents Ex. OPW-1/1 is the copy of power of attorney, Ex. OPW-1/2 is the copy of Email dated 04.06.2018, Ex. OPW-1/3 is the copy of Emails dated 15.06.2018 and 21.06.2018, Ex. OPW-1/4 is the copy of conditions of carriage, Ex. OPW-1/5 is the copy of reply dated 16.08.2019 to the legal notice and closed the evidence.

The counsel for OP4 and OP5 tendered affidavit Ex. RA of Sh. Rishi Kant, Manager (Legal) of OP4 and OP5 along with documents Ex. R1 is the copy of insurance policy, Ex. R2 is the copy of policy wordings, Ex. R3 is the copy of letter written by the complainant, Ex. R4 is the copy of description of contents, Ex. R5 is the copy of claim submission form, Ex. R6 is the copy of claim form, Ex. R7 is the copy of Baggage Inventory Form, Ex. R8 is the copy of invoice dated 04.05.2018 of Supreme Securities Limited, Ex. R9 and Ex. R10 is the copy of Property Irregularity Report, Ex. R11 is the copy of air ticket, Ex. R12 is the copy of passport, Ex. R13 is the copy of Email dated 03.10.2018 and closed the evidence.

6. We have heard the arguments of the counsel for the parties and also gone through the complaint, affidavit and annexed documents and written statements along with documents produced on record by both the parties.

7. It is an admitted fact that two bags claiming belongings of the complainant were loaded on board at Las Vegas and then at Dubai for Delhi but on reaching Delhi Airport one bag was not found on luggage belt/conveyor belt. The complainant intimated Emirates Airport Authorities at Indira Gandhi International Airport by duly filling the Baggage Inventory Form along with details of bag, complete description of baggage and items in the bag. However, the bag was not delivered by OP Airlines at destination Delhi containing total value of goods in the bag worth Rs.1,64,453/- which were duly insured with the Insurance company i.e. OP3 and OP4 vide Overseas Travel Insurance policy Ex. C1. Further it has not been disputed by OP1 to OP3 in the written statement that all baggages contained in the container, including the allegedly missing baggage were offloaded onto the conveyor belt at the Delhi airport and as such, no liability can be fastened upon them towards any missing baggage. It has been further admitted by OP1 to OP3 that upon receipt of a Baggage Inventory Form Ex. C3 = Ex. R7 from the complainant for the alleged missing baggage, they immediately conducted thorough investigations in order to ascertain any mishandling of the baggage and the investigations revealed that the alleged missing baggage was loaded onto the flights taken by the complainant from Seattle to Dubai and from Dubai to Delhi. So according to the OPs, no case of mishandling of the baggage on their part was found. However, OP1 to OP3 have not placed on record any conveyor belt report/inventory in order to prove the fact that the baggage of the complainant was not missing and delivered to the complainant in intact condition. The factum of offloading the container on conveyer belt was specially within the knowledge of OP1 to OP3 and they were legally bound to discharge the burden but they have failed to do so.

8. It is evident that the luggage of the complainant was lost during transit and it was never delivered to the complainant after his arrival at Indira Gandhi Airport, New Delhi. OP1 to OP3 have claimed that they could not consider the major part of the claim of Rs.1,28,000/- related to cash which the complainant was prohibited from carrying in the checked-in baggage as per Clause 8.3.3 of the Conditions of the Carriage and their liability is limited as per Montreal Convention and Section 22(1) of the Second Schedule of the Carriage by Air Act, 1972. However, in a case titled as **Emirates Vs Dr. Rakesh Chopra III (2013) CPJ 500 (NC)** whereby it has been held by the Hon'ble National Consumer Disputes Redressal Commission, New Delhi that the airlines cannot seek to settle the consumer grievance regarding loss of baggage in terms of notional monetary loss suffered as per Carriage by Air Act, 1972. It was further held in this very case that the provisions of Consumer Protection Act, 1986 gives the consumer an additional remedy besides those that may be available under other existing laws and the consumer can be held entitled for compensation as per provisions of Consumer Protection Act in addition and beyond the liability provided as per provisions of Carriage by Air Act, 1972.

9. Further reference can be made to **Lufthansa German Airlines Vs Rajeev Vederah in II(2023) CPJ 100 (Del.)** whereby the Hon'ble Delhi State Consumer Disputes Redressal Commission, New Delhi has held that *when Respondent/Complainant from Frankfurt to London, all his 7 baggages were missing out of which 6 baggages were traced and delivered to Respondent on different dates 7th baggage was retrieved and delivered to Respondent after month from date of arrival at London Airport Clear that Appellant was negligent in handling baggages of Respondent - Airline is entrusted with safe custody and delivery of passenger's luggage - Appellant failed to perform its duties and obligations towards Respondent - Paying two cheques of Rs. 61,875 each to Respondent does not absolve Appellant airlines of its responsibility of safe keeping of passenger's belongings during travel where passengers are not allowed to keep their belongings in their own custody - Negligence, insensitivity and passivity displayed by airlines staff towards unfortunate passengers cannot be condoned in any manner whatsoever Custodian of goods cannot be allowed to exempt/from accountability towards goods Due to mishandling of baggages of Respondent, Respondent had to suffer from mental harassment Appellant has committed serious deficiency in service while mishandling baggages of Respondent Impugned order of District Commission, upheld.* Taking into consideration the law laid down in afore cited cases and having referred to the facts and circumstances of the present case, in our considered view, there is deficiency of service on the part of OP1 to OP3 and it would be just and appropriate if OP1 to OP3 are made to pay a composite compensation of Rs.25,000/- to the complainant.

10. As discussed above, the complainant obtained Overseas Travel Insurance policy Ex. C1 from OP3 and OP4 and in order to settle the claim of the complainant regarding loss of luggage, OP4 and OP5

requisitioned certain documents from the complainant vide email dated 04.07.2018 followed with reminder dated 28.07.2018 and 03.10.2018 Ex. R13 vide which the complainant was asked to submit documents, which are reproduced as under:-

- *Confirmation from the airlines with regard to the baggage loss.*
- *Confirmation from the airlines with regard to compensation.*
- *Invoice and receipt of shirts/T-shirts and pants*
- *Copy of the cheque*

However, due to non-submission of documents by the complainant with the OP4 and OP5 despite sending Emails dated 04.07.2018, 28.07.2018 and 03.10.2018 Ex. R13, OP4 and OP5 could not process the claim on merits. The Insurance companies do despite their officers/agent for procurement of business at the doorsteps of person(s) to be insured but at the time of settling the claims, the company's officials or TPAs render little assistance to the policy holder. The insurance companies are required to be more liberal in their approach without being too technical.

11. In this regard, reference can be made to **2022(2) Apex Court Judgment 281 (SC) in case title Gurmel Singh Vs Branch Manager National Insurance Company Ltd.** *whereby it has been held by the Hon'ble Supreme Court of India that the insurance company has become too technical while settling the claim and has acted arbitrarily. The appellant has been asked to furnish the documents which were beyond the control of the appellant to procure and furnish. Once, there was a valid insurance on payment of huge sum by way of premium and the Truck was stolen, the insurance company ought not to have become too technical and ought not to have refused to settle the claim on nonsubmission of the duplicate certified copy of certificate of registration, which the appellant could not produce due to the circumstances beyond his control. In many cases, it is found that the insurance companies are refusing the claim on flimsy grounds and/or technical grounds. While settling the claims, the insurance company should not be too technical and ask for the documents, which the insured is not in a position to produce due to circumstances beyond his control.* This Commission has already opined to pass an order by awarding a composite costs of Rs.25,000/- to the complainant. In the given set of circumstances, it would be just and appropriate if the complainant is directed to submit the above said documents as per Emails dated 04.07.2018, 28.07.2018 and 03.10.2018 Ex. R13 to opposite parties No.4 and 5 within 15 days from the date of receipt of copy of order and thereafter, the opposite parties No.4 and 5 shall consider and reimburse claim of the complainant as per terms and conditions of the policy within 30 days from the date of receipt of documents from the complainant.

12. As a result of above discussion, the complaint is partly allowed with an order that OP1 to OP3 shall pay a composite compensation of Rs.25,000/- to the complainant within 30 days from the date of receipt of copy of order, failing which OP1 to OP3 shall pay interest @8% per annum from the date of filing of complaint till its actual payment. Further the complainant is directed to submit the documents as per Emails dated 04.07.2018, 28.07.2018 and 03.10.2018 Ex. R13 to opposite parties No.4 and 5 within 15 days from the date of receipt of copy of order and thereafter, the opposite parties No.4 and 5 shall consider and reimburse the claim of the complainant as per terms and conditions of the policy within 30 days from the date of receipt of documents from the complainant. Copies of the order be supplied to the parties free of costs as per rules. File be indexed and consigned to record room.

13. Due to huge pendency of cases, the complaint could not be decided within statutory period.

(Monika Bhagat)

(Sanjeev Batra)

Member

President

Announced in Open Commission.

Dated:17.11.2023.

Gobind Ram.