

(2003) 06 NCDRC CK 0059

In the National Consumer Disputes Redressal Commission

CHALLA PARABRAHMA RAO

APPELLANT

Vs

DIVISIONAL MANAGER, LIC OF INDIA

RESPONDENT

Date of Decision : 10-06-2003

Acts Referred:

Citation : 2004 2 CPJ 107

Hon'ble Judges : P.Ramakrishnam Raju , Mamata Lakshmana , C.P.Suresh J.

Final Decision : Appeal dismissed

Judgement

1. THIS is an application to condone the delay of 90 days in filing the appeal. What is stated in the petitioner's affidavit is that the complaint filed by him was dismissed by the District Forum, Visakhapatnam on 21.10.2002. As he was transferred to Hyderabad from Visakhapatnam during the year 2002 he was pre-occupied with bench work and inspection work and he could not contact his Advocate at Visakhapatnam.

2. WHEN he visited Visakhapatnam in March, 2003 he came to know from his Counsel that C.D. No. 521/2001 was dismissed on 21.10.2002. Then he immediately filed the appeal. Hence there is a delay of 90 days in filing the appeal. We cannot accept this explanation. It cannot be believed that the petitioner was busy and he had no time to contact his Advocate at Visakhapatnam from 21.10.2002 to 20.3.2003. He himself has neglected to find out the result of the case and as such he himself is responsible for the consequences. The vested right accrued to the respondent cannot be likely interfered with for no fault of the opposite parties. The petition is devoid of merits and is accordingly dismissed. Even otherwise there are no merits in the appeal.

The appellant had taken "Jeevan Suraksha" policy from the opposite parties on 25.3.2000 by making a deposit of Rs. 10,000/-. The opposite party by its letter dated 27.5.2000 informed the complainant that the policy will be accepted without covering the risk of life subject to his consent. As there was no response the opposite party refunded the amount after deducting medical charges.

However, the complaint is filed claiming a sum of Rs. 1 lakh towards damages for mental agony on the ground that there is deficiency in service on the part of the opposite party in arbitrarily rejecting the proposal and imposing onerous conditions.

3. IT is contended by the respondent that the complainant was having history of bypass surgery, as such the proposal was referred to the central office. Therefore, they write Ex. A8 letter asking the complainant to convey his consent for finalising the proposal without life cover. Of course the complainant also at one time sought for refund of the amount with interest at 18 per cent under Ex. A10 letter dated 19.9.2000 for which a reply was sent stating that the proposal was sent to Central Medical Referee and as per the advice of the Medical Referee the proposal will be accepted without life cover, if it is not acceptable to him he can seek for refund of the deposit. Accordingly the opposite party sent a cheque under Ex. A13 with a covering letter Ex. A14 stating that Rs. 9,900/- was sent after deducting medical fee, etc. The District Forum found that there is no deficiency in service on the part of the opposite parties in the procedure adopted by them. As the policy was not issued we are of the opinion that there is no concluded contract between the parties, as such the finding of the District Forum that there is no deficiency in service cannot be interfered with. The appeal, therefore, fails and is accordingly dismissed. Appeal dismissed.