(2003) 01 NCDRC CK 0029

In the National Consumer Disputes Redressal Commission

NARENDRUNI HYMAVATHI — APPELLANT

Vs

Oriental Insurance Company Ltd. — RESPONDENT

Date of Decision : 29-01-2003

Acts Referred:

Citation : 2003 3 CPJ 381

Hon'ble Judges : P.Ramakrishnam Raju , Mamata Lakshmanna J.

Final Decision : Appeal dismissed

Judgement

1. THE complainant is the appellant. Here case is that though the opposite party Insurance Company settled her claim favourably, interest was not paid for the delayed period.

2. THE facts of the case are that her husband died in a motor vehicle accident on the night of 1.9.1998 while two insurance policies for Rs. 5 lakhs each were in force. As per the conditions of the policy, Rs. 1,50,000/- has to be paid when the policy holder dies in an accident. She was shown as the nominee in both the policies, hence she claims the benefits under those policies. THE opposite party paid Rs. 5 lakhs by way of a cheque on 23.2.1999, Rs. 1,50,000/- on 24.2.1999 and Rs. 5,25,666/- on 16.3.1999. THErefore, she is entitled to interest on the said amount from 17.9.1998 i.e., 15 days after the date of death of her husband. The District Forum rejected her contention. The complainant admittedly submitted some of the documents on 17.9.1998. She finally submitted legal heir certificate on 20.10.1998. She issued a legal notice on 21.1.1999 seeking payment of the policy amounts within ten days, failing which, action will be taken for recovery of the sum and the opposite party will be held responsible for costs and they have to pay interest at Rs. 24% p.a. from that date or at any rate from expiry of ten days from the date of receipt of the said notice interest was claimed, which takes us to the end of January, 1999. The amounts were paid on 23.2.1999, 24.2.1999 and 16.3.1999 as stated above. As the complainant furnished legal heir certificate only on 20.10.1998 and as she allowed 10 days from 21.1.1999 for payment of the money, we are of the opinion that after 1st

February only a few days elapsed for the first two policies and a little over six weeks'' time elapsed for the last payment. Time taken for settlement, under these circumstances, it cannot be said to be unreasonable. Having regard to these circumstances, we do not think that there is any deficiency in service on the part of the opposite parties. Moreover, the complainant has received those cheques in full satisfaction of her claim without any protest, which also supports our view that there is no deficiency in service. The appeal, therefore, fails and is accordingly dismissed. Appeal dismissed.

