(2007) 12 NCDRC CK 0029

In the National Consumer Disputes Redressal Commission

ICICI LOMBARD GENERAL INSURANCE CO LTD — APPELLANT

Vs

MOHANABAI YASHWANT PATIL — RESPONDENT

Date of Decision : 13-12-2007

Acts Referred:

Citation : 2008 3 CPJ 455

Hon'ble Judges : P.N.Kashalkar , S.P.Lale J.

Advocate : Kanaji Bhosale , M.N.Ramlingaiah , Santosh Patil

Judgement

1. HEARD Mr. M. N. Ramlingaiah, Advocate for the appellant, Mr. Santosh Patil Advocate for the respondent. Mr. Kanaji Bhosale-A. R. for respondent No. 2.

2. THIS is an appeal filed by the Insurance Company against the order passed by District Consumer Forum, Kolhapur in Consumer Complaint No. 251/2006, whereby by impugned award, the complaint was allowed and appellant/insurance Company has been directed to pay Rs. 50,000 as per insurance policy and to pay interest @ 9% p. a. and Rs. 1,000 as cost. Case of the Insurance Company is that they had taken General Policy for farmers at the behest by Government of Maharashtra. Policy covers farmers, workers, agriculturists working in the State of Maharashtra. Government paid the premium in lump sum. It so happened that on 10. 8. 2005 when complainant about 70 years age was working in the sugarcane field, she got accidental injury to her eye. She was operated on the same day at the hospital of Dr. Joglekar at Pragati Eye Hospital. The Civil Surgeon, Kolhapur also reported that the complainant suffered 30% permanent loss of sight. She, therefore, preferred claim with the Insurance Company. It was repudiated by the Insurance Company by sending letter at page 21 dated 2. 6. 2006. Insurance Company mentioned in its repudiation letter as under: "insured had met with an accident because of natural disease (Ulcer)".

We do not agree with the submissions of Advocate Mr. Ramlingaiah, when he tried to emphasize before us in the course of arguments that insured had suffered injury because of her natural disease (Ulcer) and not because of accident. But this statement itself is contradicted by the above captioned sentence incorporated by the Insurance Company in its repudiation letter dated 2. 6. 2006. Insurance Company itself wrote to the complainant that insured had met with an accident because of natural disease (Ulcer). So word "accident" is material to decide claim arising out of accidental policy. When policy for accident cover was issued by the appellant/insurance Company it cannot be excused by saying that accident occurred because of natural disease suffered by the complainant/respondent herein. Thus the order passed by the Forum below is appearing to be just and proper. It does not call for any interference by this Commission sitting in appeal. Appeal is devoid of any substance. ORDER 1. Appeal stands summarily rejected. 2. Misc. application stands disposed of. 3. Appellant is directed to comply with the order passed by the Forum below within 30 days from receipt of the order. 4. Pronounced and dictated in the open Court. 5. Copies of the order herein be furnished to the parties.

Appeal dismissed.

