

STATE CONSUMER DISPUTES REDRESSAL COMMISSION

Bihar Patna
Appeal No. 114 of 2015

1. The New India Assurance Company Limited, Regional Office, 6th & 7th Floor, BSFC Building, Frazer Road, Patna-800001.
 2. The Branch Manager, The New India Assurance Company Limited, B O, Danapur, Setichoura, Takiya, P.O.- Digha, Dist.- Patna-12.
- Appeal and Appellant through the Manager and constituted Attorney, new India Assurance Company Limited, Regional Office, BSFC Building, Frazer Road, Patna-1.

..... **O.P-3 &4/Appellant**
Versus

1. Janardan Pandey, S/O- Late Ramsidh Pandey, R/O- Village- Khakhaniya, P.O.- Mokar, P.S.- Agrer, Distt.- Rohtas.
..... **Complainant/ Respondent.**
2. Regional Manager, Madhya Bihar Gramin Bank, G.T. Road, Sasaram, Rohtas
3. Branch Manager, Madhya Bihar Gramin Bank, Sasaram, Rohtas.
..... **O.P-1 &/Respondent**

Counsel for the appellants: Mr. Durgesh Kumar Singh.
Counsel for the Respondents: None

BEFORE:

Hon'ble Mr. Justice Sanjay Kumar, President
Mr. Raj Kumar Pandey, Member
Mr. Ram Prawesh Das, Member

Order

Date-19.06.2024

Per; Hon'ble Mr. Justice Sanjay Kumar, President

1. This appeal has been filed on behalf of Appellant (O.P. no.3 & 4) against the judgment and order dated 23.05.2025 passed by the District Consumer Forum, Rohtas (Sasaram) in Complaint Case no.32/2012 whereby and where under appellants have been directed to pay Rs.2,00,000/- with interest in the KCC Account No.215 within a period of two months from the date of order.
2. Briefly stated the facts of the case is that complainant no.1 Janardan Pandey is father and complainant no.2 Babi Devi is widow of deceased insured Pramod Kumar Pandey.

R.K. Pandey
19. 06. 2024

3. Opposite party no.1 and 2 (Madhya Bihar Gramin Bank Branch at Sasaram) provided KCC loan to the deceased Pramod Kumar Pandey bearing KCC Account No.215 dated 09.01.2007 of Rs.2,00,000/-. KCC loanee was insured by the Bank under Personal Accident Life Insurance Scheme (PAIS) by National Insurance Company Ltd. Danapur, Branch. Premium of the policy was deposited by the bank from loan account of the deceased loanee. Complainant no.2 was nominee under the insurance policy.
4. Unfortunately, loanee/insured Pramod Kumar Pandey was killed on 05.01.2008 and opposite parties were immediately informed about the incident. Complainant submitted claim within time to the bank to get the benefit under PAIS scheme, but in spite of best efforts made the loan account was not closed due to non-payment of sum assured amount by the insurance company.
5. Madhya Bihar Gramin Bank, Sasaram Branch informed that claim Branch has not send the sum assured amount under PAIS and thereafter several reminder were send but the claim has not been settled by the National Insurance Company Ltd. Complainant thereafter send legal notice to opposite parties but same remain un-replied as such consumer complaint case was filed in the District Consumer Forum, Sasaram, Rohtas. Notices were issued to opposite parties for their appearance.
6. Opposite party no.1 and 2 Madhaya Bihar Gramin Bank in their written statement have admitted that deceased Pramod Pandey was provided credit facilities as KCC Loan to the extent of Rs.2,00,000/- on 09.01.2007 after completing all the formalities under banking norms. Under KCC loan all the borrower were extended the facilities of PAIS through New India Assurance Company Ltd., Danapur, the designated branch of the Insurance Company for extending the facilities of PAIS scheme.
7. Complainants lodged claim under PAIS scheme in the bank on 19.02.2008 which was duly forwarded to New India Assurance Company Ltd. for settlement of claim. Claim has to be settled by the Insurance Company and opposite party bank has no role in processing the claim except of providing required informations/documents to the insurance company for settling the claim. Opposite party Bank had facilitated, the insurance under PAIS scheme as per establishes guidelines/norms.
8. After receipt of information about the death of loanee/insured opposite party bank forwarded the claim to the insurance company on 19.02.2008 along with necessary document/papers. Opposite party bank and its officials have answered all the queries as raised by the insurance company

R.K. Pandey
19.06.2024

through number of letters and reminders and last reminder to the insurance company for settlement of insurance claim was send on 24.09.2010 and opposite party bank is awaiting insurance claim.

9. Opposite party no. 3 & 4 Insurance Company stated that complainant is not a consumer of opposite party. Complainant has not submitted any policy document as such complainant are not entitled for any relief.
10. The District Consumer Forum after hearing the parties and considering the oral as well as documentary evidences available on record held that deceased had K.C.C. account no.215 dated 09.01.2007. Rs.2,00,000/- loan was provided under KCC, which was insured by the New India Assurance Company Ltd. under personal accident life insurance policy. It is also an admitted position that original loanee was killed during the period of insurance and claimant lodged their claim in the bank within the stipulated period, which was forwarded by the bank to the insurance company for payment of insurance claim and as such insurance company is liable to pay the insurance claim and allowed the complaint case by its order dated 23.03.2015, aggrieved by which present appeal been filed on behalf of Insurance Company.
11. It is submitted on behalf of counsel for the appellant that neither the complainant nor the bank has come with specific case that there was an insurance by mentioning the policy number and bringing on record the policy paper. There is no proof in respect of existence of any insurance policy and premium paid to appellant. As policy particular was not known claim could not be settled. In absence of insurance policy no claim can be settled.
12. Heard counsel for the appellant. Perused the impugned order as well as materials available on record.
13. It ^{is} an admitted fact that deceased Pramod Kumar Pandey had taken Rs. 2,00,000/- KCC loan from Madhya Bihar Gramin bank having account no.215 and loanee was insured by the appellant insurance company. Premium amount was also paid from the loan account of deceased Pramod Kumar Pandey. All the KCC loanee who are farmers were insured by the bank through the New India Assurance Company Ltd. under the scheme. Since the premium for Insurance was deducted by the bank from the loan account and was send by the bank to the insurance company as such insurance company cannot deny it liability to pay the insurance claim in the account of deceased loanee.

R.K. Pandey
19.06.2024

14. Appellant insurance company has nowhere denied of not receiving the premium amount for insurance of deceased Pramod Kumar Pandey. In the loan account deduction has been shown in the statement of account of bank. Insurance company has also not denied insurance of other KCC loanee as bank has made specific statement that all KCC loanees were insured by the insurance company after paying the premium amount to the insurance company from the loan account of KCC loanee.
15. If even after receipt of premium amount insurance policy was not issued by the insurance company than for the fault of insurance company complainant cannot be made to suffer.
16. Complainants who are legal heirs cannot be made to suffer on account of any latches or lapses of the opposite parties. Opposite party bank has fully supported the claim of complainant and has admitted that deceased loanee was sanctioned loan under KCC account. Premium for insurance was deducted from his loan account and remitted to the insurance company as such claim of complainant cannot be denied by the insurance company. The deceased loanee died during the period of insurance as such insurance company was liable to pay the insurance claim amount in the KCC loan account of deceased account holder and non payment of Insurance claim cannot be justified.
17. This commission does not find any error or infirmity in the judgment and order passed by the District Consumer Forum, requiring any interference by this State Commission in appeal.
18. Appeal is devoid of any merit and is accordingly dismissed.
19. A Copy of this order be supplied to both the parties free of cost as mandated by the Consumer Protection Act. The order be uploaded forth with on the Confonet of the Commission.
20. Let the file be consigned in the record room along with copy of this order.