

**RSA-2851 of 2022**

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-2851-2022 (O&M)**Decided on: 03.09.2025****Charan Singh****.....Appellant****Versus**

Star Health & Allied Insurance Co. Ltd. & Anr.

.....Respondents**CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA****Present:** Mr. Rajesh Bhateja, Advocate, for the appellant.**DEEPAK GUPTA, J.**

The plaintiff has approached this Court against the reversal of his claim, inasmuch as his suit for compensation/un-liquidated damages up to ₹5,00,000/- was decreed by the learned trial Court on 19.05.2018, but the First Appellate Court, vide judgment dated 24.01.2022, allowed the appeal of the defendants and dismissed the suit.

2. For clarity, the parties shall be referred to by their status before the trial Court.

3. The case of the plaintiff was that he had obtained a Health Optima Insurance Policy for himself and his wife Paramjit Kaur from defendants No.1 and 2 through their agent (defendant No.3). The sum insured was ₹5,00,000/- and the policy period was from 30.05.2012 to 29.05.2013. During the tenure of the policy, the plaintiff fell ill, received treatment at Watts Hospital, Amritsar, and was later referred to Dayanand Medical College and Hospital, Ludhiana on 23.11.2012. According to him, he incurred medical expenditure of about ₹3,50,000/-. He alleged that despite serving a legal notice, the defendants failed to reimburse him under the policy, necessitating the filing of the suit.

4. The defendants denied liability, refuted the claim, and prayed for dismissal of the suit.

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5. After framing of issues and recording evidence, the trial Court decreed the suit. However, on appeal by the defendants, the First Appellate Court, upon evaluation of the evidence, set aside the decree and dismissed the suit.

6. The appellate Court, while referring to the cross-examination of the plaintiff (examined as PW-1), recorded categorical findings that although the plaintiff had indeed obtained the insurance policy and had undergone treatment, he had neither lodged a formal claim with the insurance company nor submitted the requisite bills in support of his expenditure. Photocopies of certain bills were produced but not proved in accordance with law. The plaintiff admitted in his testimony that he had not filed a claim with the insurer and had only issued a legal notice before approaching the Consumer Forum and, thereafter, the Civil Court. The medical policy specifically required submission of a claim form accompanied by original bills to establish the actual expenditure. In absence of compliance with these mandatory conditions, the claim was rightly rejected.

7. It is trite that in order to succeed in a claim for reimbursement under an insurance contract, the insured must strictly prove compliance with the terms of the policy. The doctrine of strict compliance applies to insurance contracts, as they are contracts of indemnity. Mere proof of illness and treatment is not sufficient to fasten liability on the insurer; the insured must also establish the actual expenditure incurred by producing cogent and admissible evidence, which was admittedly not done in the present case.

8. The trial Court overlooked these crucial deficiencies and erroneously decreed the suit. The First Appellate Court, therefore, rightly corrected the error, holding that the plaintiff failed to discharge his burden of proof.

9. Before this Court as well, learned counsel for the appellant could not dispute that neither any original bills were produced nor any

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claim was lodged with the insurance company in accordance with the terms of the policy.

10. In these circumstances, the findings of the First Appellate Court are based on proper appreciation of evidence and correct application of law. No ground is made out for interference.

11. Accordingly, the appeal, being devoid of merit, is dismissed.

03.09.2025*Jiten***(DEEPAK GUPTA)****JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No