

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
EAST DELHI
CONSUMER COMPLAINT NO. DC/78/CC/25/2024**

ANURADHA NARANG

PRESENT ADDRESS - R/O Y-14, NAVEEN SHAHDARA, SHAHDARA, DELHI-32EAST, DELHI.
.....Complainant(s)

Versus

STAR HEALTH AND ALLIED INS. CO. LTD.

PRESENT ADDRESS - NEW TANK STREET VALLUVARKOTTAM HIGH ROAD,
NUNGAMBAKKAM, CHENNAI-600034EAST, DELHI.

.....Opposite Party(s)

BEFORE:

**SUKHVIR SINGH MALHOTRA , PRESIDENT
RAVI KUMAR , MEMBER**

FOR THE COMPLAINANT:

KUNAL NARANG (Advocate)

FOR THE OPPOSITE PARTY:

SH. MANOJ KUMAR COUNSEL FOR OP

DATED: 17/02/2026

ORDER

Case No. : 25/2024

Date : 17.02.2026

Present : Sh. Kunal Narang counsel for complainant

Sh. Manoj Kumar Counsel for OP

By separate order the Commission passed the following order:

- OP is directed to pay Rs.1,81,849/- to the complainant along with interest @9% p.a. from the date of filing the complaint along with compensation of Rs.20,000/- towards mental agony and harassment and litigation cost of Rs.12,500/-.

This order shall be complied within 30 days from the date of receipt of the judgment failing which OP shall

pay an interest @ 12% p.a. on the entire amount from the date of filing the complaint till the date of realization.

Copy of the order be supplied / sent to the parties free of cost as per rules.

File be consigned to Record Room.

Announced on 17.02.2026.

(Ravi Kumar)

(S.S. Malhotra)

Member

President

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION (EAST)

GOVT. OF NCT OF DELHI

CONVENIENT SHOPPING CENTRE, FIRST FLOOR,

SAINI ENCLAVE, DELHI – 110 092

C.C. No. 25/2024

ANURADHA NARANG

W/O SHRI DEEPAK NARANG

R/O H.NO. Y-14, NAVEEN SHAHDARA,

NEAR BANKE BIHARI MANDIR,

SHAHADARA, DELHI-110032

....Complainant

Versus

STAR HEALTH AND ALLIED INSURANCE CO. LTD.

THROUGH ITS MANAGING DIRECTOR,

NO.1, NEW TANK STREET,

VALLUVARKOTTAM HIGH ROAD,

NUNGAMBAKKAM, CHENNAI - 600034

.....OP

Date of Institution : 23.01.2024

Judgment Reserved on : 19.01.2026

Judgment Passed on : 17.02.2026

QUORUM:

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Sh. S.S. Malhotra (President)

Sh. Ravi Kumar (Member)

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Judgment By: Shri S.S. Malhotra (President)

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JUDGMENT

By this judgment the Commission would dispose off the present complaint filed by the Complainant against OP alleging deficiency in service in not reimbursing the medical bill against a valid mediclaim policy.

1. Brief facts as stated by the complainant in the complaint are that the complainant purchased a Policy from OP which was valid from 19.01.2023 to 18.01.2024 however the complainant's daughter visited Sir Ganga Ram Hospital on 18.02.2023 as her daughter Ms. Vrinda Narang was suffering from severe pain in stomach which led to continuous vomiting and dehydration and as such she was admitted on same day and this fact was informed to the OP and OP even had given initial approval vide their claim No.CIR/2023/16113/153026 however on the date of discharge i.e. 25.02.2023 the OP denied the cashless claim alleging that complainant was suffering from Hiatus/Hernia / Duodenitis / Haemorrhoids which falls within the exclusion of two years from the date of Policy. The complainant then responded to the query of the OP, with the doctor's certificate /letter, that the patient /daughter, of the complainant has not received any treatment of above mentioned diseases rather she only received the treatment of Acute Gastroenteritis which has nothing to do with the above mentioned diseases. After submitting the reply, the OP again rejected the claim and it was reiterated to the OP that complainant was not concealing any material fact from the purview of the OP but OP did not provide sufficient services which has led to suffer mentally as well as pecuniary. The complainant then sent a legal notice to OP for reimbursing Rs.1,82,000/- vide legal notice dated 02.03.2023 of which reply was sent on 07.03.2023 but the said notice was not complied with and as such complainant has filed the present complaint case with the prayer that OP be directed to pay Rs.1,82,000/- with interest @ 24% p.a. from the date of payment along with compensation of Rs.20,00,000/- and litigation cost of Rs.51,000/-.
2. The copy of the Policy, copy of legal notice, Rejection Letter, letter issued by Doctor Anil Arora of Sir Ganga Ram Hospital clarifying that the patient was admitted in the Hospital and had Acute Severe enteritis and which illness has no relation with Hiatus Hernia or duodenitis, Hemorrhoids are small and has no relation with this treatment, Discharge letter and copy of the Bill are all attached.

3. The OP has filed reply taking preliminary objection that complaint case is liable to be dismissed on various grounds inter alia that complainant has concealed the material facts from the purview of the Commission and such ailments were never disclosed by the complainant, however the complainant had the Policy with the OP for IDV of Rs.7.5 Lacs which was initially valid from 20.01.2022 to 19.01.2023 and then from 20.01.2023 to 19.01.2024 is not denied. It is further submitted that the Insurance Policy is always subject to certain conditions /clauses warranty exclusions and in this matter after understanding the terms and conditions, the proposal form was filled up by complainant and the Policy was issued by OP. The complainant's child Ms. Vrinda Narang was admitted in hospital on 18.02.2023 for which cashless request was received and it was provisionally approved as the initial provisional diagnose was Acute Gastroenteritis however on the basis of submitting documents, the same was denied on account of the report received w.r.t. the diagnosis of Hiatus/Hernia / Duodenitis / Haemorrhoids and these illness falls within the exclusion clause and these ailments are not covered within first two years from the date of inception of Policy and since this was diagnosed in the Hospital the request for enhancement of the cashless treatment as well as original treatment, was rejected and same was communicated. It is further submitted that after rejection of cashless treatment complainant is at liberty to file reimbursement which was done and as per the Discharge Summary of Sir Ganga Ram Hospital dated 25.02.2023 the insured was finally diagnosed form Acute Gastroenteritis along with small Haemorrhoids and as per Colonoscopy report dated 21.02.2023, the diagnosis showed small Haemorrhoids and as per UGI Endoscopy Report dated 18.02.2023 the findings showed Hiatus Hernia present and therefore the claim of the complainant was rejected. Various other facts w.r.t. judgments and settled law are also mentioned but ultimately it is submitted that since the complainant was diagnosed with Hiatus/Hernia / Duodenitis / Haemorrhoids, Acute Gastroenteritis which falls within the exclusion clause of first two years from the date of Policy and as such the claim was denied.

4. Complainant has filed Rejoinder their by denying the contents of the written statement and particularly mentioning that although the patient was diagnosed with small Hiatus/Hernia / Duodenitis / Haemorrhoids but this was not the ailment for which the patient was suffering at the time of admission nor even a single medicine of procedure had been done for this particular disease which can be verified from the details of the treatment, the medicines prescribed and the discharge summary as given by the Hospital. It is further submitted that these illness as are being taken by the OP alleging exclusion clause from two years from the date of first inception of the Policy cannot be applied by the OP as the insured / patient was never treated for these ailments and since the patient was not treated for these ailment this defense was not available to the OP.
5. Complainant has filed her own evidence whereas OP has filed evidence by way of affidavit of Sh. Sumit Kumar Sharma, Sr. Manager of OP and both the parties relied upon their respective documents and pleadings.
6. The Commission has heard the arguments and perused the record.
7. The fact that Hiatus/Hernia / Duodenitis / Haemorrhoids does fall within the exclusion clause of the Policy is not disputed but the fact is as to for what ailment the insured was admitted and what treatment was given by the Doctor in the Hospital is material fact. By going through the contents of the discharge summary and particularly after going through the letter written by Doctor Anil Arora of Sir Ganga Ram Hospital who has confirmed that although the patient has been diagnosed with these ailments yet these ailments has nothing to do with the treatment of the patient and patient has only been treated w.r.t. Acute Gastroentitis and related problem, it stands clear that the daughter of the complainant was not treated with such ailment, which ailment's treatment is enclosed. The OP has not been able to show as to how the clause w.r.t. ailment which is not treated and for which no reimbursement is being sought is being invoked by OP. Admittedly that patient has not been admitted with those ailments which are specifically

excluded in terms of the exclusion clause of the Policy and there is neither any specific reply by the OP nor the said issue has been dealt with by the OP in its written statement / evidence. Further once there is a certificate issued by the treating Doctor that complainant has not been treated for such ailments which has been diagnosed in the process of diagnosis and to rebut such opinion of the treating doctor the OP was supposed to bring an evidence of equally competent Doctor of same stream so as to rebut that opinion of an expert /treating doctor which has not been done by the OP. Therefore OP has failed to prove that the treatment as given to the complainant w.r.t. ailment of Acute Gastroenteritis was covered within the exclusion clause or that patient has suffered those ailments as are mentioned in the exclusion clause. The complainant on the other hand by proving the certificate issued by the Doctor Anil Arora as well as by relying upon the discharge summary has been able to prove that the patient was not given treatment of such ailments which are specifically excluded and therefore non-disbursing of the amount by the OP towards the ailment which were duly covered in the Policy amounts to deficiency in service by the OP. Accordingly the Commission hereby orders as follows:

- OP is directed to pay Rs.1,81,849/- to the complainant along with interest @9% p.a. from the date of filing the complaint along with compensation of Rs.20,000/- towards mental agony and harassment and litigation cost of Rs.12,500/-.

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MEMBER