

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12769 of 2018

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Anil Kumar Anal Son of Ramroop Pandit, Resident of C/o Late Satyabhama Devi, Pani Tanki chowk, Ward No. 20, Near Abhyas School, Madhepura, Town and District- Madhepura.

... .. Petitioner/s

Versus

1. The Union Of India through the Secretary Consumer Affairs Development Department, Insurance Regulatory and Development Authority of India, 9th Floor, United India Towers Basheerbagh, Hyderabad-500029
2. The Grievance Redressal Officer, H.D.F.C. Standard Life Insurance Company Limited, 11th floor, Excelus Appolo Mills Compound N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.
3. The Insurance Ombudsman Hindustan Building Annexy 4th floor, C.R. Avenue Kolkata- 700072.
4. The Managing Director, Future General India Life Insurance Company Ltd. 6th Floor Tower 3 India Bulls Finance Centre Senapati Bapat Marg Elphiston Road Mumbai-400013.
5. The Manager Operation, H.D.F.C. SL Insurance Boring Road patna, Shop No. F1 of F10, 1st Floor, Puspanjali Apartment, Opposite Alankar Palace, Patna-800001
6. The Manager Operation Future General Branch Harihar Chamber, 1st Floor, Boring Road, Patna.
7. The Manager Operation Excide Life Insurance Patna 1st Floor Pushpanjali Complex, Opposite Sri Krishna Puri, Police Check Post, Boring Road, Patna-800001
8. The Future General India Life Insurance company Limited, Ground of Lodha, Think Techno Campus A- Wing Pokhran Road Off Eastern Express High way Behind Tes Bridge Thane (West) Thana-400067
9. The Insurance Ombudsman Kalpana Arcade Building, 1st Floor Bazar Samiti Road, Bahadurpur, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Manoj Kumar Sinha
For the Respondent/s : Mr.S.D Sanjay Addl. Soc. Gen.

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 14-08-2019 This is a case in which the petitioner is alleging fraud on the part of some persons who called him up and misguided him by the policy of the insurance company by



promising to transfer an amount of Rs.10,50,000/- to his account against his policy with HDFC-LIC. It is alleged that they got the amount transferred by insisting upon the petitioner to do the same in the account of SB Insurance Brokers Pvt. Ltd.

The respondent insurance company has denied the receipt of any payment. In such circumstance, if the Ombudsman has dismissed the complaint of the petitioner, no fault may be found with the same because admittedly in terms of settled law neither ombudsman nor consumer forum can go to the issue of fraud.

This writ application against the impugned order has thus no merit. In case the petitioner is advised to avail any other remedy before an appropriate court, it will be open for him to do so and in such circumstance if any question of limitation would arise he would be entitled to get benefit of time spent by him before this Court.

(Rajeev Ranjan Prasad, J)

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