IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.15118 Of 2022
(Through hybrid mode)

Niranjan Barad and another .... ***Petitioners***

Mr. Bijaya Kumar Nayak-3, Advocate

-versus-

The GM, The New India Assurance Co. Ltd., BBSR and others .... ***Opposite Parties***

CORAM: JUSTICE ARINDAM SINHA

ORDER
04.08.2022

Order No.	
2.	**1.** Mr. Nayak, learned advocate appears on behalf of petitioners. He had moved the petition on 8th July, 2022, when there was direction for issuance of notice along with order made that day on opposite party no.3 (Insurance Ombudsman). Said opposite party on receipt of the notice wrote letter dated 25th July, 2022 addressed to Superintendent of this Court. The letter is in the file. However, said office goes unrepresented.

2. Paragraph-1 in order dated 8th July, 2022 is reproduced below.

> **"***1. Mr. Nayak, learned advocate appears on behalf of petitioners and submits, his clients had claimed for ex-gratia compensation on death of their son by accident due to burst of LPG cylinder. The representation was mate to the insurance company, wherein it remains*

pending. His client moved this Court in W.P.(C) no.21390 of 2021 and it was disposed of by co-ordinate Bench on 17th August, 2021 directing the insurance company dispose of the representation within three weeks from date of receipt of certified copy of the order. Still the insurance company did not proceed. His client then approached opposite party no.3. By impugned order dated 7th April, 2022 said opposite party stated that the complaint could not be considered because the subject matter was disposed of by this Court. He submits, it is apparent from said order dated 17th August, 2021 that merits of the matter were not gone into.

Relevant text of aforesaid letter dated 25th July, 2022 is reproduced below.

"We submit herewith the written humble submissions on the followings grounds for your necessary action.

1. *The Insurance Ombudsman used to discharge his duties as per the provisions of the Insurance Ombudsman Rules 2017.*
2. *The Insurance Ombudsman is neither a necessary nor a proper party for adjudication of the writ petition. In the circumstances, the name of the Insurance Ombudsman may kindly be deleted from the array of opposite parties.*
3. *That the writ application filed by the Petitioner for quashing of the decision taken by the Opp. Party No-3, under Annexure-10 is not tenable in law. The decision has been taken as per Rule 14(5) of the Insurance Ombudsman Rules 2017.*

4. *That the Hon'ble High Court of Judicature for Rajasthan, Bench at Jaipur passed an Order dtd.05.02.2019 in WP(C) No-13053/2018 and deleted the respondent No-1, Insurance Ombudsman from the array of respondents.*
5. *In the circumstances, the name of the Insurance Ombudsman may be deleted from the array of Opposite Parties."*

3. The rule relied upon by opposite party no.3 is inapplicable since petitioners had moved this Court by their earlier writ petition and it was disposed of directing the insurance company to dispose of their representation. On the insurance company not having dealt with the representation, petitioners approached opposite party no.3. It is clear that by citing rule 14(5) of Insurance Ombudsman Rules, 2017. Opposite party no.3 has illegally abdicated its responsibility of deciding on the omission of the insurance company.

4. Opposite party no.3 is directed to forthwith deal with petitioners complaint, on impugned letter dated 7th April, 2022 hereby set aside and quashed. The complaint is to be dealt with within three weeks of communication and result informed to, inter alia, petitioners.

5. The writ petition is disposed of.

(Arindam Sinha)
Judge

Sks