

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION : AT NALGONDA :**

PRESENT: SRI MAMIDI CHRISTOPHER,  
PRESIDENT.

SMT.S.SANDHYA RANI,  
FEMALE MEMBER.

SRI KATEPALLY VENKATESHWARLU,  
MALE MEMBER.

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FRIDAY, THE FOURTEENTH DAY OF JUNE, 2024

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**CONSUMER COMPLAINT No. 14 OF 2022**

**Between:**

Badavath Chandi W/o Late Hussain, Aged: 50 years,  
Occ: Housewife, R/o Balaji Nagar, Dilwarpur Village,  
Damarcherla Mandal, Nalgonda District.

...COMPLAINANT.

**AND**

- 1) The Branch Manager, Life Insurance Corporation of India,  
Branch Office-I, Near: District Court, Nalgonda Town-508 001.
- 2) The Commissioner and Director of Agriculture, Government of  
Telangana, Hyderabad.

...OPPOSITE PARTIES.

This complaint coming before us for final hearing, in the presence of Sri K.Srinivas, Advocate for the Complainant, and Sri P.Srinivas Reddy, Advocate for the Opposite Party No.1, and Sri G.Venkateshwarlu, Government Pleader for the Opposite Party No.2, and on perusing the material papers on record, and having stood over for consideration till this day, the Commission passed the following:

**ORDER**

**BY SRI KATEPALLY VENKATESHWARLU, MALE MEMBER**

1. This is a Consumer Complaint filed Under Section 35 of Consumer Protection Act, 2019 against the Opposite Parties No.1 and 2 for obtaining relief directing the Opposite Parties to pay an amount of Rs.5,00,000/- along with interest @ 24% pm from the date of return of claim petition i.e., from 22/07/2021 till its realization and also costs, which the complainant is entitled.

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2. The brief facts of the case are as follows:

One Badavath Hussein was a farmer/Member of Rythu Bhima Scheme vide LIC ID No.1926498 and died on 15/08/2020.

The Government of Telangana State, has provided the said Rythu Bhima Scheme for all the Pattedars having agricultural land in the revenue villages in the state vide Master Policy, issued by Opposite Party No.1 in the name of opposite party No.2, for sum assured of Rs.5,00,000/- to each farmer/member in state of Telangana.

After the death of deceased Insured farmer, the complainant, being wife and nominee under the said Insurance Policy scheme, has approached to the District Agriculture Office, Nalgonda on 12/10/2020 and submitted the claim intimation along with all the necessary documents in order to claim life insurance amount assured under the scheme on the death of her husband.

In turn, the said District Agricultural Officer on the same day, has forwarded the claim papers to the opposite party No.1 through a mail for settlement of the claim amount of the beneficiary i.e., the complainant herein.

Subsequently, the opposite party No.1 has returned the claim of complainant on 13/10/2020 by mail to District Agricultural Officer, Nalgonda, stating a false reason that "As per Aadhar verification, the age of the deceased was more than (70) years", hence not eligible the claim.

It is stated by the Complainant that the date of birth of the deceased is shown in his Aadhar Card as 01/07/1963. Therefore, as on the date of death, the age of the deceased Hussein was only (57) years. As such, the Opposite Parties are liable to pay the Policy amount as per the terms and conditions of the said Policy.

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Aggrieved by the negligent attitude of the Opposite Party No.1, the present complaint has been filed for deficiency of service and gross negligence acts of Opposite No.1, since the reason for return of claim is not bonafide, illegal, for which the complainant is suffered mental agony and sustained loss as she could not receive the claim amount.

3. After service of notice, the Opposite Parties No.1 and 2 have separately resisted the complaint by filing their respective written versions.

4. The Opposite Party No.1 is LIC of India, has contended that the present complaint is not maintainable either in law or on facts, since there is no any privity of contract exists between the Opposite Party No.1 and the deceased. As per the G.O.Ms.No.63, dated 19/06/2018, the implementation of the Rythu Bandhu Scheme, i.e. Rythu Bhima under Group Life Insurance Scheme, certain guidelines have been framed. As per Clause-IV of the said G.O., the Opposite Party No.2 is nominated as a representative by the Government and he has to act for and on behalf of Government of Telangana and also on behalf of the insured members, who joined in the scheme.

It is also submitted that the Rythu Bhima Scheme has been introduced for the benefit of all the farmers as a social security measure and accordingly, a Memorandum of Understanding was signed with LIC by the Government to provide insurance to the farmers, owing a cent of land in Telangana for sum assured of Rs.5,00,000/- and the premium is to be paid by the Government. The enrollment of farmers is done by the Agriculture and Cooperative Department. The policy period is for one year from 14<sup>th</sup> August of a particular year to 13<sup>th</sup> August of next year. The policy is renewable from year to year by enrolling new members, who are eligible and terminating the members, who are not eligible to the scheme. The farmers, who are pattedars, whose age is in between 18 to 59 years as on 15<sup>th</sup> August are eligible for enrollment under the scheme.

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It is stated that the Opposite Party No.1 has issued Master Policy No.504504504 to the Government of Telangana towards Rythu Bhima Life Insurance Scheme covering for all the eligible and enrolled members.

Coming to the main facts of the present matter, it is stated that the death claim intimation was forwarded to the LIC, i.e. Opposite Party No.1 by Opposite Party No.2 on 13/10/2020, but as per Clause-V of settlement of claims under G.O.Ms.No.63, "the LIC of India reserves the right to cause an investigation made in the genuineness of the claim preferred in respect of the age of the deceased life assured farmer as per the Unique Identification Authority of India website in respect of Aadhar. On verification of the same, the deceased farmer's age band was 70 to 80 years and hence, he was not eligible to cover under the scheme. Accordingly, the claim is rejected and informed to the Nodal Agency through portal on 19/10/2020.

It is also stated that the copy of Aadhar Verification document downloaded from UIDAI website by the officials of the LIC during the course of investigation.

Further stated that, as per the above said G.O., the deceased Badavath Hussein is enrolled by the Nodal Agency by mentioning the date of birth as 01/07/1963 with Aadhar No.3477 4318 9217 for the year from 04/08/2020 to 13/08/2021, vide LIC ID: 1926498. As per the Government Order No.63, the age of the farmer would be determined based on the age mentioned in the Aadhar Card. If in any case, the date and month is not mentioned and the year is mentioned only in Aadhar Card, the default date would be taken as 1<sup>st</sup> July of particular year.

It is contended that the age of the deceased farmer is considered by the Nodal Agency as 01/07/1963 on the basis of Aadhar Card belongs to him. Since the year of birth is only shown as 1963 in the Aadhar Card.

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It is further stated by the Opposite Party No.1 that it was sought for clarification from the Regional Office, UIDAI, Hyderabad, vide letter dated 13/04/2022 on difference in respect of age as per Aadhar. The said Regional Office, vide its letter, dated 27/04/2022 has refused to share information collected or created under the Aadhar Act.

The OP-1 has further stated that LIC of India have received the claim papers from the Opposite Party No.2 on 13/10/2020 and as the deceased age was crossed the eligibility criteria in respect of age, which was found through portal on 19/10/2020 and the same was informed to the Nodal Office. Hence, the Opposite Party No.1 is not liable to pay any claim amount and also other relief as prayed by the Complainant, as there is no deficiency of service on its part. It is further stated that the claim is properly rejected, strictly following the G.O.Ms.No.63 and other norms regarding the scheme. It is, therefore, request the Hon'ble Commission to dismiss the complaint filed against Opposite Party No.1.

5. On the other hand, the Opposite Party No.2 also filed counter denying the facts of the complaint, while admitting some of the facts, such as that the husband of the Complainant, i.e. insured farmer late Badavath Hussein is one of the member under Rythu Bhima Scheme, having Agriculture lands in his village and also the said insured farmer died on 15/08/2020. It is stated that the claim application is forwarded by the Complainant through this Opposite Party No.2 to Opposite Party No.1. In turn, the OP-1 has informed to District Agriculture Officer, Nalgonda, that the age of deceased is more than (70) years and hence not eligible for the claim by the Complainant.

It is also contended that the Complainant suppressed the real facts of the matter. In the present matter, the claim application is submitted on 19/09/2020 within six months after the death of the insured. The fact of suffering of the Complainant is from "suppressio vari and suggestion falsi". The Opposite Party No.2 has admitted that the deceased farmer is one of the member

under the scheme and denied that the Complainant is nominee of the deceased Hussein. It is further stated that the deceased's age is more than (70) years, as such he is not eligible for the claim. It is learnt that the deceased changed the date of birth in Aadhar Card without informing the same to the Nodal Agency of the Government or any person after becoming member to the Rythu Bhima Scheme. It is the duty of the Nodal Agency and also the LIC of India to verify the Aadhar Card, the UIDAI before processing the claim, but on verification, it was found that the deceased farmer's age was (70-80) years, as such the LIC rejected the claim on the said ground that the deceased is crossed the age of (60) years.

It is submitted by the Opposite Party No.2 that there is no deficiency of service on their part and the claim application along with documents submitted by the Complainant was forwarded to the Opposite Party No.1 immediately and there is no role in rejecting the claim by the OP-2. It is the duty of the insurance company to verify the age at the time of allowing the claim. Hence, the complaint is liable to be dismissed and accordingly prayed for dismissal of the same filed against Opposite Party No.2.

6. Exs.A-1 to A-3 are placed by the Complainant and got marked the same basing on the proof affidavit, which filed at the time of filing of the complaint. On behalf of Opposite Party No.1, Mr.M.Venkata Ramana, Manager (L&HPF) of Opposite Party No.1 deposed the facts and got marked the documents as Exs.B-1 to B-5. Sri Kalyan Chakravarthy, Mandal Agriculture Officer, Damaracherla Mandal, Nalgonda District, has deposed the facts on behalf of Opposite Party No.2 through an evidence affidavit and got marked the documents as Exs.B-6 to B-10.

7. Basing on the pleadings, the only crucial point to be considered and determined that, whether the life assured farmer comes under the purview of eligible criteria of age limit as mentioned in the Government Order and the Scheme, incorporated in MoU?.

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8. POINT:

To support the case of the Complainant, three documents have been produced, which marked as Exs.A-1 to A-3.

Ex.A-1 is the Attested copy of Statement of farmers under the scheme. It is evident from Ex.A-1 that the particulars of the said deceased life insured farmer included in the scheme, vide PPB.Number No.T28070040662 and AadharId\_Fld No.3.47743E+11.

9. Ex.A-2 is the copy of Aadhar Card No.3477 4318 9217 of the deceased farmer, which shows that his date of birth was mentioned only year as 1963.

10. Ex.A-3 is the original Insurance Certificate, issued by the LIC in the name of Badavath Hussein (deceased farmer), who joined in the scheme on 14/03/2018 and his wife was nominee under the scheme. The Ex.A-3 is establishing that Agriculture & Co-operative Department of Telangana Government is the Master Policy Holder, vide Policy No.504504504 and the name of the scheme is Telangana Rashtra Rythu Bandhu Saamuhika Jeevitha Bhima Pathakam (OGI) for sum assured of Rs.5,00,000/-. It is also evident from this document that the date of birth of the deceased mentioned as 01/07/1963 with LIC ID.No.1926498 and PPB.No.28070040662.

11. It is observed from records that the date of birth of the deceased farmer has been recorded by the Nodal Officer as well as the LIC since there is no date and month in the Aadhar Card except the year of birth. So, in case only the year is mentioned in Aadhar Card, the default date had been taken as 1<sup>st</sup> July of that particular year and accordingly, mentioned as 01/07/1963 in the Insurance Certificate.

12. On the other hand, the OP-1 has produced five documents, which marked as Exs.B-1 to B-5.

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13. The Ex.B-1 is the copy of G.O.Ms.No.63, dated 19/06/2018, which shows that the Commissioner and Director, Agriculture Department has submitted proposals for sanction of Rythu Bandhu/Bhima Group Life Insurance Scheme for the farmers during the year 2018-2019.

14. It is further evident from the said G.O. that the Government has proposed to introduce Group Life Insurance Scheme for all the farmers, whose age group in between 18-59 as on 15/08/2018 in the State of Telangana, who hold Pattedar Pass-Books in their name, will be eligible for enrollment in the scheme and they would be covered under the scheme for sum assured of Rs.5.00 lakhs, which would be paid on the death of enrolled member for the scheme, to the nominee declared by the farmer, due to any cause.

15. As it is further seen from the said G.O., that a Memorandum of Understanding was also executed in between LIC of India and Government of Telangana based on all discussions and consultations by the Government and signed in the presence of Hon'ble Chief Minister on 04/06/2018 and whatever salient features of MoU are incorporated in the said G.O., so, all the terms and conditions are binding on all the concern parties including the Government and also enrolled member.

16. As such, it is evident from the above said G.O., the Pattedar Pass-Book holders in the state of Telangana are eligible, who are in between the ages of 18-59 years as on 15/08/2018.

17. It is thus, the said G.O. clearly says that the farmers in the age group of 18-59 years as on 15/08/2018 for the year 2018-2019 are eligible to enroll in the said scheme as members. It is further evident that the age of the farmers would be determined based on the age as mentioned in the Aadhar Card. In any case, the only year is mentioned in the Aadhar Card, the default date would be taken as 1<sup>st</sup> July of that particular year.

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18. The said G.O. also speaks that all the details with regard to enrollment of the farmers. So, it is evident that the Register of Insurance Members shall be updated in electronic format in the Rythu Bhandhu-Rythu Bhima portal by the A.E.O. under the supervision of the concerned M.A.O. The M.A.O. concerned shall 100% verify the Forms collected by A.E.O., i.e. amongst other details, it is also to be verified the farmers name and date of birth, which are mentioned in Aadhar and the name and other details of the farmer and nominee has been properly entered in the portal, duly making entries correctly in respect of PPB Number and Aadhar Number etc. in the portal. It is also the duty of the Opposite Parties to verify the UIDAI website before enrolling the farmer's name and age especially by Opposite Party No.2 and also after occurrence of the death, at the time of processing the accidental death benefit by the Opposite Party No.1.

19. Ex.B-2 is the copy of Aadhar Card of the deceased farmer, which already explained above. Ex.B-3 is the Aadhar Verification, through UIDAI, which does not contain the date when it was verified except the Aadhar Number and disclosing the age band as 70-80.

20. Exs.B-4 and B-5 are the letter, dated 13/04/2022 issued by the Manager (L&HPF), LIC of India to the Manager, UIDAI Regional Office, Hyderabad, requesting to give information regarding genuineness of Aadhar Card No.347743189217 with year of birth as 1963, and what age proof has been submitted by Badavath Hussein, while enrollment, what is the correct age of Badavath Hussein as per the records of UIDAI. In response to the Ex.B-4 letter, the concerned UIDAI has replied on 27/04/2022 that the Aadhar Card may be used as a proof of identity/proof of address, however, it may not be used as a proof of date of birth as per OM No.F.No.4(4)/57/186/2016/E&U-pt.II, Dt.20/12/2018 of UIDAI Hqrs, which copy is enclosed with B-5 and accordingly, the UIDAI expresses its inability to accede the request of the LIC. The copy of Office Memorandum, OM No.F.No.4(4)/57/186/2016/E&U-pt.II,

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Dt.20/12/2018 of UIDAI Hqrs, which enclosed with Ex.B-5, dated 20/12/2018 also shows that the UIDAI Authority has clarified regarding the usage of Aadhar. It is further seen from the same Office Memorandum of UIDAI that an Aadhar number can be used for establishing identity of an individual subject to authentication and thereby per se it's not a proof of date of birth and accordingly, suggested all the Central Ministries/Department/State Governments and other implementing agencies may keep in consideration of the same.

21. The Opposite Party No.2 has submitted the documents, which marked as Exs.B-6 to B-10.

22. The Ex.B-6 is the attested copy of Nomination Form, dated 15/06/2018, submitted by Badavath Hussein (Farmer) during his life time, while declaring his wife, i.e. Badavath Chandi, who is Complainant herein as nominee for the said Rythu Bhima Scheme.

23. The Ex.B-7 is the attested copy of Claim Form, submitted by the nominee through Master Policy Holder to the LIC by furnishing all the particulars on 04/09/2020. The copy of Death Certificate and other papers are marked under Ex.B-7 and as per Death Certificate, the insured farmer died on 15/08/2020.

In this regard, it is observed that on comparison of the date of birth mentioned in the Insurance Certificate and the date of death mentioned in the Death Certificate, the deceased farmer did not complete the age of 59 years and as such he is eligible under the scheme. It is the duty of the Nodal Officer/Government to pay the premium for the succeeding insurance years to the LIC and as on the date of death, the Government has to pay the premium to cover the Rythu Bhima for the deceased farmer.

24. The Ex.B-8 is nothing but G.O.Ms.No.63, which already discussed above and no need to reiterate the same.

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25. The Ex.B-9 and B-10 are both authorization letters to deal with the present case by the officers of the Opposite Party No.2.

26. It is further observed that there is no any piece of documentary evidence produced by Opposite Parties that the name of the member has been terminated for the subsequent and succeeding insurance year 2019-2020.

27. The Opposite Parties have failed to verify the age of the deceased farmer at the time of enrollment or at least at the time of subsequent and succeeding year 2019-2020. Further, they have failed to inform the termination of the name from the role of the scheme to the farmer and not removed in the concern portal, which clearly appear that there is negligence and deficiency of service on the part of the Opposite Parties. Though there is failure on the part of the Opposite Party No.2 to maintain the portal record, but it is also the duty of the Opposite Party No.1 to verify the same by way of cross verification to consider the name of the insured. Anyhow, it is not fair on the part of both Opposite Parties to deny the claim by stating that the deceased farmer crossed the age of eligibility after enrolling as member and even after that the eligibility criteria for succeeding year not entered and considered in the portal.

28. It is, therefore, clear that the age of the deceased farmer appears to be within the eligible criteria as on the date of death.

29. It is also observed that the duty of the Opposite Parties that at the time of inducting the name of the farmer in the social welfare scheme, such as Rythu Bhima to verify all the things and accordingly on verification of Aadhar. In view of the age, which was mentioned in Insurance Certificate by Opposite Party No.1, the claim of the Complainant is cogent evidence and also substantiating the claim of the Complainant from all the angles.

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30. The Opposite Party No.2 though without any verification stated the facts, however in view of the G.O. and also on the substantial proof of the facts and law, we are not inclined to direct them any order and hence the Complaint against Opposite Party No.2 is liable to be dismissed.

In view of the aforesaid observations, discussions and considering all the contentions and rival contentions of both parties, the Complainant, being a nominee has got every right to get the death sum assured of Rs.5,00,000/- on account of the death of deceased farmer.

In the result, the complaint is partly allowed, directing the Opposite Party No.1 to pay Rs.5,00,000/- (Rupees Five Lakhs only) towards sum assured under Rythu Bhima Scheme and also a reasonable compensation of Rs.30,000/- (Rupees Thirty thousand only) plus interest @ 9% p.a. on the sum assured of Rs.5,00,000/- from the date of registering of the present consumer complaint, i.e. 03/03/2022 till its realization, besides Rs.10,000/- (Rupees Ten Thousand only) towards costs of the complaint, within (30) days from the date of receipt of this Order, to the Complainant by way of depositing the entire awarded amount including interest, compensation and costs into this Commission, so as to pay the same to the Complainant. The complaint against Opposite Party No.2 is hereby dismissed without any costs.

Dictated to Steno-Typist, transcribed by him, corrected and pronounced by us in the open Commission on this 14<sup>th</sup> day of June, 2024.

FEMALE MEMBER

MALE MEMBER

PRESIDENT

**APPENDIX OF EVIDENCE**  
**WITNESSES EXAMINED**

**For Complainant:**

Affidavit of the Complainant.

**For Opposite Parties:**

Affidavit of Opp.Party No.1.  
Affidavit of Opp.Party No.2.

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**EXHIBITS MARKED**

**For Complainant:**

Ex.A-1	--	Particulars of Rythu Bandhu Scheme pertaining to the farmers including the deceased farmer.
Ex.A-2	--	Xerox copy of Aadhar Card of the deceased farmer.
Ex.A-3	--	Attested copy of Rythu Bandhu Insurance Certificate, issued by LIC.

**For Opposite Party No.1:**

Ex.B-1	Dt.19/06/2018	Attested copy of G.O.Ms.No.63, issued by Govt.of Telangana.
Ex.B-2	--	Attested copy of Aadhar Card of the deceased farmer.
Ex.B-3	--	Attested copy of Aadhar Verification.
Ex.B-4	Dt.13/04/2022	Attested copy of letter issued by Opposite Party No.1 to the UIDAI Regional Office, Hyderabad to obtain particulars of the Aadhar of the deceased farmer.
Ex.B-5	Dt.27/04/2022	Attested copy of letter issued by the O/o UIDAI to the LIC of India along with copy of Office Memorandum, dated 20/12/2018 for clarification regarding usage of Aadhar.

**For Opposite Party No.2:**

Ex.B-6	Dt.15/06/2018	Attested copy of Nomination Form.
Ex.B-7	Dt.04/09/2020	Attested copy of Claim Form along with Part-B&C of the Claim Form, i.e. Discharge Receipt and also particulars of the Bank of Claimant along with other documents, such as Death Certificate of the deceased, Aadhar Card of the nominee and deceased farmer and other papers.
Ex.B-8	Dt.19/06/2018	Attested copy of G.O.Ms.No.63, issued by Govt.of Telangana.

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- Ex.B-9      Dt.31/01/2024      Authorization Letter, issued by Director of Agriculture, Hyderabad addressing to this Commission, authorizing the D.A.O., Nalgonda to attend the proceedings on his behalf in this matter.
- Ex.B-10      Dt.05/02/2024      Authorization Letter, issued by D.A.O., Nalgonda, addressing to this Commission, authorizing the M.A.O., Damaracherla to attend the proceedings on his behalf in this matter.

PRESIDENT  
DISTRICT CONSUMER DISPUTES  
REDRESSAL COMMISSION,  
NALGONDA