**Before The District Consumer Dispute Redressal Forum At Shimla**

Complaint No:\_\_\_\_\_\_ of 2004

Complainant

Versus

Respondents

Complaint under Section 12 of the Consumer Protection Act 1986

Respectfully Sheweth:

1.   That the relevant facts and the facts  leading to filing of present complaint are given in brief hereunder in chronological order for the convenience of your honour :-

Date \_\_\_\_\_\_

Events \_\_\_\_\_\_

\_\_\_\_\_  Complainant enrolled in Army in Medical Category AYE and the monthly subscription of Rs. 100/- towards Army Group Insurance was started wef.

\_\_\_\_\_ The complainant met with an accident due to which he was placed in low Medical Category with 50% disability.

\_\_\_\_\_ The complainant placed in Low Medical Category.

\_\_\_\_\_ The complainant was discharged from service on Medical Grounds.

\_\_\_\_\_ The complainant sent a Legal Notice to the respondent.

\_\_\_\_\_ The respondent repudiated the legitimate claim of the complainant.

2.  That the complainant was initially  enrolled  in  the Armed Forces [\_\_\_\_\_] on \_\_\_\_\_ as a \_\_\_\_ and was allotted Army No. \_\_\_\_\_.  At the time of enrollment the complainant was medically checked and found fit to be employed as a soldier.  It is pertinent to mention here that the complainant was a member of Army Group Insurance Scheme right from very beginning and monthly subscription of Rs. 100/- was being deducted from the salary of the complainant regularly.  Therefore, the complainant was covered for payment of Disability Benefits Cover under the AGI Scheme besides other benefits.

3.  That after enrollment the complainant was subjected to hard and strenuous Basic as well as Technical Military Training which the complainant completed with great zeal and fervour.  Thereafter, the complainant was posted at \_\_\_\_ where the complainant was discharging his duties to the entire satisfaction of his superiors.

4.   That \_\_\_\_\_

5.   That it is amply clear from the above that the service of the complainant was cut short due to the above disability which is attributable to and aggravated by the military service and therefore the complainant is entitled for payment of Disability Benefits Cover under the AGI Scheme besides other benefits.  The same has not been paid to the complainant so far.  Despite this the complainant has not been paid the above benefits so far, which act on the part of the respondent is illegal, arbitrary and against the settled law.

6.  That it is pertinent to mention here that the respondent is a Society Registered under the Societies Registration Act 1860 with the Registrar of Societies, New Delhi under No S/8357 on 6th December, 1976.

7.   That the Junior Commissioned Officer and Other Ranks pay a monthly subscription of Rs. 100/- towards Army Group Insurance. Under this scheme they are covered as under :-

(a) If they die during service their families get Rs. 1,65,000/- plus maturity value.

(b) If they are discharged in normal course they get maturity value.

(c) If they are discharged in Low Medical Category they get maturity value and in addition they get Disability Benefits as under:-

(i) For 100% of disability Rs. 82,500/- i.e.; 50% of actual value of Rs. 1,65,000/-.

(ii) For 80% of disability Rs. 65,000/-

(iii) For 60% of disability Rs. 49,500/-

(iv) For 40% of disability Rs. 33,000/-

(v) For 20% of disability Rs. 16,500/-

8.   That the Eligibility Criteria for Disability Benefits are as under:-

(a)  Service of individual should have been cut short due to Low Medical Category.

(b)  Disability of individual should be 20% or more as assessed by the Medical Board and not by the CDA {P}.

9.  That besides above the individual released in normal course or in Low Medical Category is also entitled for the following benefits :-

(a) For one time deduction of Rs. 580/- individual is insured for 20 years from date of his release from Army  for Rs. 1 Lakh.

(b) For one time deduction of additional Rs. 2700/- the individual and his wife are covered for treatment of following diseases for life to the extent as noted against each :-

(i) Heart [angiography, angioplasty, Opens Heart Surgery, Valve Replacement, Pace Maker Implant and Bypass Surgery] Rs. 1,15,000/-

(ii) Cancer [ Surgery, Radiotherapy and Chemography] Rs. 75,000/-

(iii) Renal Transplant [Dialysis, Kidney Transplant] Rs. 1,15,000/-

(iv) Total Hip/Knee Joint Replacement Rs. 1,00,000/-.

10. That it is submitted to clarify that the Disability Benefits under Army Group Insurance and disability pension are two distinct and independent claims. Disability pension is granted by CDA [P] Allahabad and jurisdiction for the same is with High Court/Civil Courts.  Disability Benefits are granted by Army Group Insurance, Directorate, New Delhi and jurisdiction for the same is with the Consumer Forum being Insurance matter.

11.  That on \_\_\_\_\_ the complainant sent a \_\_\_\_\_ to the respondent to pay a sum of Rs. 42,000/ on account of Disability Benefits Cover under the AGI Scheme besides other benefits within \_\_\_\_\_ days.  It is also pertinent to mention that the complainant has been making protracted correspondence, but the respondent has not replied to the same.

12.   That on \_\_\_\_ the respondent repudiated the legitimate claim of the complainant. Hence this complaint.

GROUNDS

13.  That the above being the background of the case, the complainant is entitled to maintain and file the present complaint before this Hon'ble Forum on the following grounds amongst others, each one of which is without prejudice to others, and seeks the indulgence of this Hon'ble Forum to issue directions or orders to the opposite parties deemed appropriate :-

(a)   That such an act and omission on the part of the respondents amounts to deficiency in service, restrictive trade practice and unfair trade practice within the purview of the Consumer Protection Act 1986. It is pertinent to mention here that the respondent is a Society Registered under the Societies Registration Act 1860 with the Registrar of Societies, New Delhi under No S/8357 on 6th December, 1976.  The respondent is not a government department.

(b)   That the respondents have repudiated the rightful and just claim of the complainant arbitrarily and illegally on flimsy and unconscionable grounds which do not stand the test of reasonableness and justice.  The grounds taken for repudiation of the claim by the respondents are not sustainable in the eyes of the law.

(c)  That due to such acts and omissions on the part of the respondents as explained above, it has been amply proved that the respondents have deliberately, intentionally incurred deficiency in service which was agreed upon rather statutory under the scheme which is detrimental to the interest of consumer.

(d)  That the complainant has suffered lot of avoidable mental agonies, financial loss, physical harassment and irreparable loss and injury at the hands of the respondents for which the complainant deserve to be amply and suitably compensated in terms of money in the interest of justice.

(e)   That the respondents are liable to be saddled with heavy and extra-ordinary costs so that the respondents can be deterred from adopting such malpractice in future.

(f)    That the complainant herein deserves to be amply compensated in terms of money for the inconvenience, traveling expenses, for loss of earnings, for mental agonies, damages, delayed service, interest and loss suffered due to negligence and dereliction of duties by the respondents.

(g)   That the respondents are estopped due to their own act, deed and conduct from denying the rightful and just claim of the complainant.

16.   That the complaint is within the period of limitation.

17.   That this Hon'ble Forum has a jurisdiction to entertain and to try the complaint.

18.   It is, therefore,  prayed that this Hon'ble Forum may be pleased to pass the following orders, directions and grant the following reliefs in favour of the complainant in the  interest of justice  :-

(a)  Direct the respondents to pay Disability Benefits Cover under Army Group Insurance Scheme to the complainant amounting to Rs. \_\_\_\_\_ alongwith interest @ 18% p.a. from the date \_\_ till the date of realisation;

(b)   Direct the respondents to pay a compensation to the complainant amounting to Rs. 50,000/- in addition to above on account of delay;

(c)  Saddle the respondents with special  and exemplary costs of Rs 50,000/- or as deemed fit by this Hon'ble Forum so as to deter the respondents from adopting such unfair trade practice in future;

(d)  Direct the respondents to produce all the relevant documents for perusal by this Hon'ble Forum;

(e)    Allow the cost of this complaint;

(f)     Such other orders may also be passed in favour of the complainant as deemed fit and proper by this Hon'ble Court in the facts and circumstances of the case.

AND FOR THIS ACT OF KINDNESS, THE HUMBLE APPLICANT AS IN DUTY BOUND, SHALL EVER PRAY.

Shimla                                                              Complainant

\_\_\_\_\_                                                               Through, Advocate

**BEFORE THE DISTRICT CONSUMER DISPUTE REDRESSAL FORUM**

**AT SHIMLA**

Complaint No:\_\_\_\_\_\_ of 2004

Complainant

Versus

Respondents

Affidavit in support of complaint Under Section 12 of the Consumer Protection Act 1986

I,\_\_\_\_\_\_, do hereby solemnly affirm and declare as under :

1.  That the accompanying complaint has been prepared under my instructions.

2.  That the contents of paras 1 to \_\_\_\_\_\_ of the complaint are correct and true to the best of my knowledge.

3.  That I further solemnly affirm and declare that this affidavit of mine is correct and true to the best of my knowledge and no part of it is false and nothing material has been concealed therefrom.

          Affirmed at Shimla this the \_\_\_\_\_\_

Deponent

**BEFORE THE DISTRICT CONSUMER DISPUTE REDRESSAL FORUM**

**AT SHIMLA**

Complaint No:\_\_\_\_\_\_ of 2003

Complainant

Versus

Respondents

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Shimla                                                                                      Complainant

\_\_\_\_\_                                                                                      Through, Advocate