

(1999) 06 NCDRC CK 0009

In the National Consumer Disputes Redressal Commission

BRAJENDRA KR. SHARMA

APPELLANT

Vs

MANAGER, L.I.C.I.

RESPONDENT

Date of Decision : 16-06-1999

Acts Referred:

Citation : 1999 3 CPJ 321

Hon'ble Judges : S.C.Datta , Monoranjan Ghosh J.

Final Decision : Appeal dismissed

Judgement

1. THIS is complainant's appeal against the order of dismissal dated 6.7.1998.
2. THE complainant submitted a proposal with the opposite party for an Insurance Policy for a sum of Rs. 2,00,000/- covering a period of 15 years and deposited Rs. 15,213/- with the opposite party alongwith the Proposal Form on 30.3.1996. THE medical check-up of the complainant was done. THE opposite party asked the petitioner for another medical check-up and to give a declaration to the effect that he had not been treated for Tuberculosis during the preceding 10 years. He was further advised to consult a particular cardiologist at Woodlands Nursing Home, Calcutta. THE complainant went through several medical check-ups in order to see for himself as to whether he was keeping sound health. All the medical reports were normal. In this way, the matter dragged on and as there was delay in accepting the proposal the complainant urged for refund of the money deposited by him with the opposite party which was done on 2.1.1997. According to the complainant the most precious opportunity to secure a cover for his life was lost and a substantial damage was done to him. Accordingly, he approached the Forum for a compensation for the sum of Rs. 2,00,000/-. The opposite parties disputed the claim of the complainant by filing a written objection wherein it has been stated that the complainant being not a consumer is not entitled to get any relief under the Consumer Protection Act. According to the opposite parties no contract was concluded by the opposite party with the complainant while accepting the proposal for Insurance Cover. It has been alleged that the complainant had been

suffering from chronic Bronchitis which was suppressed by the complainant in the Proposal Form. The opposite party submits that they have done nothing wrong in not accepting the proposal for Insurance on the life of the complainant.

It is accepted that the Complainant deposited a sum of Rs. 15,213/- for the purpose of taking out an Insurance Policy for a sum of Rs. 2,00,000/- on 30.3.1996. The said amount was refunded to the complainant on 2.1.1997. The complainant alleges that because of delay in accepting the proposal for Life Insurance he has suffered much and as such he has prayed for a compensation of Rs. 2,00,000/-. It is apparent that at no point of time the proposal of the complainant was accepted by the opposite party. So, there has not been any concluded contract between the parties so as to bind the Insurance Company. The Forum observed that in the absence of a valid contract between the parties, the complainant cannot be said to be a consumer within the meaning of Section 2(d) of the C.P. Act. Reliance has been placed upon a case reported in AIR 1994 SC 1014. It appears that the Forum also took note of another decision reported in (1) 1993 CPR 477 to conclude that mere receipt and retention of premium does not give rise to a contract till acceptance of proposal was indicated. Here in this case the proposal of the complainant was never accepted. So, there was no concluded contract between the parties. The Forum was, therefore, absolutely correct in coming to the conclusion that the complainant cannot be regarded as a consumer within the meaning of Section 2(d) of the C.P. Act, 1986.

3. THE Forum noticed further that the complainant did not give his reply to the queries raised by the opposite party in the special questionnaire. It appears that the complainant did not furnish any material to show how much loss he sustained because of failure on the part of the respondent to issue a policy in his favour. THEREfore, having regard to the facts and circumstances of the case we are of clear opinion that the Appeal is without any merit and is liable to be dismissed which we hereby do. THE appeal fails and is dismissed on contest without cost. Appeal dismissed.