(2004) 09 NCDRC CK 0043

In the National Consumer Disputes Redressal Commission

RAJKISHORE PRADHAN APPELLANT

Vs

Branch Manager, L.I.C. of India RESPONDENT

Date of Decision : 17-09-2004

Acts Referred:

Citation : 2004 4 CPJ 491

Hon'ble Judges : Arati Mohanty , Pramodnath Das J.

Final Decision : Appeal allowed

Judgement

1. THE complainant in C.D. Case No. 88 of 1998 of the District Forum, Puri is the appellant in this appeal. He has challenged the final order passed by the said Forum in the aforesaid C.D. case. THE complainant in this case has prayed for certain reliefs alleging that there has been deficiency in service on the part of the opposite parties. THE allegation on the basis of which the reliefs have been claimed for may shortly be stated as follows. THE complainant had obtained an Children Money Back Policy for an assured sum of Rs. 25,000/- in the name of their deceased son Sunil on 4.3.1995 at Nimapara Branch. After deposit of the premium on the same date the policy was issued, unfortunately their son Sunil met with an accident on 26.3.1997 and died on 28.3.1997 and after his death the complainant made a claim before the L.I.C.I. for payment of the benefit under the policy.

2. THE Insurance Company-O.P. filed their version before the District Forum and repudiated the claim on the ground that the case is barred by limitation and the proposal form was accepted by the Corporation on 30.3.1995. According to them, Sunil breathed his last after 1 year, 11 months and 28 days since commencement of the risk was 30.3.1997 i.e., two years after the acceptance of the proposal, as per provision of the money back children assurance plan term-113. Perused the memorandum of appeal as well as the order of the District Forum. Also perused the policy bond filed by the complainant. Neither the O.Ps. have filed a single scrap of paper to prove their case that the policy was accepted on 30.3.1995 nor communicated any letter to the complainant that the

policy has been accepted on 30.3.1995 though the premium was accepted on 4.3.1995. The O.Ps. in their written version in para-3 admitted that the complainant has deposited the premium on 4.3.1995. The policy bond reveals that the date of commencement of the policy was 1.3.1995 and the date of maturity was 1.3.2014. We accept the date of commencement and acceptance of policy on 4.3.1995. The complainant''s son died on 28.3.1997 i.e., after 2 years 26 days from the date of commencement and acceptance of the policy. Therefore, we are of the view that the complainant is entitled to get the death benefits. Therefore, we allow this appeal and set aside the order of the District Forum and direct the O.Ps.-L.I.C.I. to pay a sum of Rs. 25,000/- along with admissible interest to the complainant from 28.3.1997 till payment, within sixty days from the date of communication of this order. No cost so far as this appeal is concerned. Appeal allowed.

