(2017) 01 NCDRC CK 0034

In the National Consumer Disputes Redressal Commission

Case No : 1051 of 2016

GURMAIL SINGH S/O JOG RAJ — APPELLANT

Vs

AVIVIA LIFE INSURANCE COMPANY INDIA LTD. & ORS. — RESPONDENT

Date of Decision : 13-01-2017

Acts Referred:

Citation : 2017 1 CPR 65

Hon'ble Judges : Ajit Bharihoke, Anup K Thakur

Advocate : Vikas Mahajan

Judgement

1. This revision petition is directed against the order of the State Commission Punjab dated 23.11.2015 in First Appeal No. 68 of 2012 whereby the State Commission confirmed the order of the District Forum dismissing the consumer complaint filed by the petitioner.

2. The revision petition was initially filed in the name of Gurmail Singh through Power of Attorney Gurvinder Pathiana. Subsequently, on coming to know about the inadvertent error, the petitioner moved an application for amendment of title of the revision petition. The amendment was allowed vide order dated 27.09.2016.

3. Briefly put the facts relevant for the disposal of this revision petition are that petitioner filed a consumer complaint before District Forum alleging that petitioner had an account with opposite party no.3 bank. On being persuaded by one Jitender Singh, relationship manager of the bank, the petitioner complainant purchased an insurance policy from the opposite party Aviva Life Insurance Company Limited (OP No.1 & 2). According to the petitioner, the policy was for a period of four years and the premium was Rs.5,00,000/- per annum. The first premium was paid on 16.06.2006 but opposite party no. 1 & 2 did not deliver the policy to the complainant. It is alleged that petitioner paid annual premium of Rs.5,00,000/- each for four years. After the expiry of four years, the petitioner contacted opposite party no. 1 & 2 to get back the policy amount. OP No. 1 & 2 instead of paying the maturity amount of the policy delivered a cheque of

Rs.10,00,000/- to the petitioner in the month of July 2009. The petitioner was told that if he wanted to continue with the policy, he will have to make payment till 16.06.2042. The complainant protested that he was already 59 years and how he could be expected to continue the policy till 2042 and asked for refund of the balance premium paid by him alongwith interest. The opposite party insurance company declined to return the remaining amount. Claiming this to be deficiency in service, the petitioner raised a consumer dispute by filing consumer complaint before District Forum Hoshiarpur.

4. On receipt of notice, opposite party insurance company filed written statement denying the allegations on merit. A preliminary objection was taken that consumer complaint filed by the petitioner was barred by limitation. It was denied that insurance policy was only for the period of four years. According to the opposite party insurance company, the maturity date of the insurance policy was 16.06.2042. It is contended that policy was issued on the basis of the proposal form signed and submitted by the petitioner under his signatures. Even a 15 days free look period was given to the petitioner. If the petitioner was not agreeable to the terms and conditions of the policy, he could easily have sought revocation of the insurance policy within the free look period and taken refund of the insurance premium.

5. Op No. 3 & 4 in their written statement also denied the allegations in the complaint. It was denied that employee of opposite party no. 3 & 4 Jitender Singh misled and persuaded the complainant to buy four year''s insurance policy.

6. The District Forum on consideration of the pleadings and the evidence did not find merit in the complaint and dismissed the same. Being aggrieved of the order of the District Forum, the petitioner preferred an appeal and the State Commission Punjab vide impugned order concurred with the finding of the District Forum and dismissed the same.

7. Learned counsel for the petitioner has contended that impugned order of the Fora below are based upon incorrect appreciation of facts. It is contended that Fora below have failed to appreciate that petitioner was misled into purchasing the insurance policy by one Jitender Singh, Relationship Manager of Op No. 3 & 4 by misrepresenting that the policy would be for four years. Expanding on the argument, learned counsel contended that Fora below failed to appreciate that at the time of purchasing the insurance policy, the petitioner was 49 years old Therefore, as a prudent person, he was not expected to purchase a Life Long policy with maturity date of June 2042.

8. On careful consideration of record, we do not find merit in the contention of learned counsel for the petitioner. Perusal of the proposal form submitted for the purchase of the insurance policy would show that proposal form was submitted for purchase of insurance policy under ''Life Long'' plan and it bears the signature of the petitioner. It is not the case of the petitioner that proposal form was filled in by someone else. Thus, it is clear that petitioner has submitted proposal form

with clear knowledge and intention to purchase insurance policy under "Life Long Plan". Under these circumstances, we do not find any infirmity in the order of the State Commission. Further on perusal of annexure P-3 i.e. duplicate copy of the policy schedule, we find that it clearly records that date of payment of final instalment of insurance policy is 16.06.2042. Case of the petitioner is that he could not avail 15 days free look period because the insurance policy was never transmitted to him. The above plea of the petitioner is unimaginable. Had the petitioner not received the insurance policy, it is unimaginable that he would have continued to pay the annual premium of Rs.5,00,000/- each for next three years without approaching the opposite party insurance company for delivery of insurance policy. Thus, we find no infirmity in the conclusion drawn by State Commission.

9. In view of the above, we find no material irregularity in the impugned order. No jurisdictional error has been pointed out by learned counsel for the petitioner. Thus, under the circumstances, we do not find it a fit case to intervene with the impugned order in exercise of revisional jurisdiction. Revision petition is, therefore, dismissed.

