BEFORE THE STATE CONSUMER DISPUTES REDRESSAL COMMISSION GOA

Consumer Case No: /20

In the matter of:

Mr. Suresh Pilarnekar S/o Late Paco Pilarnekar

Aged about: 55 years

Occupation: Professional Cricket Player

R/o S-1, Yashoda Smriti Building 2nd Floor,

Dovornem, Merces Goa - 403005 .... Complainant

v/s

Edelweiss Tokio Life Insurance Co. Ltd.

Through its Grievance Redressal Officer

Ambrosia Building, Patto,

Panaji, Goa – 403001 .... Opposite Party

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019.**

1. The address of the Complainant for the purpose of service of summons, notice, etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
   1. That the complainant purchased life insurance policy no 400074122E from the Opposite Party by paying annual premium of Rs. 1 lakh for years 2017-2021 totaling Rs. 5,00,000/-.
   2. That as per policy terms vide clause D(1)(a), the complainant was entitled to full fund value of Rs. 6,69,000 on the date of surrender after payment of premium for 5 years.
   3. That the complainant duly surrendered the policy and sought the release of fund value by letters/emails dated 10.5.2022, 11.5.2022, and 21.5.2022 along with all documents.
   4. That the Opposite Party arbitrarily rejected on 29.05.2022 the claim by referring to inapplicable pension plan clauses and insisted the complainant can only get 1/3rd of value and must reinvest the balance amount in the fresh policy.
   5. That despite representations, the Opposite Party failed to release the legitimate surrender value causing immense harassment, tension, and financial loss.
   6. That the Complainant issued a legal notice dated 05-06-2022 to the Opposite party calling upon them to release the fund value of Rs. 6,69,000/- within 10 days of the receipt of the notice however, the Opposite chose to not respond to the notice. Left with no other option, the Complaint is before this Hon’ble Commission.
   7. That the Opposite Party has indulged in gross deficiency in service, unfair trade practice and breach of policy contract as per Sections 2(6), 2(9), 2(10) and 2(11) of the Consumer Protection Act, 2019.
4. **LIST OF EVIDENCE** 
   1. life insurance policy no 400074122E of the Complainant with the Opposite party
   2. Premium recipts of amount Rs. 1 lakh for years 2017-2021 totaling Rs. 5,00,000/- paid by the Complainant to the Opposite party
   3. Letters/emails dated 10.5.2022, 11.5.2022, and 21.5.2022 by the complainant duly surrendering the policy and seeking for the release of fund value
   4. Letter dated 29/05/2022 issued by the Opposite Party rejecting the claim of the Complainant
   5. Legal notice dated 05-06-2022 issued by the Complainant to the Opposite party
5. **Cause of Action**;

8. The Cause of Action to file this complaint first arose on rejection on 29.05.2022 of the claim of insurance, later when the Complainant sent a legal notice on 05-06-2022.

1. **Limitation:**

9. That the present complaint is being filed within a period of two years from the date of cause of action i.e date of the incident, as prescribed under section 69 of the Act, 2019

1. **Jurisdiction:**

10. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s society is situated within the jurisdiction of this Hon'ble Court. Furthermore, the consideration amount is less than Rs.50,000/-, hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

VI]   **Court Fees:**

11. In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, no court fee has been paid as the value of services is less than Rs 5 lakhs, and stipulated three copies of the complaint have been submitted.

VII]   **Prayer;**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

* 1. Direct the Opposite Party to pay full fund value of Rs. 6,69,000 towards the surrendered policy;
  2. Direct payment of compensation of Rs. 1,00,000/- for mental harassment and agony;
  3. Direct payment of litigation costs of Rs. 25,000 incurred by the complainant;
  4. Pass any other order/s as deemed appropriate in the interest of justice.

PORVORIM

DATE

Advocate for Complainant

**Verification**

Herein I, Suresh Pilarnekar, do hereby state on the solemn affirmation that the contents of the above paragraphs 1 to 10 are read over and explained to me in my vernacular, and the same is found to be true and correct to the best of my knowledge, belief, and information.

**PORVORIM**

**/06/2022 Complainant**