

**DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, UNA, CAMP AT SOLAN , DISTRICT
SOLAN , HIMACHAL PRADESH.**

Consumer Complaint No. : 30/2019
Date of Presentation : 09-04-2019
Date of Decision : 01-04-2024

In the matter of :-

Seeto Devi wife of Pritam Singh resident of Village
Dhana, Post Office Bhatian, Tehsil Nalagarh, District
Solan, HP.

-----Complainant

Versus

1. Punjab National Bank having its main branch at
Nalagarh, Tehsil Nalagarh, District Solan, HP,
through its Branch Manager.
2. PNB Metlife LIC Ltd., Platinum Tower, 4th Floor
Sohna Road, Sector 47, Gurgaon, now Gurugram –
122018 through its Managing Director.

---- Opposite parties

**Complaint under Section 12 of The
Consumer Protection Act, 1987.**

Before: Mr. D.R. Thakur, President.
Shri. Vijay Lamba, Member
Mrs. Neelam Gupta, Member

For Complainant : Shri Gaurav Thakur, Adv.,
For opposite party 1: Shri Aditya Singh, Adv.
For Opposite party 2: Shri Sheesh Ram, Adv.

ORDER :- Per Mr. D.R. Thakur, President.

The facts, in brief , are that Smt.
Manjeet Kaur wife of Lekh Ram and daughter-in-law
of complainant was having Saving A/c No.
2721000109296982 with opposite party No.1.
Opposite party No.1 was also working as agent of
opposite party No.2 for selling insurance policy on

behalf of opposite party No.2. At the instance of opposite party No.1 deceased Manjeet Kaur agreed to purchase policy from opposite party No.2 and opposite party No.1 deducted Rupees 8,579/- towards payment of premium on 01-08-2016 vide application No. 21144184 dated 01-08-2016 and policy number intimated to deceased was 21958642. A sum of Rupees 11 Lac was insured through said policy. Complainant is entitled to get benefit of policy as a consumer. Under the policy, accidental benefits was double in case of accidental and unnatural death during subsistence of account holder and in case of unnatural death a sum of Rupees 22 Lac was payable to the beneficiaries. Opposite parties have undertaken to pay said amount to insured. On 20-08-2016 Manjeet Kaur died due to snake bite and rapat was filed before Police Station Nalagarh. Complainant is only legal heir behind the deceased as Manjeet Kaur died as issueless having predeceased her husband. A claim was lodged with opposite parties and all cordal formalities were completed by complainant to process the claim as required by opposite parties but claim was not given to complainant. It was

disclosed by opposite party No.1 that amount of premium was refunded to deceased instead of paying the claim. There is deficiency in service on behalf of opposite parties and complainant has suffered mental torture and harassment due to act of opposite parties and therefore, it has been prayed that this complaint be allowed.

2. Reply was filed on behalf of opposite party No.1 wherein preliminary objections of maintainability and locus standi have been taken. It has been submitted that as per record of bank, premium of policy of Rupees 8579/- was remitted to the account of opposite party No.2 as per instruction of Smt. Manjit Kaur. On merits, similar facts have also been submitted and therefore dismissal of complaint has been sought.

3. Reply was filed on behalf of party No.2 wherein preliminary objections of maintainability and locus standi have been taken. It has been admitted that Manjit Kaur approached opposite party No.2 towards purchase of the policy particulars which she has submitted in proposal form bearing application No. 211441894 dated 01-08-2016. Contents of said proposal form have

also been mentioned in its reply by opposite party No.2 wherein it has been admitted that premium amount was Rupees 8579/- and proposed sum assured was Rupees 22,75,000/-. It has been submitted that while processing the insurance proposal form, company came to know that proposer had not filed the complete documents required for issuance of insurance policy. Therefore, this policy cannot be processed and hence the case was converted to 'not take up status' and premium amount of Rupees 8579/- received against insurance policy was refunded to customer's account on 05-10-2016. It has been submitted that company has not sent any policy certificate as there was no complete contract between the parties. Therefore, dismissal of complaint has been sought.

4. Two different rejoinders were filed by complainant wherein contents of reply filed by opposite parties were denied and refuted and contents of complaint were reaffirmed and reasserted.

5. Both the parties led evidence in support of their respective pleadings.

6. We have heard learned counsel for the parties and gone through the record of case file carefully.

7. The parties have produced relevant documents on the file in order to prove their contentions. Facts admitted by the parties are that complainant is mother-in-law of deceased Manjit Kaur and said Manjit Kaur had saving account with opposite party No.1.. Manjit Kaur had died on 20-08-2016 which is also clear from death certificate Annexure C-2. Complainant is admittedly legal heir of Manjit Kaur which is also clear from Legal Hair Certificate Annexure C-4 issued by competent authority. Contention of complainant is that Manjit Kaur had taken life insurance policy from opposite party No.2 at the instance of opposite party No.1 for total assured sum of Rupees 22,75,000/- and half yearly premium of Rupees 8579/- was paid by said Manjit Kaur. Due to snake bite said Manjit Kaur died on 20-08-2016 and thereafter complainant being legal heir of said Manjit Kaur asked for assured amount of Manjit Kaur but it was not paid to her.

8. It is contention of complainant that deceased had paid premium for insurance which has been received by opposite party No.2 but despite requests made by complainant no amount has been paid by opposite party No.2 to complainant. Learned counsel for complainant has also argued that policy number has been mentioned on Annexure C-1 i.e. Saving Passbook of deceased which was told to the deceased but this Annexure C-1 is not document of opposite party No.2 and even no any person from the bank or insurance company has been produced to prove that this policy number was given to complainant. Contention of opposite parties is that amount of premium was paid back to complainant as offer of complainant was not accepted. Admittedly proposal form was received by opposite party No.2 and premium amount was also received but it was not accepted by opposite party No.2 as formalities were not completed by complainant. Learned counsel for opposite party No.2 has argued that contract between the complainant and opposite parties is not complete as offer given by complainant is not accepted. It is settled law that insurance policy is

the contract between insured and insurer and proposal of insured must be accepted by insurer. Opposite party No.2 has referred 1984(2) SCC 719 Life Insurance Corporation of India Versus Raja Vasai Reddy Komalavalli Kamba and Ors. . In this case Hon'ble Apex Court has held that in case of insurance proposal, silence does not denote consent and no binding contract arises until the person to whom offer is made says or does something to signify, his acceptance. Acceptance must be conveyed to the offerer and mere delay in giving answer cannot be construed as acceptance. In the present case the proposal form was received by opposite party No.2 but it was not accepted as acceptance was not conveyed to the deceased. No insurance policy was issued and even complainant has not produced any record of insurance policy. In the same judgement, it has been held that mere receipt and retention of premium or mere preparation of the policy document is not the acceptance. No doubt, in the present case amount of premium has been received by opposite party No.2 but the same cannot be automatically said to be acceptance as acceptance was not conveyed to

the deceased nor the insurance policy was issued. No any case law has been produced by complainant to prove its contrary. Therefore, it stands proved that no contract has been completed between the parties and complainant is therefore not entitled to the amount. Therefore, is no deficiency in service on behalf of opposite parties. Hence, complaint cannot be allowed.

9. No other point urged or argued on behalf of the parties.

10. In view of above discussion the present complaint is dismissed. No orders as to costs. Let certified copy of this order be sent to the parties free of cost as per rules. The file after due completion be consigned to Records.

Announced
01-04-2024

(D.R. Thakur)
President

(Vijay Lamba)
Member

(Neelam Gupta)
Member