(2006) 02 NCDRC CK 0087

In the National Consumer Disputes Redressal Commission

GOLDEN TRUST FINANCIAL SERVICES — APPELLANT

Vs

MADHURI SINGH — RESPONDENT

Date of Decision : 08-02-2006

Acts Referred:

Citation : 2006 3 CPJ 409 : 2006 3 CPR 85

Hon'ble Judges : D.P.S.Choudhary , G.Venkataraman J.

Final Decision : Appeal allowed

Judgement

1. O.P. is the appellant which has preferred the appeal against the order dated 24.3.2005 passed by the District Forum, Motihari in Complaint Case No. 151/2004.

2. THE brief fact of the case is that complainant''s husband through O.P. No. 4 got himself insured with O.P. No. 6 for Rs. five lacs. THE details of which is mentioned in the impugned order. THE policy was accidental benefit and it was to mature on 22.10.2017. THE date of policy was 23.10.2002. It is alleged that on 28.2.2002 the complainant''s husband was murdered. THE complainant due to shock went into depression and was under treatment for which medical certificate was produced along with the complaint petition. THE complainant made claim of the policy of her husband. O.P. No. 4 which was instrumental as an agent of O.P. No. 6 in getting her husband insurance did not cooperate with the complainant nor help in the settlement of the claim. THEreafter the complaint was filed before the District Forum. Before the District Forum O.P. Nos. 1 to 3 filed show cause stating that the complaint was not maintainable. The policy was issued by O.P. Nos. 5 and 6 and they are liable to pay the claim of the complainant. O.P. Nos. 4 to 6 who were also opposite parties were sent registered notice but they did not appear and hence the District Forum heard the complaint ex parte against them. The District Forum held that O.P. Nos. 4 to 6 are liable to pay the amount of premium and accordingly directed that they must pay the complainant the amount as claimed for. The District Forum further directed the O.P. No. 4 which is the appellant before the State Commission to pay

Rs. 1,000 as compensation for deficiency in service as it should have helped the complainant being an agent in settlement of the claim. No appeal has been preferred on behalf of the Insurance Company-O.P. Nos. 5 and 6.

The main contention of the appellant before us is that appellant-Golden Trust Financial Service is a private concern which only acts as an agent for the various Insurance Company including the National Insurance Company-respondent No. 2 and others. From Annexure 3 which is memorandum of understanding between the appellant and Insurance Company will support the above facts. The appellant is only facilitator of the Janta Personal Accident Policy coverage among the members of the Club for and on behalf of the various Insurance Company including National Insurance Company. In the proposal form of the policy it is made clear that any claim liability under the above insurance would solely be against the National Insurance Company and no responsibility shall be fixed on the Golden Trust Fiance Service though the premium was collected by the appellants-Finance Company from the insured person but it was remitted to the National Insurance Company. Therefore, the Insurance Company was directly liable to pay the accidental claim benefit to the insured. It was further argued that as an agent he support the case of the complainant that she is entitled to the amount of policy from the Insurance Company as per terms and conditions of the Insurance Policy.

3. IN view of the admitted facts and on consideration of the submission made by the appellant, we are of the view that National INsurance Company (O.P. Nos. 2 to 4) is directly responsible to pay the insurance amount to the complainant. The appellant was an agent and from the memorandum of understanding between the appellant and INsurance Company as per Annexure 3 it is clear that liability to pay the insured amount was on the INsurance Company-respondent Nos. 2 to 4. Accordingly we modify the impugned order of the District Forum and directed the INsurance Company-respondent Nos. 2 to 4 to pay the insured amount to the complainant within two months from the date of this order and there shall be no liability to pay any compensation on the appellant as ordered by the District Forum. In the result, the appeal is allowed with the above modification in the impugned order. However, there shall be no order as to cost. Appeal allowed.