

(2015) 12 NCDRC CK 0042

In the National Consumer Disputes Redressal Commission

Case No : 2045 of 2015

DIRECTOR OF INSURANCE

APPELLANT

Vs

BHARATSINH RANJIT PADHIYAR & 3 ORS

RESPONDENT

Date of Decision : 01-12-2015

Acts Referred:

[Consumer Protection Act, 1986](#), [Section 2\(1\)\(d\)](#), [Section 2\(1\)\(II\)](#) - Definitions - Definitions

Citation : 2016 1 CPR 49

Hon'ble Judges : V.K. Jain

Advocate : Jesal Wahi, Kabir Hathi, Pawan Kumar Ray, Kapil Chawla

Judgement

1. On 26.01.1996, Government of Gujarat launched a Scheme to provide an insurance cover in case of accidental death/permanent disability of account holding farmers. As per the Scheme, the benefit was to be available in case of accidental death or permanent disability of farmer owning agricultural land in his own name provided that the area of the irrigated agricultural land owned by him was not more than 5 hectares. The Scheme was introduced through National Insurance Company Ahmedabad at the premium amount of Rs.1.197 per land account holding farmer. The premium for the insurance cover provided to the farmer was paid by Government of Gujarat.

2. In R.P. No.2045 of 2015, the complainant, who is the father of the deceased Krunal Bharatsinh Padhiyar, approached the District Forum by way of a complaint seeking benefit of the insurance cover available under the aforesaid scheme of the Government of Gujarat.

3. In R.P. No.2046 of 2015, the complaint was filed by one Ashokbhai Savjibhai Kanani seeking benefit of the insurance cover on account of death of his wife late Smt.Rasilaben in an accident.

4. The complaints were allowed by the District Forum.

5. Being aggrieved from the order passed by the District Forum, the Director of

Insurance, Government of Gujarat filed separate appeals challenging the said order. The said appeals having been dismissed vide the separate impugned orders the said Director of Insurance is before this Commission by way of these revision petitions.

6. It is submitted by the learned counsel for the petitioner that since no consideration was paid by the deceased or by the complainant, the complainant was not a consumer as defined in Section 2 (1) (d) of the Consumer Protection Act and therefore the consumer complaint was not maintainable. I however find no merit in this contention. Section 2(1)(d)(ii) of the Consumer Protection Act to the extent it is relevant provides the term consumer includes any beneficiary of the service for consideration paid or promised by another person and such services are availed with the approval of the person paying the consideration. Under the Scheme of the Government of Gujarat, the insurance premium was payable by the said Government to National Insurance Company. Therefore, the beneficiary under the Scheme would be a consumer though of the insurance company and not of the Government of Gujarat. Unfortunately, instead of filing the complaint against the insurance company, the complainant chose to file the same against the Government of Gujarat, without impleading the insurance company as a party to the complaint.

7. As noted earlier, the benefit of the Scheme was available in the case of death of an account holder farmer, who owned agricultural land in his own name. In case the account holder had died, the benefit was also available to one legal heir of the account holder.

8. In R.P. No.2045 of 2015, a perusal of the record would show that the agricultural land was owned by the complainant and not by the deceased. Since the benefit of the insurance cover was available only in case of death of the farmer in an accident, the complainant was not entitled to the said benefit on the death of his son who died in an accident, he not being an account holding farmer. Therefore, the fora below were not justified in granting the said benefit to the complainant.

9. In R.P. No.2046 of 2015, admittedly the complainant, who is the husband of the deceased, is the account holder farmer. The benefit of accidental insurance therefore was not available to him on account of death of his wife in an accident, his wife not being the account holder. Though the benefit of the accidental cover would be available in the case of accidental death of one of the legal heir of the deceased account holding farmer, that benefit obviously would be available only where the account holder is no more alive and thereafter one of his legal heir dies in an accident. In R.P. No.2046 of 2015, the account holder being still alive, no one can be his legal heir and therefore the benefit of the insurance cover was not available on the accidental death of his wife.

10. For the reasons stated hereinabove, the impugned orders are set aside and the complaints are consequently dismissed, with no order as to costs.