(2000) 02 NCDRC CK 0039

In the National Consumer Disputes Redressal Commission

DIVISIONAL MANAGER, L.I.C. OF INDIA APPELLANT

Vs

Y.RATNAMMA RESPONDENT

Date of Decision : 21-02-2000

Acts Referred:

Citation : 2000 1 CPJ 548

Hon'ble Judges : S.Parvatha Rao , Mamata Lakshmanna J.

Final Decision : Appeal dismissed

Judgement

1. THIS appeal has been filed by the Divisional Manager, LIC of India, Divisional Office at Nellore, opposite party No. 2 in the original C.D. against the order of the District Forum, Nellore in C.D. 48/98, dated 30.6.1999. The original petition in the C.D. was filed by the complainant, Smt. Y. Rathnamma against the Branch Manager (Sr.), LIC, Atmakur and Divisional Manager, LIC of India, Divisional Office, Nellore stating that her husband Y. Chandrayya took a Life Insurance Policy with accident benefit vide Policy No. 650532193 for Rs. 10,000/- from the appellant. After more than 5 years on 4.5.1996 her husband fell from palm tree and succumbed to injuries and died on the spot. The Village Administrative Officer was informed who after investigation recorded it in the village records. The complainant informed the opposite party immediately with a request to pay Rs. 10,000/- alongwith benefits accrued. The first opposite party through its letter dated 31.10.1996 repudiated the claim though the complainant had sent the necessary documents like death certificate issued by Mandal Revenue Officer, Jaladanki, the certificate issued by Village Administrative Officer, Chodavaram and also an affidavit duly notarised by the Sarpanch of the Chodavaram village. Since according to her all the necessary documents were filed rejecting the claim was arbitrary. She, therefore, requested the District Forum to direct the opposite parties to pay the accident benefit of Rs. 10,000/- with 24% interest from 4.5.1996, Rs. 5,000/- towards mental agony and Rs. 1,000/- towards costs.

2. IN the counter appellant/opposite parties stated that they denied all the allegations, the investigations conducted by Village Administrative Officer was

not accepted as it was not conducted under the direction of the District Collector and since there was no eye witness the death was under suspicious circumstances and, therefore, post-mortem report and police inquest reports were necessary to prove that it was an accident, therefore, the complainant could not prove that the death was by accident to the satisfaction of the opposite parties. The District Forum observed that since it was not a criminal act no police complaint was filed and on the basis of the certificate given by the Village Officer (Ex. B2) and the certificate given by the Sarpanch of Chodavaram Gram Panchayat attested by several villagers (Ex. B4) the opposite parties paid the basic sum of Rs. 10,000/- i.e. policy amount, but denied accident benefit. Hence, District Forum directed the opposite parties to pay Rs. 10,000/- to the complainant together with interest @ 12% p.a. from 21.10.1996 till the date of repudiation (Ex. B3) and also awarded costs of Rs. 1,000/-.

The appeal was filed by opposite party No. 2 stating that the basic sum assured of Rs. 10,000/- alongwith bonus was paid to the complainant on 31.8.1996 and she was asked to produce First Information Report, Post Mortem Report and police inquest report to settle the accident benefit and two reminders were sent in this regard on 16.5.1995 and 31.8.1995. The claimant replied that because it was an accident and not a crime she only informed the Village Administrative Officer and Sarpanch. Since this was not accepted by the Competent Authority of opposite parties she filed C.D. 48/98 before the District Forum, Nellore.

3. IN the grounds the appellant stated that it was a natural death and not due to fall as there were no eye witnesses and no other evidence had been produced. The terms as per double benefit scheme was, therefore, not fulfilled as First INformation Report, Post Mortem Report and police enquiry report which were required were not produced. Under the Clause (b) of the policy it reads as follows : "Death of the Life Assured : to pay an additional sum equal to the sum assured under this policy, if the Life Assured shall sustain any bodily injury resulting solely and directly from the accident caused by outward, violent and visible means and such injury shall within 90 days of its occurrence solely, directly and independently of all other causes result in the death of the Life Assured." We do not find mention of any First Information Report, Post-mortem Report or medical report as mandatory. Since the complainant''s husband fell from the palm tree and died on the spot there was no question of filing FIR as there was no crime committed.

4. THE complainant filed Exs. A1 to A5 and the opposite parties filed Exs. B1 to B4. Ex. A3, repudiation letter, dated 31.10.1996 states as follows : "We regret to inform you that the Competent Authority after examining thoroughly your plea for consideration of accident benefit has decided to reject your claim for additional sum assured towards accident benefit in the absence of any substantial evidence."

However we find that no independent enquiry was conducted by the appellant nor any witness was cross-examined. We, therefore, reject the appeal and upheld the order of the District Forum and direct the appellant to pay to the respondent Rs. 10,000/- with interest @ 12% p.a. from 21.10.1996 till the date of payment and costs of Rs. 1,000/-. Appeal dismissed.

