

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
BIHAR, PATNA
FINAL ORDER**

**First Appeal No. A/58/2021
(Date of Filing : 08 Sep 2021)
(Arisen out of Order Dated 18/01/2021 in Case No. CC/58/2021 of District Muzaffarpur)**

1. Bajaj Allianz Life Insurance

having its Head Office at Bajaj Allianz House, Airport Road, Yerwada, Pune- 411006,
Maharashtra through authorized Signatory, Mr. Balram Kumar Patwa at present working
as Zonal Manager- Legal & Compliance

Pune

Maharashtra

.....Appellant(s)

Versus

1. Abhay Kumar

Son of Yogendra Prasad Bhakta, Sehan (Baghi), PO- Sahan,

Vaishali

Bihar

.....Respondent(s)

BEFORE:

**MISS GITA VERMA PRESIDING MEMBER
MD. SHAMIM AKHTAR JUDICIAL MEMBER**

PRESENT:

Dated : 08 Jul 2024

Final Order / Judgement

Dated: 08.07.2024

As per Gita Verma, Judicial Member.

Order

1. This appeal has been filed by Bajaj Allianz Life Insurance Company Ltd. (O.P. no. 1) against the order dated 18.01.2021 passed by District Consumer Disputes Redressal Forum, Muzaffarpur in complaint case no. 242 of 2015 by which the complaint was allowed in part and the appellant was ordered to pay to the complainant the sum assured (minimum death benefit) Rs. 15,00,000/-, Rs. 20,000/- for mental agony and physical harassment and Rs. 10,000/- as litigation cost within a period of two months of receiving copy of the order by depositing the same through cheque or demand draft in the office of District Forum failing which to pay the entire amount with 10% interest thereon from the date of death of the insured person till the date of payment.
2. The case of complainant was that his brother Vijay Kumar took a life insurance policy from the appellant on 04.07.2013 bearing policy no. 0302823496 on payment of first premium of Rs. 16,283/-. The sum assured was Rs. 5,00,000/- along with minimum death benefit of Rs. 15,00,000/-. The premium was payable half yearly. He was the sole nominee in the policy. The insured person Vijay Kumar died on 17.11.2013. Thereafter, he filed claim in the branch office of the appellant from where the policy had been purchased. But his claim was repudiated by the appellant on the ground that the insured person was suffering from some chronic disease from before and he had concealed this fact in his proposal form for insurance.
3. Further case of the complainant is that the reason assigned by the appellant for repudiating his claim was wrong and baseless. In fact it was deficiency in service on the part of the appellant. Hence, the complaint. The complainant had claimed Rs. 15,00,000/- as the minimum death benefit amount and some higher amount on the other two counts.
4. The appellant had taken the plea in its written statement that the insured person was suffering from "large subacute lacunar intract in left ganliocapsular area and chronic infection in right basal ganglia" since 16.01.2013 and he had deliberately concealed this fact in his proposal from while taking the policy. So, according to the terms and conditions of the policy the claim was rightly repudiated. There was no deficiency in service on its part. As such the complaint was liable to be dismissed.
5. The other facts stated in the complaint petition have not been denied or disputed by the appellant.
6. The complainant has filed Xerox copies of the policy as annexure-1, death certificate of deceased as annexure-2, School Leaving Certificate of the deceased as annexure-3 and his voter identity card as annexure-4. Besides that he has examined himself and some witnesses on his behalf on affidavit. Those affidavits have also been filed.
7. The O.P.- appellant has filed Xerox copies of the proposal form of insured person as annexure-A, Terms and conditions of policy as annexure-B, death claim intimation as annexure-C, Letters issued by local Sarpanch and Aanganbari Sevika cum C.T. Scan of deceased as annexure-D and repudiation letter as Annexure-E in support of its defense. Any witness has not been examined on affidavit on behalf of this party.
8. Heard the leaned lawyers for both parties and perused the record.
9. The learned lawyer for the appellant has argued the same fact which is stated in its written statement and it has already been mentioned herein before.
10. On perusing the impugned order we find that the District Forum has not accepted the case of O.P. on the following ground:

Where the insurance company alleges after issuing the policy that the insured person had knowingly concealed his /her existing illness at the time of taking the policy, the burden of proving this fact lies heavily on it. This view is supported by a decision of the Hon'ble National Commission reported in the case of **LIC of India Vs. Badri Nageshwaramma II (2005) LPJI (NC)**. The District

Forum has held that in this case the insurance company (appellant) has not discharged the aforesaid burden of proof by giving cogent and reliable evidences.

11. The District Forum has written in the impugned order that the Sarpanch and Aanganbari sevika are not medical experts. Their report cannot be conclusive proof of pre-existing illness of the insured person. Moreover, they have not come to support their reports by deposing on affidavits. So, their reports can't be considered as valid evidences. The CT scan report has also not been duly proved to relate it with the deceased. Only the word "Vijay" is legible on it. By this much only it can not be accepted that it was the CT scan report of the insured person and it has not been duly proved also. So, the finding of District Forum is that the O.P has not been able to prove its ground for repudiating the claim and this finding appears to be correct.
12. The District Forum has further found and held that the complainant has proved his case to their satisfaction by giving reliable and cogent evidences. So, it has allowed the complaint.
13. On considering all these facts we find and hold that the findings of District Forum are based on sound reasoning and are correct. So, we find and hold that the appeal is devoid of any merit.
14. In the result the appeal is **dismissed on contest**. The appellant is ordered to pay to the complainant-respondent a sum of Rs. 25,000/- as cost of this appeal over and above the amount ordered by the District Forum on the same terms and conditions.

(Md. Shamim Akhtar)

(Gita Verma)

Judicial Member

Judicial Member

Md. Fariduzzama

[MISS GITA VERMA]
PRESIDING MEMBER

[MD. SHAMIM AKHTAR]
JUDICIAL MEMBER