(2003) 03 NCDRC CK 0069

In the National Consumer Disputes Redressal Commission

D.P.GOYAL APPELLANT

Vs

BRANCH MANAGER, LIC OF INDIA RESPONDENT

Date of Decision : 21-03-2003

Acts Referred:

Citation : 2003 3 CPJ 202

Hon'ble Judges : Lokeshwar Prasad , Rumnita Mittal J.

Final Decision : Appeal dismissed in limine

Judgement

1. -THE present appeal, filed by the appellant, under Section 15 of the Consumer Protection Act, 1986 (hereinafter referred to as "the Act"), is directed against order dated 4.12.2002, passed by District Forum (North-West), Shalimar Bagh, Delhi, in Complaint Case No. 4178/2001 entitled - Shri D.P. Goyal v. Sr. Branch Manager, LIC of India, Branch Unit No. 123, G-1, Model Town-III, Delhi.

2. THE facts, relevant for the disposal of the above mentioned appeal, briefly stated, are that the appellant, Shri D.P. Goyal had filed a complaint under Section 12 of the Act before the District Forum averring therein that the appellant had taken a 20 Years Money Back Policy of respondent vide policy bearing No. 050394149 dated 15.8.1981. THE maturity value of the policy in question was for Rs. 75,000/- and the date of maturity was 15.8.2001. It was stated that as per the terms and conditions of the policy, the respondent was to pay a sum of Rs. 15,000/- to the appellant after every five years. It was stated that the amount for the period ending on 15.8.1996 had not been paid to the appellant by the respondent. In the complaint filed by the appellant, while alleging deficiency in service on the part of the respondent, it was prayed by the appellant that the respondent be directed to pay interest on the late payment of third instalment of Rs. 15,000/- which was due for payment in August, 1996. THE appellant had also claimed interest, compensation and cost of litigation. The claim of the appellant in the District Forum was resisted by the respondent and in the reply/written version filed on behalf of the respondent a preliminary objection was taken stating that the complaint, filed by the appellant, was barred by

limitation.

The learned District Forum vide impugned order has held that the complaint, filed by the appellant, was barred by time and there is noting on record to establish that in case of non-payment of any instalment, the appellant was entitled to receive interest at the time of the maturity of the policy for the period the instalment was delayed. On the basis of the above findings, the learned District Forum has dismissed the complaint, filed by the appellant.

3. FEELING aggrieved, the appellant has preferred the present appeal under Section 15 of the Act. We have heard the learned Counsel for the appellant at length on the question of admission of the present appeal and have also carefully gone through the documents/material on record. It is not in dispute that the grievance of the appellants in the complaint filed by him before the District Forum, in nut-shell, was that the instalment due in August, 1996 for Rs. 15,000/- under the policy in question had not been paid to him. In terms of provisions contained in Section 24A of the Act, it has been provided that the District Forum, the State Commission or the National Commission shall not admit a complaint unless the same is filed within 2 years from the date on which the cause of action has arisen. Sub-section (2) of Section 24A of the Act provides that notwithstanding anything contained in Sub-section (1), a complaint may be entertained after the period specified in Sub-section (1), if the complainant satisfies the District Forum, the State Commission or the National Commission, as the case may be, that he had sufficient cause for not filing the complaint within such period. Admittedly, the cause of action for the appellant for filing the complaint had arisen in August, 1996 when the instalment fallen due was not paid to him and as such in terms of the provisions of the Act such a complaint under Section 12 of the Act should have been filed by the appellant before the concerned District Forum within 2 years from the above said date on which the cause of action had arisen whereas the complaint had been filed by the appellant before the District Forum much after the expiry of the period of limitation prescribed by the statute. No application in terms of Sub-section (2) for condoning the delay had been filed by the appellant before the District Forum showing sufficient cause for not filing the complaint within time. The learned Counsel for the appellant during the course of arguments before us made a vain attempt by saying that as there was exchange of telephone talks and assurances by the respondent during the intervening period the complaint, filed by the appellant, was well within the prescribed time limit. In our opinion the above contention being advanced by the learned Counsel for the appellant is devoid of substance because period of limitation by no stretch of imagination would stand extended only on the basis of exchange of telephonic conversation and oral assurances stated to have been given by the respondent. On merits also the learned Counsel for the appellant could not produce any document to the effect that in terms of the conditions of the policy, the appellant was entitled to receive interest in the case of non-payment of instalment at the time of maturity of the policy for the period the payment of instalment was delayed. Thus, viewed from

all angles, the above mentioned appeal, filed by the appellant, is devoid of substance. The same merits dismissal. Accordingly, the same is dismissed in-limine with no order as to costs. Appeal dismissed in limine.

