(2015) 12 NCDRC CK 0041

In the National Consumer Disputes Redressal Commission

Case No : 1179 of 2015

DIVISIONAL MANAGER, ORIENTAL?INSURANCE COMPANY LTD Vs DAMNI & 2 ORS

Date of Decision : 01-12-2015

Acts Referred:

Citation : 2016 1 CPJ 408 : 2016 1 CPR 51

Hon'ble Judges : J.M. Malik, S.M. Kantikar

Advocate : Amreeta Swarup, Anirudh Singh

Judgement

1. Smt. Damni, the complainant, is the wife of late Bhawani, who was posted as driver at Korea Colliery under respondents No. 2 and 3 of SECL, Chirmiri Region, who have been arrayed as OPs 2 and 3. In the year 1999, late Bhawani was insured by the Oriental Insurance Company Ltd. The policy provides that a sum of Rs.5 lakh would be given to the wife of the insured if the death of the insured is an accidental death. A sum of Rs.484/- was deducted from the salary of late Bhawani for the months of August, and September. The said amount was sent to the insurance company.

2. Unfortunately, Shri Bhawani passed away on 14.12.1999 at Regional Hospital due to accident caused on 12.12.1999. The post mortem report reveals that the death of the deceased was caused due to accident. The complainant submitted a claim vide application dated 8.1.2000. The payment was delayed, therefore, the complainant further applied on 20.1.2000 before the Branch Manager of the Oriental Insurance Company Ltd., Ambikapur. The insurance company indulged in delaying the matter and asked her to approach OP 2. She submitted all the necessary documents in the office of respondent No. 2 on 10.6.2000. She submitted another application dated 21.6.2001. Thereafter, the complainant went to her native place situated at Village Palyama District Ganjam, Odhisha where she fell sick and remained under the regular treatment of doctor. When the health of the complainant/respondent No. 1 improved, she again approached the office of respondent No. 2 on 21.12.2012 for the payment of insurance claim. OP asked her again to send another application before the insurance company. This

time, she sent the record through registered post on 29.12.2012. The insurance company repudiated her claim vide order dated 7.1.2013.

3. Consequently, she filed a complaint. The OP 1 denied this liability on the ground that the claim made by the complainant is barred by time. It also contended that the policy of the insured was revoked and the complainant is not entitled to any claim.

4. The record shows that the insurance policy was revoked on 8.3.2002 but Shri Bhawani had died earlier i.e. on 14.12.1999. Consequently, this objection raised by the OP has to be eschewed out of consideration.

5. The learned counsel for the insurance company vehemently argued that the case is barred by time. She has cited few authority in support its case viz. V. N. Shrikhande (Dr.) vs. Anita Sena Fernandes 2011 (1) SCC 53, Kandimalla Raghavaiah and Company vs. National Insurance Company and another (2009) 7 SCC 768, State Bank of India vs. B. s. Agriculture Industires (I) (2009) 5 SCC 121 and Padma Srinivasan vs. Premier Insurance Company Ltd. (1982) 1 SCC 613.

6. We are of the considered view that these authorities are not applicable to the present case. The judgment of the State Commission, Ex.P-2 shows that the insurance claim of late Bhawani was already sent to the Branch Manager, Oriental Insurance Co. Ltd., Bilaspur alongwith above said Ex P-3. The entire documents produced under the above said claim were sent to the General Manager SECL, Bilaspur on 7.9.2002 requesting for payment of the claimed amount of the nominee. Learned counsel for the petitioner/insurance company, vehemently argued that no intimation was sent to them. Thereafter, we wanted to see the record ourselves. The record was requisitioned. There are a number of letters wherein the claim was made by the complainant. Although, the dates are not visible properly on few documents, yet we tried to locate the same. This is an admitted fact that the complainant had made representation to Oriental Insurance Company Ltd. Her letter has been placed on record as P-3, which is addressed to General Manager (A), SECL Bilaspur and it bears the seal of the insurance company in token of receipt of this letter. On 8.1.2000, the subject of letter reads as, "Recovery of amount regarding insurance from Oriental Insurance Company." It is apparent that its copy was received by the insurance company on 8.1.2000. The seal is not very clear but its shape belongs to the insurance company. The application was also moved before the Chairman, SECL dated 21.6.2001. There is another registered letter which was sent on 22.7.2000 to the Mandal Prabandhak, Oriental Insurance Company Ltd. It is, thus clear that the intimation was given to the Oriental Insurance company limited. The negligence, inaction and passivity is discerning from the conduct of insurance company. This is how the innocent illiterate widow is taken for a ride.

7. The period of limitation starts from the date when the matter is repudiated. In the year 2013, the claim was repudiated for the first time. The insurance

company has adopted a Fabian policy for its own benefit. The gullible innocent widow was taken up the garden path. The conduct of OPs 2 and 3 is also not above board. They did not help the widow. They should have compelled the insurance company to pay the amount immediately.

8. In the result, we dismiss the revision petition.