(2003) 05 NCDRC CK 0075

In the National Consumer Disputes Redressal Commission

RANI APPELLANT

Vs

L.I.C. RESPONDENT

Date of Decision : 30-05-2003

Acts Referred:

Citation : 2005 1 CPJ 83

Hon'ble Judges : H.S.Brar , C.P.Budhiraja , Jasbir Kapoor J.

Final Decision : Appeal dismissed

Judgement

1. IT is an appeal against the order dated 19.9.2001 of the District Consumer Disputes Redressal Forum, Kapurthala (hereinafter called the District Forum).

2. BRIEF facts stated in the complaint are that the appellant-complainant''s (hereinafter called the complainant) husband Shri Subhash Chander had got himself insured with the respondents for a sum of Rs. 60,000/-. The husband of the complainant had in fact taken two insurance policies worth Rs. 25,000/- and Rs. 60,000/-. Shri Subhash Chander died and the complainant lodged claim with the respondents with regard to both the policies. The respondents paid amount of one policy of Rs. 25,000/- but the claim of Rs. 60,000/- was rejected. It is then stated in the complaint that in spite of complainant''s best efforts, the respondents did not pay the amount of insurance of Rs. 60,000/- which amounted to deficiency in service on their part. It was prayed in the complaint that the respondents be ordered to pay insurance claim and compensation for mental tension and harassment to the tune of Rs. 50,000/-. On notice, the respondents filed the written reply. Under the head preliminary objections, respondents pleaded that the complaint was not maintainable as all the class-I legal heirs were not impleaded as party. The nominee in policy was a trusty and was not entitled to recover any amount. On merits, it is admitted that the deceased Subhash Chander had taken two policies one for Rs. 25,000/- on 30.4.1997 and other for Rs. 60,000/- on 15.7.1998. The claim under policy for Rs. 25,000/- was paid as per rules. The other claim under policy for Rs. 60,000/- was repudiated vide letter dated 24.5.2000 as the assured at the time of taking

the second policy of Rs. 60,000/- had deliberately misrepresented about his state of health and had suppressed the disease from which he was suffering and got treatment from the hospital before taking the policy in question. It was further pleaded in the reply that in the proposal form, the deceased had given incorrect information and had suppressed the material facts from the respondents. Shri Subhash Chander was a patient of Carcinoma (bladder with UTI and Septicaemia). He was treated for CA urinary bladder and he was patient with a history so passing blood in the urine off and on for the last one year before taking the policy. For this very serious disease, he was admitted on 30.3.1998 in Kidney Hospital, Jalandhar, Medical treatment could not cure his disease. He was operated upon on 30.11.1998. It was then alleged in the reply that he had intentionally withheld this vital information of his disease of cancer of urinary bladder with mala fide intention to play a fraud with the respondents. It is then pleaded that Shri Subhash Chander knew at the time completing the proposal form that the statement and the declaration he was making were false and incorrect. If the assured had disclosed his illness of Carcinoma urinary bladder, the respondents would have got all special reports and clinical and pathological tests conducted before considering the acceptance of proposal. It is then stated in the reply that the claim of the complainant was, therefore, rejected vide repudiation letter dated 24.5.2000. It is prayed that the complaint be dismissed as meritless.

After hearing the Counsel for the parties, the District Forum dismissed the complaint. Hence this appeal.

3. WE have heard the learned Counsel for the parties and have gone through the record of the case as well as the order of the District Forum. WE do not find any infirmity in the order of the District Forum. It stands clearly proved from Exs. R-3, R-4 and R-5 that Shri Subhash Chander deceased husband of the complainant was suffering from cancer and had taken treatment from Kidney Hospital, Jalandhar before taking the insurance policy. Even Dr. Hari Singh in whose hospital insured died has stated that the insured died of cancer. We do not find any flaw in the well-reasoned order of the District Forum. Consequently, this appeal is dismissed. Appeal dismissed.