
(2011) 05 GUJ CK 0005

In the Gujarat High Court

Case No : Letters Patent Appeal No's. 117 and 118 of 2010, Civil Application No's. 460 and 461 of 2010 and Special Civil Application No's. 13108 and 13111 of 2009

Maheshkumar Ramniklal Shah

APPELLANT

Vs

Life Insurance Corporation Ltd.

RESPONDENT

Date of Decision : 04-05-2011

Acts Referred:

Constitution of India, 1950 — Article 12, 14, 19, 21, 226

Citation : (2011) 3 GLH 617

Hon'ble Judges : S.J. Mukhopadhaya, C.J.; Anant S. Dave, J

Bench : Division Bench

Advocate : Mehul Sharad Shah, for the Appellant; Apurva A. Dave, for the Respondent

Final Decision : Allowed

Judgement

Anant S. Dave, J.—Both these appeals under Clause 15 of Letters Patent are preferred by the Appellant (the original Petitioner) challenging the order dated 15.12.2009 passed by learned Single Judge dismissing writ petitions summarily filed by the Petitioner. In the above writ petitions, the Petitioner had challenged the action of Respondent (Life Insurance Corporation) to cancel/decline the policy without assigning any reason, after accepting premium for about 4 years. The Petitioner had also prayed to direct the Respondent LIC to continue the policy of the subject matter in these appeals with all consequential benefits.

2. The above writ petitions were rejected on following grounds:

(a) That Clause 16 of the Introduction of the Plan No. 167 about revivals or reinstatement of lapsed policy and Clause 3 of Conditions and Privileges attached to the policy document conferred absolute discretion in favour of Insurance Company to revive or reinstate lapsed/dis-continued policies.

(b) That subject matter of dispute was pertaining to contract/agreement and,

therefore, the Petitioner had an efficacious and alternative remedy of filing a suit for damages and

(c) That the Petitioner had not disclosed his income by producing any document regarding income tax return and profit of the Company.

The above orders of learned Single Judge are under challenge before this Court.

3. To decide the controversy in these appeals, it is necessary to notice certain basic facts:

3.1. The Appellant (the original Petitioner) is the Director of M.R.K. Health Care aged about 62 years and the Company is situated at Village Hansapur, Taluka and District: Patan in the State of Gujarat and Respondent (LIC), a plan named "Jivan Pramukh Policy" was introduced w.e.f. 1.11.2004 for the benefit of key-employees of the organization and also to provide much needed protection to the Company or Organization in case of unfortunate loss of such key-personnel, the Petitioner being a key-personnel came to be assured for Rs. 50 lakhs w.e.f. from 9.5.2005. The date of maturity of above policy is 9.5.2014 and the amount of premium of Rs. 2,67,471/- is to be paid quarterly (Rs. 10,69,748/- per year) for first five years and the date of the last premium is 9.2.2010. Thus, the maturity period of the policy is for 10 years. That after 10 years of the maturity period, if the Petitioner is alive, he would be entitled for Rs. 50 lakhs + Rs. 35 lakhs guarantee and other benefits including share in profit @ of 10% of Rs. 50 lakhs and is entitled to receive more than Rs. 1 crores after 10 years. The above facts are relevant for LPA No. 117 of 2010 arising out of SCA 12108 of 2009.

3.1. The Petitioner had also availed benefits of other plan namely "Jivan Rekha" earlier and assured himself with two other policies namely Rs. 10 lakhs and Rs. 40 lakhs which were taken in the year 2003 for 10 years plan and to be matured on 11.3.2012, for which, the Petitioner was to be paid quarterly premium of Rs. 28,025 premium (per year Rs. 1,12,100/-) for the policy of Rs. 10 lakhs; and quarterly Rs. 1,16,131/- premium (per year Rs. 4,64,524/-) for the policy of Rs. 40 lakhs, which is also a subject matter of another petition and appeal before this Court being Special Civil Application No. 13111 of 2009 and Letters Patent Appeal No. 118 of 2010.

3.2. However grounds of challenge remain same in both these appeals and with the consent of the learned Counsels for the parties both the appeals are heard together.

3.2. It is not in dispute that the Petitioner was to pay premium of all the above three policies and continued to pay as per the terms of the plan and policy for a period of 4 years but due to financial setback, the premium which was due in the months of May, August and November, 2008 could not be paid in time but the said premium along with the premium of February, 2009 was paid along with interest in the month of March, 2009 and instead of Rs. 10,69,748/- yearly premium, the Petitioner has paid Rs. 11,16,603/- with interest for plan No.

167/10 viz. "Jeevan Pramukh". For two other plans viz. 152/10 of "Jeevan Rekha" instead of yearly premium of Rs. 1,12,100/- interest is paid with total amount of Rs. 1,53,308/- and for second policy under the same plan against yearly premium of Rs. 4,64,524/- with interest total amount of Rs. 6,08,156/- was paid. However, surprisingly, by letter dated 9.5.2009 without assigning any just reason, the Divisional Office of LIC informed the Petitioner that the revival of the policy of the Petitioner is declined after taking into consideration all the circumstances of the case and the cheque for refund of the amount paid by the Petitioner was returned to the Petitioner. Thereafter, the Petitioner entered into correspondence and addressed various letters to the higher authorities but in vain and filed the writ petitions as stated in earlier paragraph.

4. Mr. Mehul Sharad Shah, learned Counsel for the Petitioner would contend that the summary dismissal of the writ petitions on the basis of Clause 16 of the Introduction of the Plan and Clause 3 of the Policy conferred absolute discretion of the LIC to renew the policies which were lapsed/discontinued and further relegating the Petitioner of a remedy of filing a suit for damages as held by learned Single Judge are contrary to law and per se illegal and deserve interference by this Court in exercise of powers under Clause 15 of Letters Patent by quashing and setting aside the orders impugned in these appeals. Learned Counsel would further contend that the learned Single Judge erred in holding that documentary proof with regard to income tax returns were not produced by the Petitioner so that payment of huge premium could be justified. Had there been a necessity or requirement in the context of nature of dispute and contentions raised, the Petitioner would have certainly produced all relevant record pertaining to his income and could have pointed out that turn-over of his Company was in crores and the Petitioner had received Rs. 76,73,217/- towards his share from the Company during financial year 2009-2010. However, the above reasoning, according to learned Counsel was besides the point and not an issue, the basic approach of the learned Single Judge while interpreting Clause 16 is also against well settled principle of interpreting Clauses of Insurance Contracts and the law in this regard laid down by the Apex Court. Learned Counsel would next contend that the learned Single Judge erred in holding that it was absolute discretion of the LIC to renew the policy and further that the learned Single Judge ought to have appreciated that under the policy of LIC, the liability which LIC incurs is a statutory liability and the same could have been enforced in exercise of powers under Article 226 of the Constitution of India inasmuch as the LIC being a statutory Corporation and carries on business of insurance in the public interest for the public at large is an authority and/or instrument of the State within the meaning of Article 12 of the Constitution of India. Besides, the activities of LIC are not purely of commercial in nature but are for welfare and benefits of the society and its primary goal is to secure welfare of the people by insuring their life and various risks. It was more so necessary, when the legal right of the Petitioner was infringed by the statutory corporation like LIC by denying renewal of the policy by the impugned order not

disclosing even the reason for such denial or refusal and, therefore, the order de hors any reasoning being unjust, unreasonable, arbitrary and violative of Article 14 of the Constitution of India and also Article 21 of principles of natural justice deserves to be quashed and set aside. Learned Counsel also vehemently contended that the Petitioner had paid the premium for about 4 years and the quarterly premium which was due was also paid with interest and it was accepted by the office of the LIC and thereafter to deny renewal of policy would be an extreme case of high handedness and, therefore, the, learned Single Judge ought to have exercised powers under Article 226 of the Constitution of India.

4.1. Learned Counsel would submit that interpretation of Clause 16 of the introduction of the Plan 167 and Clause 3 of the policy dated 18.8.2005 of the above plan about renewal of the policy do not confer any absolute power on LIC and even if discretion rest with LIC, such discretion is to be exercised judiciously and after considering various aspects keeping in mind object of the Insurance Act and creation and functioning of Life Insurance Corporation in the larger public interest. In absence of any specific material, it was not open to the LIC to deny renewal of a policy in favour of the Petitioner. Learned Counsel has also placed reliance on an agreement between the LIC and Central Bank of India with regard to the policy in question which was pledged with Central Bank of India, Mumbai and it was incumbent upon the LIC to refer it to the Bank about non-payment of premium and in event of failure on the part of the Petitioner to pay premium quarterly or a minor lapse, the Bank would also have paid the premium. However, even otherwise also before expiry of one full year the Petitioner had paid all the premium with interest and it was permissible for the Petitioner to pay monthly, quarterly, half yearly or yearly premium but since the Petitioner had opted for quarterly payment of premium, due to financial hardships the above quarterly payment of premium was not paid but before the end of the relevant year the Petitioner had paid the due premium with interest. Learned Counsel for the Petitioner submit that denial of renewal/revival of the policy by LIC would result into a huge financial loss to the Petitioner who had assured himself keeping in mind an award opted for "Jivan Pramukh Policy" which was meant for the professional serving as a key employee in an organization and require protection.

4.2 Learned Counsel for the Petitioner also placed reliance on various decisions of the Apex Court and High Courts on the subject and submitted that the Respondent (LIC) had acted unreasonably and arbitrarily and the decision impugned being unfair and contrary to principles of natural justice, the Corporation be directed to renew the policy in question with all consequential benefits and the order impugned passed by learned Single Judge be also quashed and set aside.

5. Mr. Apurva Dave, learned Counsel for the Respondent (LIC) would support the reasoning of learned Single Judge in rejecting the writ petition filed by the Petitioner and would further submit that as per Clause 16 and Clause 3 of the

Policy in question, it was absolute right of the Insurance Company to deny revival of the policy. Learned Counsel invited our attention to Clause 3 of conditions and privileges of the policy document and submitted that the Corporation had reserved the right to accept or accept with modified terms or decline the revival of dis-continued policy and the revival of dis-continued policy shall take effect only after the same is approved by the Corporation and is specifically communicated in writing to the proposer/life assured. Therefore, even if the amount of premium due to the Petitioner is accepted with interest by the local office of LIC the same did not cast any obligation on the Corporation to revive the policy which was dis-continued by lapse on the part of the Petitioner who could not pay the quarterly premium as agreed in time. Learned Counsel for the LIC also referred to certain medical test of the Petitioner carried out which disclosed basic reason for refusal of revival and submitted that the opinion of Senior Medical Officer was against revival and therefore, rejection of the writ petitions by the learned Judge deserve no interference.

6. Having heard learned Counsels appearing for the parties, perusal of the record and clauses of the policy in question following aspects needs to be addressed.

6.1. The Petitioner was assured by Respondent (LIC) of a plan named "Jivan Pramukh" and the object of the plan is as under:

In every organization, there are a few key-people, who play a vital role in its working and profitability. Losing these key-employees could have an impact on the future and profits of the organization. L.I.C's "Jivan Pramukh" plan is the key man insurance plan, which would provide much needed protection to your company against such unfortunate loss.

6.2. The above plan was introduced by LIC w.e.f. 1.11.2004 and the Petitioner was assured as per the above plan w.e.f. 9.5.2005 and the policy amount was of Rs. 50 lakhs and the date of maturity of the policy was 9.5.2014. The terms and conditions of the policy were to be governed by the introduction of LIC's "Jivan Pramukh" (plan No. 167), which prescribes that benefit under the plan is payable either on survival of the life assured to the maturity date or on his/her death during the term of the policy, if earlier. Thus, benefits accrued either on death of the assured or on maturity of the policy, whichever is earlier. Besides, other benefits, it prescribes include mode of premium payment as yearly, half yearly, quarterly or monthly and eligibility conditions and restrictions as per Clause 9 prescribes minimum age at entry 18 years completed and maximum age at entry 65 years and maximum age at maturity 75 years. Premium rates varied as per Annexure I-II. Clauses 13 and 14 prescribe about paid-up value and surrender value respectively. Clause 15 was pertaining to grace period for payment of premium which was for one month for payment of yearly, half yearly or quarterly premium and 15 days for monthly premium. Clause 16 of the Plan 167 of the "Jivan Pramukh" policy prescribes revivals or reinstatement of lapsed policy, which reads as under:

16. Revivals or reinstatements of lapsed policy: If the policy has lapsed, it may be revived during the life time of the Life Assured, but within a period of 5 years from the date of first unpaid premium and before the date of maturity on submission of proof of continued insurability to the satisfaction of the corporation and the payment of all the arrears of premium together with interest at such rate as may be prevailing at the time of the payment.

6.3. Both Plans 167 and 152 for "Jivan Pramukh" and "Jivan Rekha" and policies received by Petitioner also attached conditions and privileges and Clause 3 reads as under:

3. Revival of Discontinued Policies: If the policy has lapsed, it may be revived during the life time of the Life Assured, but within a period of 5 years from the date of the first unpaid premium and before the date of maturity on submission of proof of continued insurability to the satisfaction of the corporation and the payment of all the arrears of premium together with interest at such rate as may be fixed by the Corporation from time to time compounding half-yearly. The corporation reserves the right to accept or accept with modified terms or decline the revival of discontinued policy. The revival of a discontinued Policy shall take effect only after the same is approved by the Corporation and is specifically communicated in writing to the Proposer/Life Assured.

6.4. In addition to above, as per the policy of the Respondent Corporation, the policy was assigned in favour of Central Bank of India and an agreement was reached into by signing the deed of assignment. One of the conditions required that the premium notice was also to be sent to the assigner and assignee alone will not be responsible for future premium under the policy. The above are the basic aspects covering the dispute between the Petitioner as well as the Respondents.

7. It is not in dispute that provisions of the Insurance Act, 1938 and Life Insurance Corporation Act are applicable.

8. So far as decisions of the Apex Court with regard to maintainability of the writ petition under Article 226 of the Constitution of India and exercise of powers by the court with regard to an dispute raised in a petition filed by the contracting private parties either challenging the terms of the contract or any conditions laid therein or arbitrary and unreasonable action of insurance Corporation. In two decisions i.e. in the case of (1) LIC of India and Another Vs. Consumer Education and Research center and Others, and (2) Life Insurance Corporation of India and Others Vs. Smt. Asha Goel and Another, held that even if administrative action of public authority having public element must be in public interest and should not be arbitrary, unjust or unfair and if any term or condition of the contract is unreasonable, unfair or irrational it would be open for the judicial review and further it is held that ordinarily the High Court may not entertain the writ petition filed under Article 226 of the Constitution of India for mere enforcement of a claim under the contract of insurance but where an insurer had repudiated the

claim, in case such a writ petition is filed, the High Court has to consider the facts and circumstances of the case, the nature of the dispute raised and the nature of inquiry necessary to be made for determination of the questions raised and other relevant factors before taking a decision whether it should entertain the writ petition or reject it as not maintainable. Keeping in mind that in case an insurer or nominee of the deceased insured is refused relief merely on the ground that the claim relates to contractual rights and obligations and he/she is driven to a long drawn litigation in the civil Court it will cause serious prejudice to the claimant/other beneficiaries of the policy. Therefore, the pros and cons of the matter in the context of the fact situation of the case should be carefully weighed and appropriate decision should be taken.(emphasis supplied)

9. Keeping in mind the above two decisions, summary dismissal of the writ petitions by learned Single Judge, without even calling upon the Respondent (Insurance Corporation) is contrary to the law laid down by the Apex Court in the above two decisions. The learned Single Judge has failed to examine the subject matter and nature of dispute in the petitions as per the parameters laid down by the Apex Court as above and the writ petition came to be rejected merely by placing reliance on Clause 16 of the introduction of the policy and it was erroneously held that the Life Insurance Corporation had absolute discretion to renew the policy of the subject matter being of a dispute arising out of a contract, a suit for damages is to be filed.

10. Both these appeals deserve to be allowed in view of what is found by us but the impugned letter/communication dated 9.5.2009, by which, policies were discontinued by Respondent (LIC), which was subject matter of challenge in writ petitions filed by the Petitioner before the learned Single Judge never disclosed any reason for rejection/non-revival of lapsed/discontinued policies. That, LIC being an authority within the meaning of Article 12 of the Constitution of India was duty bound to act reasonably and non-arbitrarily and could have disclosed the reason which would have enabled the Petitioner to raise grounds of challenge to meet with such reasoning so as to take proper course of action in accordance with law. Any order or communication which entails civil consequences resulting into depriving the person of a legal right or even ordinary right accrued under the provisions of the statute or contract and such order or communication is passed by the authority within meaning of Article 12 of the Constitution of India, non-disclosure of reasons in such order amounts negation of fairness, transparency and equity in administrative action and suffers from vice of non-application of mind and deserves to be set right. The Respondent LIC could supply reasons of medical unfitness of the Petitioner only in the affidavit-in-reply filed in these appeals and such reason being not germane to the cause namely revival of lapse/discontinued policy needs to be set right by this Court.

10.1. The Apex Court in the case of Maya Devi (dead) through Lrs. Vs. Smt. Raj Kumari Batra (dead) through Lrs. and Others, reiterated requirements of giving reasons in support of the orders by Courts, Tribunals and judiciary and any

Governmental body. From para 22 to 27 their Lordships referred to earlier decisions in the case of (i) M/s. Hindustan Times Limited Vs. Union of India and Others, (ii) Arun Damka Vs. Additional Inspector-general of Police and Another, (iii) Union of India (UOI) and Others Vs. Jai Prakash Singh and Another, (iv) The Secretary and Curator, Victoria Memorial Hall Vs. Howrah Ganatantrik Nagrik Samity and Others, (v) Ram Phal Vs. The State of Haryana and Others, (vi) Director, Horticulture Punjab and Others Vs. Jagjivan Parshad, and held in paras 28, 29 and 30 as under:

28. It is in the light of the above pronouncements unnecessary to say anything beyond what has been so eloquently said in support of the need to given reasons for orders made by courts and statutory or other authorities exercising quasi-judicial functions. All that we may mention is that in a system governed by the rule of law, there is nothing like absolute or unbridled power exercisable at the whims and fancies of the repository of such power. There is nothing like a power without any limits or constraints. That is so even when a court or other authority may be exercised only along well-recognized and sound juristic principles with a view to promoting fairness, including transparency and aiding equity.

29. What then are the safeguards against an arbitrary exercise of power? The first and the most effective check against any such exercise is the well-recognized legal principle that orders can be mad only after due and proper application of mind. Application of mind brings reasonableness not only to the exercise of power but to the ultimate conclusion also. Application of mind in turn is best demonstrated by disclosure of the mind. And disclosure is best demonstrated by recording reasons in support of the order or conclusion.

30. Recording of reasons in cases where the order is subject to further appeal is very important from yet another angle. An appellate court or the authority ought to have the advantage of examining the reasons that prevailed with the court or the authority making the order. Conversely, absence of reasons in an appeal able order deprives the appellate court or the authority of that advantage and casts an onerous responsibility upon it to examine and determine the question on its own. An appellate court or authority may in a given case decline to undertake any such exercise and remit the matter back to the lower court or authority for a fresh and reasoned order. That, however, is not an inflexible rule, for an appellate court may notwithstanding the absence of reasons in support of the order under appeal before it examine the matter on merits and finally decide the same at the appellate stage. Whether or not the appellate court should remit the matter is discretionary with the appellate court and would largely depend upon the nature of the dispute, the nature and the extent of evidence that may have to be appreciated, the complexity of the issues that arise for determination and whether remand is going to result in avoidable prolongation of the litigation between the parties. Remands are usually avoided if the appellate court is of the view that it will prolong the litigation.

10.2. Therefore, keeping in mind the law laid down by the Apex Court as above

including whether or not the appellate Court who remand the matter is discretionary with the appellate court and would largely depend upon the nature of the dispute and extent of evidence that may have to be appreciated including complex of the issues that may arise for department and whether remand is going to result in avoidable prolongation of the litigation between the parties. In a given case remand is usually avoided and following facts weigh with us to decide the issues involved in these appeals instead of remanding the case of learned Single Judge or alternatively to the Respondent-LIC, an authority within the meaning of Article 12 of the Constitution of India.

10.3. Therefore, rejection of writ petitions summarily by learned Single Judge for reasons stated in preceding paragraphs, we could have remanded the matter to learned Single Judge for considering the matter afresh or alternatively to Respondent (LIC) for taking the decision in accordance with law by quashing and setting aside the impugned order/communication dated 9.5.2009 but learned Counsels appearing for both the parties have argued the case extensively and we have perused the facts on the basis of the record and the subject matter is pertaining to revival of discontinued policy of Petitioner aged about 62 years and the premium is paid regularly except on one occasion, we deem it appropriate to deal the case on merit.

11. The following facts about both Letters Patent Appeals remain un-controverted.

Sr. No.	Name of Policy	Policy No.	Insured	Date of Policy	Plan and Terms	Sum Insured	Premium Amount	Mode	Date of Maturity
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1.	Jivan Pramukh	853361668	09/05/05	18/8/05	167/10	Rs. 50,00,000/-	Rs. 2,67,437/-	Qly	09/05/2014
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2.	Jivan Rekha	851729710	11/03/03	16/05/03	152/10	Rs. 10,00,000/-	Rs. 28,025/-	Qly.	11/03/2012
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3.	Jivan Rekha	851729680	11/03/03	30/04/03	152/10	Rs. 40,00,000/-	Rs. 1,16,131/-	Qly.	11/03/2012
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12. In view of the above factual aspects and nature of policies, mode of payment of premium, benefits to be accrued to the assured, clauses namely 16 and 3 of Plan No. 167 and Clauses 3 of Plans 167 as well as 152 namely "Jivan Pramukh" and "Jivan Rekha" about a procedure to be followed for revival and reinstatement of lapsed policy and discontinued policies.

12.1. So far as "Jivan Pramukh" policy of Plan No. 167/10 is concerned it was introduced with specific object and reason. The above plan was to be availed for key employees of any organization and which would provide much needed protection to the Company against any unfortunate loss in case if the Company losses such key employee who plays a vital role in working any profitability of the Company. Therefore, the Petitioner herein, a Director of the company namely R.K. Healthcare, aged about 62 years and keeping good health was assured as per the above plan and he availed another plan introduced as "Jivan Rekha" and

availed policies of the Respondent-Corporation accordingly.

12.2. It is not in dispute and also held by the Apex Court that Respondent Corporation is a statutory Corporation and a creature of the statute and functions and duties of the corporation are enumerated under Life Insurance Corporation Act and also subject to the provisions of the Insurance Act as a whole. The LIC the Respondent herein being an authority within the meaning of Article 12 of the Constitution of India is duty bound to act reasonably and non-arbitrarily and to follow principle of natural justice. Both the plans are to be governed by the terms and conditions attached with the insurance policy and further it is not in dispute that the mode of payment of premium in both the policies was available to the assured either by opting monthly, quarterly or yearly payment and the Petitioner herein opted for quarterly payment. A reference was to be made to the assignee about premium due and to be paid by the assured but no reference was made in the facts of this case by LIC to Central Bank of India, when for a very short period for the year 2009, due to financial constraints a quarterly premium was not paid but ultimately it was paid at the end of year with due interest accrued thereon. In the above circumstances, according to us denial to revive the policy by the Head office of LIC, though it was accepted by local office on payment of interest etc. immediately at the end of year is not only arbitrary and unreasonable but also discriminatory inasmuch as the payment due for a given year was paid along with interest and LIC had not incurred any loss towards receipt of premium from the Petitioner herein and by passing a cryptic order which had not disclosed any reasons, the LIC had violated all norms of transparency and fairness while refusing to revive the policy and depriving the Petitioner of his legitimate right accrued out of contract of a statutory in nature and such action on the part of the authority within the meaning of Article 12 of the Constitution of India deserves to be quashed and set aside as violative of Articles 14, 19 and 21 of Constitution of India. As discussed in para 8, law laid down by the Apex Court in two different cases of LIC (I) LIC of India and Anr. and (II) Life Insurance Corporation of India and Ors. (supra), we are of the opinion that when the action of the Respondent LIC of refusing to revive the policy of the Petitioner though arise out of terms of the policy, it has statutory element and when the order was passed on 9.5.2009 by the Head office declining to revive the policies, no reasons were assigned it suffers from non application of mind and, therefore, we not only quash and set aside the order but are also inclined to direct the Life Insurance Corporation-Respondent herein to revive the policies of the Petitioner which are subject matter of these appeals by granting consequential benefits and we are justified to do so in view of the fact that medial test of the health of the Petitioner carried out by the panel doctor of the LIC reveal that the life assured had only a mild cardiomegaly and he had exercised on CTMT for 2 minutes and 42 seconds achieving 68% of heart rate and all other reports were found normal. Besides, assured was undergoing regular medical check-up. In the above factual scenario power claimed by Respondent authority to revive, discontinued policies as absolute is contrary to

law and such right accrued in Clause 16 and Clause 3 of respective plans/policies is qualified and subject to facts and circumstances of each case and on the facts of these cases as discussed in earlier paragraphs there was no justification for the Corporation (LIC) to deny revival of the policies of the Petitioner, particularly, when full premium due for a given year was paid with interest claimed thereon and there was no financial loss to LIC and, therefore, we allow these Letters Patent Appeals by quashing and setting aside the order of learned Single Judge as well as order dated 9.5.2009 passed by Respondent (LIC) with further direction to LIC to revive the policies of "Jivan Rekha" and "Jivan Pramukh" as per plan 167/10 and 152/10 and to confer all benefits accrued to the life assured as if the said policies were not discontinued and such benefits to be conferred on the Petitioner/life assured as per the terms and conditions of both the policies on their maturity subject to payment of premium that may have accrued along with interest upto March, 2009 since the LIC had returned cheque issued by the life assured and thereafter till the date of maturity of each of the policy on regular basis and for which no interest shall be charged by LIC.

13. In view of the above, both the Letters Patent Appeals are allowed with no order as to costs and in view of this order, no separate order is necessary in Civil Applications.