(2006) 03 NCDRC CK 0041

In the National Consumer Disputes Redressal Commission

DIRECTOR GENERAL OF POLICE, CHANDIGARH — APPELLANT

Vs

JEEVAN LATA — RESPONDENT

Date of Decision : 27-03-2006

Acts Referred:

Citation : 2006 1 CPR 330 : 2006 2 CLT 286 : 2006 2 CPJ 119

Hon'ble Judges : K.S.Gupta , P.D.Shenoy J.

Final Decision : Appeal allowed

Judgement

1. THIS appeal is directed against the order dated 25.3.1996 of Consumer Disputes Redressal Commission UT, Chandigarh allowing complaint with direction to Director General of Police - appellant No. 1/opposite party No. 2 and Oriental Insurance Co. Ltd./opposite party No. 1 to pay amount of Rs. 1,00,000/- with interest and cost to Jeevan Lata-respondent/complainant.

2. TILAK Raj, husband of the respondent who was in service of Punjab Police, was posted as Constable in the office of Sr. Supdt. of Police at Hoshiarpur. He was covered for a sum of Rs. 1,00,000/- under the Group Personal Accident Insurance Claim policy purchased by appellant Nos. 1 and 3 from Oriental Insurance Co. Ltd. for the period from 25.6.1990 to 25.7.1991. It was alleged that the car carrying TILAK Raj and other officials to Chandigarh on official tour met with an accident on 5.9.1990. As a result of accident TILAK Raj received serious injuries and he remained admitted in PGI, Chandigarh from 5.9.1990 to 13.10.1990. He was shifted to Civil Hospital, Hoshiarpur where he remained admitted from 13.10.1990 to 24.1.1991. After that he was outdoor patient upto 29.8.1992 when he died. It was alleged that he remained in state of coma throughout the said period. On claim made not being settled, the respondent filed complaint which was contested by filing written version by appellant Nos. 1 and 3 as also Oriental Insurance Co./opposite party No. 1. For deciding appeal, the pleas taken in two written versions need not be referred to in detail. Complaint was accepted by the State Commission in the manner noticed above. Contention advanced by Mr. R.K. Pandey for appellants was that appellants were

the agents of Oriental Insurance Co. Ltd. and it is, thus, the sole liability of Insurance Co. to pay the entire awarded amount. However, submission advanced by Mr. Manish Singh for Insurance Company was that the death of Tilak Raj had ensued much beyond 12 calendar months of the accident and Insurance Company is, therefore, not liable to pay any amount under the policy in question. In support of submission, our attention was drawn to some of the clauses of the policy at pages 15 to 16A. To be only noted that such a plea was not taken in the written version filed by the Insurance Co. before the State Commission nor has it filed any appeal against Commission''s order meaning thereby that qua Insurance Company, that order has attained finality, it was pointed out that Insurance Company has even paid 50% of the assured amount to the respondent. Under the type of policy at pages 15 to 16A, the appellant No. 1 was/ is an agent of the Insurance Company as held in Delhi Electric Supply Undertaking v. Basanti Devi and Another, III (1999) CPJ 15 (SC)=VIII (1999) SLT 279=(1999) 8 SCC 229 and Chairman, Life Insurance Corporation and Ors. v. Rajiv Kumar Bhasker, V (2005) SLT 567=(2005) 5 Scale 668. It was, thus, the liability of Insurance Company to pay the entire awarded amount to the respondent. Order of State Commission, therefore, deserves to be modified to that extent.

Accordingly, while allowing appeal, aforesaid order dated 25.3.1996 is modified to the extent that it is Oriental Insurance Company and not appellant No. 1 who is liable to pay the awarded amount to the respondent. No order as to cost. Appeal allowed.

