(2007) 12 NCDRC CK 0040

In the National Consumer Disputes Redressal Commission

PARMINDER KAUR APPELLANT

Vs

LIFE INSURANCE CORPORATION RESPONDENT

Date of Decision : 04-12-2007

Acts Referred:

Citation : 2008 1 CPJ 26

Hon'ble Judges : S.N.Aggarwal , C.P.Budhiraja , Jasbir Kapoor J.

Final Decision : Appeal dismissed

Judgement

1. THIS appeal has been filed by the complainants (to be referred as ''complainants'') against the judgment dated 28. 11. 2001 passed by the District Consumer Disputes Redressal Forum, Bathinda (in short ''district Forum'').

2. BALWINDER Singh, husband of Parminder Kaur and father of Jiwan Jyot, complainants got life insurance policy on 28. 5. 1998. The date of maturity of the insurance policy was 28. 5. 2018. The insured died of heart failure on 9. 4. 1999 at about 10. 00 a. m. in Village Maisar Khana. The complainants, being the widow and daughter of Balwinder Singh, insured, lodged a claim but it was repudiated by the respondents (to be referred as ''respondents''), Hence, the complainant filed a complaint for recovery of the amount of the insurance policy with compensation, interest and costs. The respondents filed written statement and contested the case. Legal objections were pleaded that the complaint was not maintainable; the complainants were not consumers; the complainants have not disclosed the true and material facts; the complainants have no locus standi or cause of action to file the present complaint; the complainants are estopped by their own act, conduct and acquiescence from filing the present complaint. It was pleaded that Balwinder Singh, insured had concealed material facts before getting the life insurance policy. He had failed to disclose that he was got operated for transplantation of kidney from PGI, Chandigarh prior to the taking of the policy. This fact was intentionally kept concealed by him. During the inquiry conducted by the respondents, even Balbir Kaur, mother of Balwinder Singh and Darshan Singh, neighbour of Balwinder Singh, had made statement to

that effect (part of Ex. R-2). The Inquiry Officer gave his inquiry report dated 29. 10. 1999. As per the Inquiry Report, the cause of death was failure of transplanted kidney. The complainants had given a wrong cause of death in the claim petition. During the course of investigation, it has come to light that the assured had got treatment from P. G. I. , Chandigarh for transplantation of kidney in the year 1997 and in Sir Ganga Ram Hospital, New Delhi and Civil Hospital, Amritsar. The respondents had demanded necessary record from the complainants but they failed to respond. Therefore, the complainants failed to co-operate with the appellants for the adjudication of their claim with ulterior motive. Moreover, the life assured had died within one year of the insurance policy and it being an early claim was liable to be repudiated. Hence dismissal of complaint was prayed.

The learned District Forum considered the pleadings of the parties and the evidence led by them and dismissed the complaint vide order dated 28. 11. 2001.

3. HENCE the present appeal. The submission of the learned Counsel for the complainants was that Balbir Kaur and Darshan Singh had not made statements as pleaded by the respondents. Darshan Singh has filed his affidavit, Ex. A-14 and Balbir Kaur has filed her affidavit, Ex. A-15 to that effect. The statement made by Balbir Kaur has been placed on file as part of Ex. R-2. According to this statement, her son Balwinder Singh had died on 9. 4. 1999. Four years earlier, both of his kidneys were damaged and her husband (husband of Balbir Kaur) had given his one kidney to save the life of his son, Balwinder Singh, in P. G. I. But about 8 months earlier, even that kidney failed to work. Said, Balwinder Singh, was taken to P. G. I. and to Sir Ganga Ram Hospital, New Delhi where he remained admitted for two months and thereafter they had gone to Civil Hospital, Amritsar where he remained admitted for about 15 days. Balwinder Singh could not recover and they came back to the Village. 5-6 days thereafter, Balwinder Singh died. Similar statement has been made by Darshan Singh (part of Ex. R-2).

4. BALBIR Kaur is the mother of the deceased. She would not have told lies about the health of her son, Balwinder Singh. Similarly, Darshan Singh is the neighbourer. He would not have made a false statement. It means, therefore, that the facts stated by Balbir Kaur and Darshan Singh in their own statements is factually correct. It may also be noticed if these had not been the facts, there was no need for the respondents to forge these statements on false facts. How come the respondents have knowledge that kidneys of Balwinder Singh had suffered damage or one of his kidneys was replaced or if he was taken to P. G. I. or even to Civil Hospital, Amritsar. These facts came to their notice only after Darshan Singh and Balbir Kaur had made statements before them. The submission of the learned Counsel for the respondents that Balbir Kaur and Darshan Singh had filed their affidavits (Exs. A-14 and A-15) stating therein that their signatures/thumb impressions were obtained on the pretext of disbursement of compensation on the insurance policy of Balwinder Singh,

insured. It appears that these affidavits, Exs. A-14 and A-15 have been manipulated by the complainants in order to get the money on the insurance policy of Balwinder Singh, insured. Otherwise, the statements made by them before Sh. M. S. Goel, Sr. Branch Manager of L. I. C. during the inquiry are corroborated by the documentary evidence as discussed below. The respondents have placed on file, Ex. R-8, which is the Bed Head Ticket secured from Guru Nank Dev Hospital, Amritsar. It shows that Balwinder Singh son of Gurnam Singh, resident of Village Maisar Khas, District Bathinda, was admitted in the said hospital on 20. 3. 1999 and he was discharged on 2. 4. 1999. The particulars given in this Bed Head Ticket are exactly the same as are the particulars of Balwinder Singh, assured. This tallies with the statements of Balbir Kaur and Darshan Singh, (part of Ex. R-2), in which they have stated that Balwinder Singh was taken to Civil Hospital, Amritsar and after his discharge from the said hospital, he had died 5-6 days thereafter. Balwinder Singh was discharged on 2. 4. 1999 as stated in the Bed Head Ticket, Ex. R-8, from the Civil Hospital, Amritsar and he admittedly died on 9. 4. 1999.

5. THIS Bed Head Ticket, Ex. R-8, clearly reveals that Balwinder Singh had got his kidneys transplanted about two years prior to his admission in the Civil Hospital, Amritsar on 20. 3. 1999. He was discharged on 2. 4. 1999 and he died on 9. 4. 1999. The insurance policy was obtained by Balwinder Singh on 28. 5. 1998 i. e. about a year before his death while he had got kidney transplanted about two years before his death. This fact was admittedly not disclosed by said Balwinder Singh in the proposal form filled by him and it was kept concealed. It appears that Balwinder Singh had secured insurance policy with fraudulent intention. Therefore, the claimants are not entitled to any amount of insurance policy. The learned District Forum has rightly dismissed the complaint filed by them.

6. THE report, Ex. R-8, clearly reveals that immediately before his death, Balwinder Singh, insured was suffering from the mal-functioning of transplanted kidney. For that reason, he was discharged from the hospital on 2. 4. 1999 as a case of few of days and he admittedly died on 9. 4. 1999 in his village. But the claimants have wrongly pleaded that Balwinder Singh has died because of heart attack. In fact, he has died because of his kidney failure. The claimants, therefore, have put up a false case about the cause of death of Balwinder Singh. This also proves the bad intention of the claimants. We find no merit in the appeal and the same is dismissed. No costs. Appeal dismissed.

