IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL COMMISSION

Date of Institution: 22.09.2023
Date of Hearing: 07.08.2024
Date of Decision: 18.11.2024

FIRST APPEAL NO.- 492/2023

IN THE MATTER OF

UNITED INDIA INSURANCE CO. LTD.,
DELHI RELIGION OFFICE NO-1,
KANCHANJUNGA BUILDING, 8th FLOOR,
BARAKHAMBA ROAD,
NEW DELHI – 110001.

(Through: Mr. Sanjay Kumar Chhetry, Advocate)

…Appellant

VERSUS

1. **MR. DEVMANI BANSAL,**
S/O TRILOK CHANDRA BANSAL,
R/O, B-4/109, GROUND FLOOR,
SAFDARJUNG ENCLAVE, NEW DELHI-110029.

(Through: Pratyus Sarangi, Advocate)

2. **SUPREME COURT BAR ASSOCIATION**,
HON'BLE SUPREME COURT OF INDIA,
TILAK MARG, DELHI – 110001.

…Respondents

CORAM:
HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)
HON'BLE MS. PINKI, MEMBER (JUDICIAL)

Present: Mr. Sanjay Kumar Chhetry, counsel for the Appellant appeared on VC.
Mr. Pratyus Sarangi, counsel for the Respondent no. 1.
None for the Respondent No. 2.

PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL, PRESIDENT

JUDGMENT

1. The facts of the case as per the District Commission record are as under:

> *"1…the Complainant is a member of SCBA/Opposite Party No.2 being enrolled as vide Membership No. B-150. Opposite Party No.1 issued a Group Medical Insurance Policy towards the medical cover of the members of Opposite Party No. 2 and their family members, valid from 16.03.2017 to 15.03.2018. Accordingly, Opposite Party No.1 issued a Policy bearing No. 0426002816P118463670 in the name of Opposite Party No.2 for the coverage of its enrolled members alongwith their families upon payment of premium by the concerned member. The policy cover commenced from 16.03.2017 till 15.03.2018.*
>
> *2. The luring attractive feature of the policy is insurance coverage towards all Pre-Existing diseases of insured and their family members without any waiting period. The Complainant paid a sum of Rs 24,150/- and opted for the policy with the sum Insured of Rs.10,00,000/- for the hospitalization cover for himself, his father, mother, wife and son. Copy of the policy provided by Opposite Party No.2 alongwith its terms and conditions has been annexed as Annexure C-1 (Colly) with the complaint. It has further been stated by the complainant that in the month of February 2017, he had consulted the doctor for gall bladder removal surgery as well as for bariatric surgery of his father. Thereafter, the patient (Sh. Trilok Chandra Bansal) consulted Dr. Dinesh*

Khullar at Max Hospital, Saket, New Delhi for routine check-up. In the month of May 2017, patient (Sh. Trilok Chandra Bansal) also consulted Dr. Pradeep Chowbey, who after thorough check up and after looking to the medical conditions, (especially, the patient was suffering from various chronic diseases (which are life threatening) and BMI coupled with Morbid Obesity with Cholelihlasis) advised him to undergo with Laparoscopic Roux-en-Y Gastric By-pass with Cholecystectomy. Copy of the prescription of Dr. Pradeep Chowbey has been annexed as Annexure C-6 with the complaint. Dr. Chowbey also advised the patient that both the surgeries can be performed in one go. However, on account of Patient history of Heart By-Pass surgery, Doctor advised to procure certificate from Cardiologist to the effect that patient is fit for performing surgeries.

3. Accordingly, the patient also consulted Dr. Roopa Salwan, Cardiologist at Max Hospital, Saket, New Delhi, who after detailed check-up and investigations, issued certificate, thereby certifying that the patient can undergo the surgeries suggested by Dr. Chowbey. Copy of the prescription alongwith certificate has also been annexed as Annexure C-7 to the complaint. After procuring the certificate from cardiologist and Nephrologist, Complainant applied documents for approval of cashless claim on 06.05.2017 through Max Hospital, Saket. However, the TPA of Opposite Party No.1, namely Vipul Medcorp Insurance TPA Private Limited (hereinafter referred to as "TPA") approved the cashless claim being File No. 18CB01UIA1450 for Rs. 58,000/- only in respect of "Lap Cholecystectomy" without realizing the fact that both the surgeries would be conducted by same doctor at one time and no separate bifurcated bills would be provided by the Hospital. Copy of the documents applied for cashless claim have collectively been annexed as Annexure C- 8 (Colly) to the complaint. The above sanction of Rs. 58,000/- was inclusive of 2 days hospital stay alongwith surgery charges and medications. At this juncture, Opposite Party No.1 ought to have sought for bifurcated bills from the hospital to the effect as to which medicines were consumed

for the surgery of Lap Cholecystectomy and also for Laproscopic Gastric By-pass surgery Without their being any bifurcation, Opposite Party No.1 unilaterally rejected the claim.

It is further alleged by the Complainant that he was undergoing the mental trauma coupled with the fact that after procuring certificate from concerned doctors for the surgeries, he admitted his father for the above surgeries on 15.05.2017. At the time of admission, Complainant deposited a sum of Rs.3,00,000/- through demand draft for the surgeries. Thereafter, both the surgeries were performed successfully. However, on account of patient suffering from various other chronic diseases pertaining to Heart, Pulmonary Functions and Kidney, the hospital stay got extended for almost 5 days over and above the normal stay. On 22.05.2017, the Complainant again applied for cashless claim of running bills of Patient arose on account of various other chronic diseases, which admittedly covered under the policy. However, the TPA again rejected the cashless claim on account of Bariatric surgery without realizing the fact that Lap Cholecystectomy surgery for removal of Gall bladder and Bariatric surgery were performed jointly. Copy of the documents applied for cashless claim have been annexed as Annexure C-9 (Collly) to the complaint. On 23.05.2017, the Complainant paid the balance amount of Rs.1,84, 262/- to the hospital and got his father discharged. Copy of the final bill issued by Hospital alongwith Discharge Summary has been annexed as Annexure C-10 (Colly) to the present complaint.

5 It has also been alleged by the Complainant that the email dated 23.05.2017 forwarded by TPA clearly pointed out that the claim got rejected only on the premise that the Morbid Obesity and its complications are excluded in the policy. The said email was replied by Complainant on 24.05.2017 wherein Complainant highlighted that the General Clauses of policy forwarded in the above email, are not applicable to Complainant's case as General Clauses provide for exclusion of any pre-existing disease for a period of 48 months, however, in the Tailored Made policy issued by Opposite

Party No.1 to the members of OP-2, do cover all pre-existing diseases. Further, Complainant requested OP's TPA to provide the claim reimbursement form to lodge the claim. It has also been pointed out that all the original test reports Including radiology reports and other reports alongwith original bill were directly sent to Opposite Party No.1's TPA through hospital. Copy of the emails exchanged between the Complainant and TPA of Opposite Party No.1 have been annexed as Annexure C-11 (Colly) to the complaint. Thereafter, on 24.05.2017, Complainant also lodged a formal complaint to Opposite Party No.2 in this regard. Since TPA did not respond the above email of Complainant, Complainant sent reminder mail to TPA on 26.05.2017. Copy of both the emails dated 24.05.2017 issued to Opposite Party No.2 and email dated 26.05.2017 sent to TPA of Opposite party No.1 have also been annexed as Annexure C-12 (Colly) to the complaint.

6. On 26.05.2017, TPA of Opposite Party No.1 responded to the queries of Complainant, thereby placing reliance upon the list of exclusions provided by IRDA., stating that the treatment of morbid obesity or its complications are categorically excluded. On the very same day, Complainant responded the above email of TPA of Opposite Party No.1 and clarified that the list of exclusions of IRDA is not applicable in the present case as the policy issued by Opposite Party No.1 includes treatment of any Pre-Existing Diseases. Further, there were various other queries and Issues raised by Complainant vide his email dated 24.05.2017, however, those queries remain unanswered. Further, on 06.06.2017, Complainant raised the claim of Rs.5,03,231/80 P to TPA of Opposite Party No.1 and all the necessary documents were sent. However, Inspite of regular and constant follow ups by Complainant, the TPA of Opposite Party No.1 or Opposite Party No.1 have not even communicated the status of claim, inspite of the fact that the lodging of claim was intimated to TPA on 06.06.2017 through email, which was followed up by Complainant on various occasion over phone and through emails dated 17.07.2017 and 30.10.2017. Copy of the claim

lodged by Complainant alongwith documents and emails dated 06.06.2017, 17.07.2017 and 30.10.2017 have been annexed as Annexure C-13 (Colly) to the complaint. It is also alleged by the Complainant that OP-1 has not even considered the expenses incurred by Complainant under Pre-Hospitalization category as well.

7. The Complainant has also pointed out that:-

(a) The certificate issued by Dr. Dinesh Khullar clearly states the reasons and chronic diseases, which lead to advice for Bariatric Surgery. Copy of the certificate issued by Dr. Dinesh Khullar have been annexed as Annexure C-14 to the complaint. Since the OP-1 has not replied any of the emails mentioned above sent by the Complainant, the Complainant was constrained to issue a legal notice dated 09.03.2018 through its counsel to the OP-1 marking it to the OP-2. In response, the OP-1 vide its reply dated 27.03.2018 has illegally and arbitrarily rejected the claim without giving any reasoning apart from reproducing the Clause 4.8 of the policy, which is completely unwarranted. Copy of letter dated 27.03.2018 has been annexed as Annexure C-16 to the complaint. The OP-1 is relying upon clause 4.8 of policy, which is completely contrary to the definition of pre-existing diseases provided in the policy, wherein, it is defined that "pre-existing disease is an condition, ailment or injury or related conditions(s) for which you ad signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment, within 48 months prior to the first policy issued by the insurer."

(b) Perusal of the above definition in conjunction with underwriter remarks on the policy "PRE-EXISTING DISEASES-COVERED FOR ALL; 30 DAYS WAITING PERIOD- WAIVED FOR ALL; 1ST, 2ND, 3RD & 4TH YEAR EXCLUSION- WAIVED FOR ALL" clearly establishes that Opposite Party No.1 is liable to pay the amount for bariatric surgery as well, which by no stretch of Imagination be coloured with cosmetic surgery

(c) OP-1, while examining the claim of Complainant, ought to have considered the fact that the surgery for Lap Cholecystectomy and Gastric By-Pass surgery were conducted at the same time in the same operation, therefore, Opposite Party No.1 ought to have provided the bifurcated expenses for both the surgeries, in light of the fact that the Hospital has provided a consolidated bill for the admission of patient.

(d) The OP-1 ought to have considered the certificate issued by Dr. Khullar, thereby mentioning the reasons for advising the patient to undergo the Bariatric Surgery, which itself demonstrates that the Bariatric Surgery was not conducted for the cosmetic purposes but was done in order to save the life of the patient.

(e) The OP-1 ought to have appreciated the fact that the extended stay at the hospital after the Bariatric Surgery was on account of kidney functions, pulmonary functions and heart related diseases, which all are covered under the policy without any demur.

(f) The Hon'ble National Consumer Disputes Redressal Commission has also examined the issue of Mediclaim for Bariatric surgery and its exclusion clause similar to the one, which has relied upon by TPA, in the matter of "New India Assurance Company Ltd. & Ors. Vs. Anita Chaudhary & Ors." reported as IV (2016) CPJ 378(NC) and has observed in its Judgment dated 07.04.2016 that "Morbid obesity is a serious disease that may be associated with severe complications, which may be life threatening. Surgery is a life-saving surgery and not a cosmetic surgery".

(g) The principle of insurance works on "ubberima fides", however, OP-1 has completely breached all the principles by rejecting the legitimate claim of Complainant, which is deficiency of OP-1 in providing services. The Mediclaim policy is of social welfare nature and interpretation has to be given to advance the cause of such welfare. It is also well established that the cosmetic surgery is different from obesity Morbid obesity

leads to various serious health problems like heart disease, metabolic syndrome, diabetes etc. Morbid obesity is a serious disease, which cause serious life threats to other parts of the body.

8.Therefore, the Complainant has filed present complaint praying to:-

a) Allow the present complaint and hold the OP-1 deficient in providing services by rejecting the clalm the claim lodged by the Complainant towards reimbursement of the medical expenses of the patient,

b) Direct the OP-1 to reimburse a sum of Rs 5,03,231.80/ to the Complainant towards medical expenses incurred on the treatment of the patient alongwith interest @ 18% per annum,

c) Direct the OP-1 to pay a sum of Rs 2,00,000/- towards the compensation,

d) Direct the OP-1 to pay a sum of Rs.25,000/- towards the cost of present litigation, and

e) Pass any other or further order, which may be deemed fit and proper in the facts and circumstances of the case."

2. The District Commission after taking into consideration the material available on record passed the order dated **31.07.2023**, whereby it held as under:

"...12. Accordingly, the complaint has been examined in view of the fact of the case and averments/documents/Evidence/arguments put forth by the complainant & OPs and it has been observed that:-

I. It is not in dispute that the policy No.0426002816P118463670 purchased by the Complainant was providing insurance coverage towards all Pre-Existing diseases of insured and their family members without any waiting period but the OP-1 has rejected the claim of the Complainant relying upon clause 4.8 of policy, which is completely contrary to the definition of pre-existing diseases provided in the policy, wherein, it is defined that

"pre- existing disease is an condition, ailment or Injury or related conditions(s) for which you ad signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment, within 48 months prior to the first policy issued by the insurer"

II. *The complainant has paid Rs.300000/- on 15- 05-2017 and Rs.184262/- on 23-05-2017 (Total Rs 484262/-) to the Hospital for treatment of the patient/insured but has filed claim of Rs.503231/- on 06-06-2017 to the TPA and has prayed in the complaint for reimbursement of Rs 503231/- from OP-1 but we have taken into consideration the amount Rs.484262/- only paid to the Hospital for treatment.*

III. *The OP-1 has also relied upon clause 4.9 of the terms and conditions of the policy which stated as under-*

"4.9 Convalescence, general debility, run-own condition or rest cure, obesity treatment and its complications including morbid obesity, Congenital external disease ore defects or anomalles, treatment relating to all psychiatric and and psychomatic disorders. Infertility, Sterility, Venereal disease, intentional self injury and use of intoxication drugs/alcohol."

IV. *The OP-1 has stated that the claim has been rejected as per the opinion of its TPA meaning thereby that it has straightway rejected the claim simply relying upon the opinion tendered by its TPA and has not examined the case on the basis of medical records and facts of the case.*

V. *The Complainant has filed a certificate issued by Dr. Dinesh Khullar (as Annexure C-14 with the complaint) explaining the reasons and chronic diseases which lead to advice for Bariatric Surgery & has discussed this issue at Para 28 of the complaint but the OP-1, while replying to the specific Para 28*

of the complaint, has simply replied that there is no relevancy of this certificate. The OP-1 has failed to explain with medical literature as to how this certificate is not relevant in this matter.

VI. The Complainant, in Para 36 of the complaint, has also cited the judgment passed by the Hon'ble NCDRC 07.04.2016 in the matter of "New India Assurance Company Ltd. & Ors. Vs. Anita Chaudhary & Ors." reported as IV (2016) CPJ 378(NC) wherein it has been observed that "Morbid obesity is a serious disease that may be associated with severe complications, which may be life threatening Laparoscropic Sleeve Gastrectomy Surgery is a life-saving surgery and not a cosmetic surgery" which appears relevant in this matter but while replying to the Para 36 of the complaint, the OP-1 has stated only that "this citation is not applicable in the present case and it is cardinal principle of law that in each and every case has different facts and circumstances and same should be decided as per facts and circumstances of the case" Since the OP-1 has failed to elaborate as to how the facts and circumstances cited in the above said judgment are different than the facts and circumstances of the Complainant's case, we have perused the above judgment of Hon'ble NCDRC and considered it relevant in the matter being identical to the case of complainant. Hon 'ble NCDRC has clearly held in the above referred Judgment that "Morbid obesity is a serious disease that may be associated with severe complications, which may be life threatening". In the case of the complainant also, the Doctor has certified that Surgery was not conducted for the cosmetic purposes but was done in order to save the life of the patient. The OP-1 has not rebutted the contents of this certificate with the relevant medical literature. Therefore, the claim as the complainant cannot be rejected by the OP-1 under

the garb of clause 4.8 and 4.9 of the policy as the policy's terms and conditions already provided insurance coverage towards all Pre-Existing diseases of insured and their family members without any waiting period. Hence, the rejection of the claim of complainant by the OP-1 is not justified which amounts to deficiency in service.

13. In view of the above observations, we are of the considered view that the complainant has suffered directly due to deficient in service on the part of OP-1 (M/s United India Insurance Co. Ltd.) in terms of the deficiency defined in the Act which Includes any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained in relation to any service and includes any act of negligence or omission or commission by such person which causes loss or injury to the consumer. However, no deficiency in service has been observed on the part of OP-2.

14. Therefore, we feel appropriate to direct the OP-1 (M/s United India Insurance Co. Ltd.) to refund Rs.484262/- (Rupees Four lakh Eighty Four Thousand Two Hundred Sixty Two only) within thirty (30) days from the date of receipt of this order, with interest @ 9% p.a. from 06-06-2017 (date of filing of claim with TPA) till the date of the payment. Besides, the OP-1 is also directed to pay Rs.50000/-(Rupees Fifty Thousand only) as compensation to the Complainant, for the mental pain, agony and harassment. It is clarified that if the above said amount is not paid by the OP-1 to the Complainant within the period as directed above, the OP shall be liable to pay interest @12% per annum from the date of expiry of 30 days period."

3. Aggrieved by the aforesaid order of the District Commission, the Appellant/Opposite Party has preferred the present appeal, contending that the District Commission erred in establishing deficiency on the part of Appellant. The Appellant further submitted that the District Commission failed to consider that the case of the Respondent is covered under the exclusion clause

4.9 of the policy, therefore, the claim of the Respondent was rightly repudiated by the Appellant. Pressing the aforesaid submission, the Appellant has prayed for setting aside the impugned order passed by the District Commission.

4. The Respondent no. 1, on the other hand, denied all the allegations of the Appellant and submitted that there is no error in the impugned order as the entire material available on record was properly scrutinized before passing the said order.

5. The written submission on behalf of the Appellant and the Respondent no. 1 are on record and the same has been considered.

6. We have perused the material available on record and heard the counsel, who appeared on behalf of the Appellant and the Respondent no. 1.

7. The ***main question*** for consideration before us is ***whether the District Commission has erred in establishing deficiency on the part of Appellant/Opposite Party no. 1***.

8. On perusal of record, it is clear that the policy bearing No. 0426002816P118463670 was availed by the Respondent no. 1 towards the medical cover of the Respondent no. 1 and his family members. However, the Appellant has rejected the claim of the Respondent no. 1 vide letter dated 27.03.2018 relying upon clause 4.9 of policy.

9. Here we deem it appropriate to refer to clause 4.9 of the terms and conditions of the policy, which provides as under:

> *"4.9 Convalescence, general debility, run-own condition or rest cure, obesity treatment and its complications including morbid obesity, Congenital external disease ore defects or anomalles, treatment relating to all psychiatric and and psychomatic disorders. Infertility, Sterility, Venereal disease, intentional self injury and use of intoxication drugs/alcohol."*

10. Furthermore, we deem it appropriate to refer to the ***Revision Petition No. 1658 of 2019*** titled as ***"Oriental Insurance Co. Ltd. Vs. Kamleshbhai Udani"***

decided on ***27.09.2024,*** wherein the ***Hon'ble National Commission*** while deciding the similar issue had held as follows:

> *"16. It is an admitted position that the complainant's wife underwent a Lap Sleeve Gastrectomy surgery at Hinduja Healthcare on 01.10.2012. It is the assertion of OP-1 that the surgery underwent by the wife of the complainant constitutes treatment of morbid obesity, which falls within the exclusion clause of 4.19 of the policy. The claim reimbursement is, therefore, inadmissible. General Exclusion Clause 4.19 of the policy excludes coverage for "treatment of obesity or conditions arising from it, including morbid obesity, and any other weight control programs or similar services or supplies." It is the contention of the complainant that the Lap Sleeve Gastrectomy surgery was performed on his wife at Hinduja Healthcare on 01.10.2012 to address her medical conditions such as Type 2 Diabetes, hypertension, bilateral pedal lymphedema with obesity. This intervention is for achieve diabetic remission, hypertensive remission, excess weight loss besides significant reduction in Lymphedema. This surgery is not a cosmetic surgery.*
>
> *17. It is uncontested position that the wife of the complainant was suffering medical conditions such as Type 2 Diabetes, hypertension, bilateral pedal lymphedema with obesity. The surgical procedure is for achieving diabetic remission, hypertensive remission, excess weight loss besides significant reduction in Lymphedema. It is undisputed that she is covered under the policy of the OP-1 and the surgery and treatment were during the course of the valid policy. To repudiate the claim on the grounds of exclusion clause, the burden of establishing those conditions is on OP-1. While the complainant has led substantial evidence to establish the circumstances, medical conditions and purposes for which the surgery was performed, the OP-1 has not established that the said surgery was a treatment of obesity or conditions arising from it, including morbid obesity, and any other weight control programs or similar services or supplies. Thus, in the absence of discharging the responsibility, the insurance company could not have rejected the claim."*

11. Further in ***Revision Petition No. 4558 of 2014*** titled as ***"United India Insurance Co. Ltd. Vs. Sunil Gupta and Ors."*** decided on ***07.04.2015,*** the ***Hon'ble National Commission*** has held as follows:

> ***"8….that morbid obesity, the ailment from which the complainant was suffering is a serious disease which at times can have implications which can prove to be life threatening. In the opinion of Dr. Chowbey, the procedure undergone by the complainant is a life saving surgery and not a cosmetic surgery. No medical opinion or literature has been produced by the petitioner company to controvert the aforesaid opinion given by Dr. Pradeep Chowbey. Therefore, it would be difficult to accept the case of the petitioner that bariatric surgery for morbid obesity is a cosmetic or aesthetic treatment which is excluded under clause 4.5(b) of the insurance policy issued to the complainant. It was not aimed at improving the physical appearance of the complainant or to enhance his beauty. It was aimed at ensuring that he does not develop complications which may later prove to be life threatening.***
>
> ***9. For the reasons stated hereinabove, the view taken by the District Forum, as regards the nature of the treatment taken by the complainant cannot be faulted with. Consequently, I have no hesitation in holding that the insurance company was not justified in rejecting the claim relying upon clause 4.5 (b) of the insurance policy taken by the complainant."***

12. Lastly, on the concept, meaning and import of Morbid Obesity, in reference to medical insurance policy, the Hon'ble National Commission has drawn following conclusion in a highly extensive, dissecting manner in their decision in ***Revision Petition No. 4750 and 4893 of 2013*** titled as ***New India Assurance Co. Ltd. Vs. Anita Chaudhary & Ors.,*** decided on ***07.04.2016*** which is as under:

> *"9. On reading of the above, it is clear that morbid obesity is a serious disease that may be associated with severe complications which may be life threatening. Its is also clear from the certificate that Laparoscropic Sleeve Gastrectomy is a life*

> *saving surgery and not a cosmetic surgery. In view of the certificate, it is clear that the deceased had undergone a life saving surgery and not a cosmetic surgery."*

13. In the abovementioned dicta, the Hon'ble National Commission came to the conclusion that morbid obesity is a serious disease that may be associated with severe complications, which may be life threatening. In the present case also, it is clear that the father of the Respondent no. 1 had undergone a life saving surgery and not a cosmetic surgery as he was diagnosed with Morbid Obesity and gallstone and the operating doctor advised the father of the Respondent No. 1 to undergo surgery for removal of Gall Bladder. However, since the patient was having weight of around 118kg and on record of suffering from severe chronic diseases, the doctor advised to undergo Bariatric surgery, which would subsequently reduce the weight of the patient and would have better control over the Diabetes, which became the root cause for various other diseases. The certificate issued by the doctor clearly states that the advice for Bariatric surgery is on account of the chronic diseases and the surgery was performed on account to cure various chronic diseases. Therefore, we are of the considered view that the Bariatric surgery performed by the operating doctor in the present case was a life-saving surgery and not a cosmetic surgery.
14. More so, we are in consonance with the reasons given by the District Commission while establishing the deficiency of service on the part of the Appellant and we fail to find any infirmity in the impugned order dated 31.07.2023 passed by the District Commission.
15. In terms of the aforesaid, we find no merit in the present Appeal filed by the Appellant and uphold the order dated 31.07.2023 passed by the District Consumer Disputes Redressal Commission-I, (North District), Tis Hazari Court Complex, Delhi-110054.
16. ***Accordingly, the present Appeal stands dismissed with no order as to costs.***

17. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgment.
18. FDR, if any, be released in favour of the Respondent no. 1.
19. The Judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.
20. File be consigned to record room along with a copy of this Judgment.

(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT

(PINKI)
MEMBER (JUDICIAL)

Pronounced On:
18.11.2024

LR-AJ