

STATE CONSUMER DISPUTES REDRESSAL COMMISSION HARYANA, PANCHKULA

Date of Institution: 03.12.2019

Date of final hearing: 08.08.2024

Date of pronouncement: 08.10.2024

First Appeal No.1044 of 2019**IN THE MATTER OF:-**

Karamvir (aged about 43 years) S/o Sh. Sajjan Singh, R/o Village Jevra, Tehsil Barwala, District Hisar.
.....Appellant

Versus

1. Life Insurance Corporation of India, through its Branch Manager, Branch Office No.1, Near Vishwas School, Urban Estate-II, Hisar.
2. Divisional Manager, Life Insurance Corporation of India, Divisional Office SCO No.3, 4 & 5 Sector-1, Rohtak.

.....Respondents

CORAM: Sh. Naresh Katyal, Judicial Member.

Sh. S.C. Kaushik, Member.

Argued by:- Mr. C.R. Narwal, counsel for appellant.

Mr. Rohit Goswami, counsel for respondents.

ORDER**NARESH KATYAL, JUDICIAL MEMBER:**

Challenge in this appeal has been invited to the legality of order dated 04.11.2019 passed by learned District Consumer Disputes Redressal Commission-Hisar in complainant No. 442 of 2018, vide which complainant's complaint has been allowed.

2. Dharambir S/o Sh. Sajjan Singh (*Now deceased*) during his lifetime obtained Insurance Policy No.504615110 dated 28.08.2015 for sum assured of Rs.7.00 lac known as LIC's Anmol Jeevan-2 and another Insurance Policy No.504615116 dated 28.08.2015 for sum assured of Rs.1.00 lac known as LIC's New Jeevan Anand from OPs. In both policies; complainant was specified as 'nominee'. As per plea; insured had gone to bring 'Kawar' from Haridwar in year-2016 and while returning from Haridwar, when

he reached near Panipat; he suffered massive heart attack and died at spot. His dead body was taken to Civil Hospital-Panipat where Medical Officer conducted post mortem and mentioned that cause of death will be given after receipt of Visra Report from PGIMS-Rohtak. As per plea; no Visra report has/had been received by Police of Panipat regarding cause of death, after taking opinion from Medical Officer, who conducted Post Mortem on dead body of deceased Dharambir. Complainant, being nominee sent original insurance policies to OPs along with claim; also visited at office of OPs for payment in view of policies, but OPs have/had not given him any reply. Period of more than two years after death of life insured has/had lapsed, but OPs have/had failed to settle his claim qua above insurance policies. He sent legal notice dated 14.06.2018 to OPs, but neither OPs have released payment of legitimate claim of complainant as envisaged in legal notice dated 14.06.2018 nor rendered any reply thereto. On these pleas; complaint has been filed for seeking direction against OPs to release payment of benefits connected to both insurance policies to him (*complainant*) with interest @18% p.a. from date of death i.e. 25.07.2016 till final realization and also pay Rs.5,00,000/- to him as compensation for causing physical, mental and financial harassment and to pay him Rs.11,000/- as litigation expenses.

3. Upon notice, OPs raised contest. In written statement, in preliminary objections thereof; pleas regarding false, frivolous and vexatious, cause of action, locus standi, maintainability, pre-mature, estoppel, etc. have been raised. On merits, it is admitted that Dharambir S/o Sh. Sajjan Singh had obtained two insurance policies Nos.504615110 & 504615116 on his life for sum assured of Rs.7.00 lacs and Rs.1.00 lac respectively, with date of commencement as 28.08.2015, mode of payment-half yearly and his brother-Karamvir Singh (*complainant*) was 'nominee' in both policies. Both policies had run only for about 10 months from date of commencement. Suicide Clause is operative and enforceable in both these policies as death of insured took place within one year of date of payment of First Premium Receipt. *Prima facie* the claim was suspicious. Besides this, there is also conflict in name of deceased-Life assured who had two names i.e. Satish and Dharambir. As per Post Mortem Report; final opinion regarding cause of death was to be given after receiving report of Histopathology from PGIMS-Rohtak, but OPs have/had not received Histopathology Report till filing of written statement. OPs demanded said report from complainant several times, but have/had not received relevant documents, due to which, complainant's claim is/was held up for want of material documents. It is pleaded that on receipt of Histopathology report by OPs; claim in question shall be considered and finalized, as soon as possible. This complaint is pre-mature.

4. Parties to this *lis* led evidence; oral as well as documentary.

5. On critically analyzing the same; learned District Consumer Commission-Hisar vide order dated 04.11.2019, by allowing complaint has directed OPs to pay Rs.8,00,000/- on account of insurance claim in respect of both policies to complainant, who has also been awarded compensation/cost of litigation at Rs.10,000/-.

6. Still feeling aggrieved; complainant has filed this appeal.

7. Learned counsel for appellant/complainant and learned counsel appearing for respondents have been heard at length. With their able assistance; record too has been perused.

8. Learned counsel for appellant-complainant has urged single contention that complainant has not been awarded any interest on amount of Rs.8.00 lacs which insurer has been directed to pay and as such impugned order dated 04.11.2019, so passed by learned District Consumer Commission-Hisar is illegal to that extent and be modified by awarding him reasonable interest.

9. Per Contra, learned counsel for respondents/OPs (*insurer*) has urged that the complaint originally filed by complainant on 10.09.2018 was time barred as deceased died on 25.07.2016. Period of two years

had expired when the complaint was filed before learned District Consumer Commission.

10. Admittedly, legality of impugned order dated 04.11.2019 passed by learned District Consumer Commission-Hisar in consumer Complaint No. 442 of 2018 titled as Karamvir Vs. LIC and another has not assailed by insurer/LIC. Therefore, above contention of learned counsel for insurer (*compliant being time barred*), does not require adjudication by this Commission. Veracity of impugned order dated 04.11.2019 has been questioned only by complainant on single base that impugned order sans any relief of interest. There is absolutely no doubt regarding substance of this contention raised by learned counsel for appellant-complainant. If integral part of complainant's complaint has been accepted by learned District Consumer Commission, then as legal corollary so flowing, complainant was required to be granted ancillary relief of interest as well. In any case, complainant was only asking for granting him relief, so flowing from policies in question in which nominee of his brother Dharambir who was life insured. He has also prayed for interest on insured amount of both policies. Of course, stance of insurer was that complainant has not provided Histopathology Report from PGIMS-Rohtak to it, and therefore his claim will be considered on receipt of same report, yet nothing stopped insurer to adopt suitable recourse through its own source and level in order to solicit Histopathology Report from PGIMS-Rohtak, in an endeavor to settle complainant's claim in relation to two insurance policies expeditiously. After all, insurer always project its tall claims, to be a socially welfare organization for insured, in times of their distress. It should not have waited for complainant to submit to it (*insurer*); the Histopathology Report from PGIMS-Rohtak. Inept attitude of insurer is *ex-facie* deciphered which gives right to complainant to claim interest on benefits accruing from both policies. Since, admittedly insurer has not settled complainant's claim and has/had been waiting for supplying Histopathology Report from PGIMS-Rohtak to it by complainant, therefore on that base it can safely be held that there was recurring cause of action always accruing in favour of complainant even after expiry of period of two years reckoned from date of death of life insured. For this reason as well, contention of learned counsel for respondent that complainant's complaint was time barred stood repelled and traumatized.

11. As already observed that complainant, in his complaint, has claimed interest @18% p.a. on benefit connected with both policies, therefore, learned District Consumer Commission was required to give reason in order to decline said relief to complainant. Curiously enough, no reasons are forthcoming in impugned order dated 04.11.2019 regarding declining of interest to complainant, on awarded amount of Rs.8.00 lacs, which is a fallacy at legal pedestal on the part of learned District Consumer Commission. In wake of subjective discussion here in before, this Commission has arrived at an inescapable conclusion that complainant-Karamvir being nominee of his deceased brother-Dharambir, who was life insured, is certainly entitled to claim interest on total insured amount of Rs.8.00 lacs regarding both policies in question. End of justice would meet, if interest @6% p.a. on Rs.8.00 lacs (*consolidated insured amount of both policies*) is now awarded to complainant, from the date of filing of complaint (10.09.2018) till actual realization of amount. Impugned order dated 04.11.2019 passed by learned District Consumer Commission-Hisar in Consumer Complaint No. 442 of 2018 titled as "Karamvir Vs. LIC and another" to this extent stand modified. Accordingly, this appeal is accepted.

12. Application(s) pending, if any stand disposed of in terms of the aforesaid judgment.

13. Copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.

14. File be consigned to record room.

Date of pronouncement: 08th October, 2024.

Member	S.C. Kaushik Judicial Member	Naresh Katyal
	Addl. Bench	Addl. Bench
D.K.		