(1991) 04 NCDRC CK 0008

In the National Consumer Disputes Redressal Commission

JAGDISH PRASAD DAGAR — APPELLANT

Vs

Senior Divisional Manager, L.I.C. — RESPONDENT

Date of Decision : 30-04-1991

Acts Referred:

Citation : 1992 2 CPJ 760

Hon'ble Judges : R.G.Desai , K.R.Ramaswamy Iyengar , Sudha V.Reddy J.

Final Decision : Complaint dismissed

Judgement

1. AFTER hearing the learned Counsel for the respondent and perusing the records, the Commission delivered the following :

2. THIS complaint has been filed by the nominee for recovering the sum of Rs. 1,00,000/- with interest at 18% from the date of claim made by him till the date of payment & costs. One Mr. Satyan Bansal had insured his life with the Life Insurance Corporation of India for Rs. 1 lakh under policy No. 610614497 dt. 28.12.1988. The complainant is the cousin brother of Satyan Bansal and he also claims to be the nominee under the said policy of Satyan Bansal. Mr. Satyan Bansal died on 24.4.1989. Hence this complaint. The respondent has resisted the complaint by contending inter alia, that the complainant being the nominee is not a beneficiary as the deceased has stated in his proposal form that he had wife and a child, in view of the decision of the Supreme Court in-Smt. Sarabati Devi &Anr. v. Smt. Usha Devi reported in AIR 1972 Supreme Court Page 346. The said case has also been reported in Legal Digest, Volume -1 of January 1990 published by the LIC of India, Bombay at Page-11.

When the case was taken up for hearing today, the complainant and his Counsel were absent. We heard the Learned Counsel for the respondent and perused the records. It is not disputed that the complainant in this case is the nominee of the insured. From the proposal form produced by the Learned Counsel for the respondent, it is clear that the deceased has stated in the proposal form that he had a wife and a child. It is not shown by the complainant that the said statement made by the deceased is incorrect or that the wife and child of the deceased are dead. In Sarabati Devi''s case, the Supreme Court while considering the rights of the nominee under Section 39 of the Insurance Act, was pleased to hold that a mere nomination made under Section 39 of the Act does not have the effect of conferring on the nominee any beneficial interest in the amount payable under the Life Insurance Policy on the death of the assured; that the nomination only indicates the hand which is authorised to receive the amount, on the payment of which the insurer gets a valid discharge of its liability under the Policy and that the amount, however, can be claimed by the heirs of the assured in accordance with the law of succession governing them. In view of the said decision, it cannot be said that the complainant being the nominee will be the beneficiary of the services of the respondent which had been hired by the deceased-assured. If that is so, the complainant will not be a consumer within the meaning of Section 2(1)(d) of the Consumer Protection Act, 1986 and his complaint cannot be entertained by this Commission.

3. IN the result, the complaint is dismissed. Under the circumstances of the case, we direct the parties to bear their own costs. Complaint dismissed.

