(2004) 03 NCDRC CK 0071

In the National Consumer Disputes Redressal Commission

Renu Devi APPELLANT

Vs

LIFE INSURANCE CORPORATION OF INDIA LTD. RESPONDENT

Date of Decision : 29-03-2004

Acts Referred:

Citation : 2004 4 CPJ 434 : 2005 1 CLT 110

Hon'ble Judges : D.P.S.Choudhary , Asma Ahmad J.

Final Decision : Appeal allowed

Judgement

1. COMPLAINANT is the appellant who has preferred the appeal against the order dated 8.4.2003 passed in Complaint Case No. 81/2000 by District Forum, Nawadah whereby the District Forum has held that complainant is not entitled to get double accident benefit and dismissed the complaint.

2. THE brief fact of the case is that husband of the complainant Anuj Singh had a life insurance policy from L.I.C., Nawadah Branch. THE policy was taken in the year 1997 for the sum of Rs. one lakh and it commenced from 16.3.1997 (Policy No. 511009554). THE husband of the complainant was murdered by the villagers on 16/17.6.1999. The complainant being the widow filed the claim of the insured amount before the L.I.C. She is also nominee in the policy. In pursuance of her claim the L.I.C. paid a sum of Rs. 1,14,755/- only through cheque on 15.10.1999 but they did not pay the additional sum against the double accident benefit as per terms of the L.I.C. policy. The complainant made several request to the L.I.C. for payment of the additional sum amounting to Rs. 1,14,755/- but to no effect and hence the complainant filed the case before the District Forum and claimed compensation of Rs. 50,000/- as well as 12% interest on the delayed payment.

The L.I.C. appeared and filed rejoinder. Its main contention was that as per policy condition the L.I.C. was not liable to pay the additional sum as claimed against the double accident benefit because as per police report life assured Anuj Kumar died in an altercation which was due to his having illicit relation with the sister of accused person and they planned to kill him. Therefore, the death of the life assured cannot be treated as death by accident. His death was caused on immorality as such under the terms and conditions of the insurance policy the company was not liable to pay additional sum against double accident benefit. Accordingly the L.I.C. rightly repudiated the further claim of the complainant. The District Forum has rightly considered this fact and rejected the clam of the complainant.

3. FROM the facts enumerated above the complainant''s husband have a policy of double accident benefit for the sum of Rs. one lakh which commenced from 16.3.1997. This fact is admitted that life assured was murdered by villagers in the night of 16/17.6.1999. FROM the impugned order it is clear the District Forum held that after investigation the police found that accused person killed the life assured for having illicit relation with the sister of the accused and held that the death was caused due to immoral act of the deceased. As per terms of the policy bond if the death is caused by intentional self-injury, attempted suicide, insanity or immorality or whilst the life assured is under the influence of intoxicating liquor, drug or narcotic then in that case life assured is not entitled for the double amount of the sum assured under the policy. Under these circumstances, he is entitled only to the amount of the policy. The District Forum accepted the police report and held that L.I.C. has rightly repudiated the claim of the complainant to pay the double amount of the policy. It was submitted before us by the appellant that order of the District Forum is not in accordance with the facts and material available on record. The District Forum has considered only a part of the police report which is not admissible under the evidence Act. At best it is a piece of supporting or corroborating evidence. On behalf of the complainant certified copy of the statement of five prosecution witnesses under Section 164, CRPC made before the C.J.M., Nawadah has been brought on record. None of these witnesses have stated that complainant''s husband, life assured, was killed by accused persons on the ground that he had illicit relation with the sister of the accused. These witnesses have namely accused persons and had stated that they had seen the accused persons killing the deceased by means of Garasa, etc. when they arrived at the place of occurrence on Halla. The complainant has also examined six witnesses before the District Forum and they have been cross examined on behalf of the O.P.-L.I.C. They have denied the allegation of the L.I.C. that deceased life assured had an illicit relation with the sister of the accused persons who had killed him. On this point all the witnesses are consistent that deceased had no illicit relation with the sister of accused persons. The District Forum did not consider one of these evidences in the impugned order but based his order only on the police report. The complainant has filed protest complaint before the C.J.M. against the police report. From the police report it is not clear what was the source of knowledge to the police officials that deceased had illicit relation with the sister of the accused persons. It was submitted on behalf of the appellant that in view of the overwhelming legal evidence adduced on behalf of the complainant the District Forum should not have accepted the statement made by the police in the final report.

4. IT was also argued on behalf of the appellant that L.I.C. has made no

independent investigation into the matter. No Surveyor was appointed to conduct inquiry into the cause of death of the life assured. This was mandatory on the part of the L.I.C. The L.I.C. repudiated the claim only on the basis of police investigation report. In reply the learned Lawyer of the L.I.C. submitted that in the police report it is clearly mentioned that on his investigation in the case examined local witnesses and found that deceased had illicit relation with the sister of the accused persons. This amounts to death caused due to immorality and in Clause 10(b) of the policy bond it is mentioned that life assured is not entitled for double accident benefit if the cause of death is immorality. Therefore, the repudiation of the claim by the L.I.C. is justified and the impugned order does not require interference. We have considered the submissions made on behalf of the parties. Perused the impugned order and have gone through the evidence of six witnesses examined before the District Forum on behalf of the complainant who were cross examined by the O.P.-L.I.C. It includes the evidence of the complainant Renu Devi. We have also perused the statement of the five witnesses of the prosecution examined under Section 164, CRPC before the C.J.M., Nawadah carefully. We find substance in contention of the appellant that all the witnesses are consistence on the point that deceased had no illicit relation with the sister of the accused persons. Prima facie there is no reason to disbelieve the evidence of these witnesses. In view of these evidences the District Forum was not justified in accepting the police report where it is mentioned that deceased has illicit relation with the sister of the accused. The reliance on the police report by the District Forum is against the provision of the evidence act much the less when overwhelming evidence of the witnesses as mentioned above. We have already observed above that L.I.C. did not conduct any enquiry or appointed any Surveyor independently to enquire into the cause of death of the life assured. Therefore, we have no other option but to accept the evidence adduced on behalf of the complainant both before the District Forum and before the C.J.M., Nawadah.

5. FOR the aforesaid reasons we accept the claim of the complainant and set aside the order of the District FORum. We direct the O.P.-respondent-L.I.C. to pay the remaining amount of the double accident benefit policy of the life assured i.e., Rs. 1,14,755/- with 9% interest thereupon because of delayed payment since 15.10.1999 the date on which Rs. 1,14,755/- only was paid to the complainant and the rest amount was not paid for the ground mentioned above. We further direct the L.I.C. to make payment of the above amount within three months from the date of this order. However, there shall be no order as to cost. Appeal allowed.

