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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 3095/2017

GUDDA ..... Petitioner

Through: Mr Pankaj Garg, Mr Milind Garg and Mr A.S.M. Tripathi, Advocates.

versus

IFFCO TOKIO GENERAL INSURANCE CO. LTD. & ORS ..... Respondents

Through: Ms Shantha Devi Raman and Mr Arihant Jain, Advocates for R-1.
Mr Kamal Mehta, Advocate for R-2 & 3.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

<u>O R D E R</u>

% 07.11.2017

1. The petitioner has filed the present petition, *inter alia*, impugning an order dated 29.12.2016 passed by the office of the Insurance Ombudsman at Delhi transferring the petitioner's complaint to the office of the Insurance Ombudsman at Noida on the ground that the petitioner resides in Gaziabad.

2. The petitioner had filed a complaint before respondent no.1 (IFFCO Tokio General Insurance Company, District Centre, Saket, New Delhi). However, the said claim was rejected by respondent no.1 by a letter dated 30.06.2016. Thereafter, the petitioner filed a representation dated 09.11.2016 before respondent no.1. but respondent no. 1 did not respond to the said representation.

3. It is in the aforesaid context that the petitioner made a complaint

before the Insurance Ombudsman at Delhi. The learned counsel for the petitioner points out that in terms of Rule 13 of the Redress of Public Grievance Rules, 1998 (hereafter 'the Rules'), the Ombudsman within whose jurisdiction the branch or office of the insurer is located, would have the jurisdiction. Sub-rule 1 and 2 of Rule 13 of the said Rules are relevant and are set out below:-

> "13. Manner in which complaint is to be made:-
>
> (1) Any person who has a grievance against an insurer, may himself or through his legal heirs make a compliant in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complaint against is located.
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> (2) The complaint shall be in wring duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman."

4. The learned counsel appearing for the petitioner states that the registered office of respondent no.1 is located in Delhi and, therefore, in terms of the said Rules, the Ombudsman at Delhi would have the jurisdiction. He also points out that the petitioner's claim was addressed to respondent no.1 and was rejected by the said office.

5. The aforesaid contention appears to be merited. Respondent no.1 has its principal office (registered Office) in Delhi. The policy issued by respondent no.1 also indicates Respondent no1's Delhi Address, although it also mentions the Address of the serving office at Noida.

6. The learned counsel appearing for the respondents referred to the decision of the Supreme Court in ***M/s Sonic Surgical v. National Insurance Company Ltd.: (2010) 1 SCC 135***, wherein the Supreme Court had considered the question of jurisdiction of the forum under the Consumer Protection Act, 1986. In that case, the entire cause of action had arisen at Ambala. The policy was also issued by the branch office of the insurance company located at Ambala. In the said circumstances, the Court held that even though the respondent had an office located at Chandigarh, since no part of the cause of action arisen there, the forum at Chandigarh would not have the jurisdiction to entertain the complaint. The expression "branch office" was held to mean the branch office where the cause of action has arisen. The said decision is not applicable in the facts of the present case.

7. In the present case, Rule 13(1) expressly provides that the Ombudsman within whose jurisdiction the "branch or office" of the insurer is located. This would clearly mean the principal office of the insurer or its concerned branch. The principal office (the registered office of respondent no.1) is located in Delhi and even if it is accepted that the concerned branch office is located in NOIDA, the Ombudsman at Delhi would still have the jurisdiction to entertain the complaint made by the petitioner.

8. At this stage, the learned counsel for respondent no.2 states that the petitioner's complaint had already been forwarded to the Office of Insurance Ombudsman at NOIDA and he had already issued notice. It is also contended that the petitioner's complaint can be expeditiously dealt with at the office of Ombudsman in India.

9. In view of the above, the learned counsel for the petitioner states that he would have no objection if the Ombudsman at Noida decides the petitioner's complaint and if directions for time bound disposal of the complaint are issued.

10. In view of the above, the Insurance Ombudsman at Noida is directed to dispose of the petitioner's complaint (Complaint dated 21.12.2016) within a period of four weeks from today.

11. The petition is disposed of with the aforesaid directions.

VIBHU BAKHRU, J

NOVEMBER 07, 2017
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