(2004) 11 NCDRC CK 0031

In the National Consumer Disputes Redressal Commission

STATE INSURANCE And GPF DEPTT. — APPELLANT

Vs

LADKANWAR SUTANIA — RESPONDENT

Date of Decision : 22-11-2004

Acts Referred:

Citation : 2005 3 CPJ 493

Hon'ble Judges : M.A.A.Khan , Sushma Tanwar J.

Final Decision : Appeal dismissed

Judgement

1. LATE Sri Ram Chandra Sutania, the deceased husband of Smt. Ladkanwar Sutania respondent, was an employee of the State Government as an Inspector in its Co-operative Deptt. He was accordingly covered under the Group Insurance Scheme of the appellants and was regularly making payment of Rs. 120/- p.m. towards the premium of the insurance policy. The respondent was his nominee under the said policy.

2. SRI Ram Chandra, the insured, died on 28.3.2000 as a result of the injuries sustained by him in a rail accident. The respondent filed her claim with the appellants for payment of the assured sum with accidental and other benefits under the policy. But the appellants did not finalise the claim despite availing sufficient time. She, therefore, filed a complaint under Section 12 of the C.P. Act, 1986 (the Act) against the appellants before Distt. Forum, Kota. The appellants resisted her claim on the ground that the deceased insured had committed suicide and, therefore, the claim of the respondent was not acceptable. The Distt. Forum found no merits in such plea of the appellants and allowed respondent''s complaint, directing the appellants to pay the sum assured of Rs. 2,00,000/- with interest @ 12% p.a. and cost at Rs. 500/- to her. Hence this appeal by the appellants. Mr. M.L. Vyas, the learned Counsel for the appellants, vehemently urged that the learned Distt. Forum failed to appreciate that the injuries found present on the dead body of the deceased loudly speak of his suicidal rather than accidental death. Mr. Vyas took us through the post-mortem examination report of the deceased and highlighted the following injuries as found present on the

person of the deceased-insured, and as mentioned in such report: (1) Head is separated (decapitated) from trunk. Neck area totally absent. At the separated margins of trunk and head, there are contusions and abrasions. (2) Lacerated wound 4 x 3 cm. x skin deep on (Lt.) side fore-head. (3) Crush(ed) injury (Lt) arm, the lower 2/3rd of arm and elbow along with upper of forearm are missing. The lower 1/3rd of forearm and hand present. (4) Diffuse (d) swelling (Rt) collor arm with fracture of collor bone. (5) Diffuse(ed) swelling (Rt) thigh middle 1/3rd of femer shaft. Note : The body at places is stained with coal/black greezy material.

Mr. Vyas further pointed out that cervical spinal cord and cervical part of esophagus were also found missing.

3. ON the other hand the learned Counsel for the respondent, supporting the impugned order, particularly highlighted the following facts, namely: (1) The G.R.P. Kota, at the instance of and information from A.S.M. on duty at Kota Railway Station Kota, had initiated proceedings under Section 174, Cr.P.C. and on inquiry it was found that it was purley a case of accidental death and such conclusions of the police officials were also approved of by the Addl. Distt. Magistrate (City) Kota.

(2) The Life Insurance Corporation of India, after having conducted inquiry into the causes of death of the deceased insured, paid the sum assured of Rs. 25,000/- to the respondent.

(3) The findings recorded by appellant''s investigator/Divisional Manager to the effect that the deceased had died a suicidal death were not approved of by the Insurance Ombudsman, who reprimanded the Oriental Insurance Co. Ltd. and directed it to pay the sum assured to the respondent as per terms and conditions of the group insurance policy obtained by the Railway Administration in respect to the risk to the lives of the passengers/other persons sustaining injuries in railway accidents.

In support of his arguments the learned Counsel took us through the contents of the documents prepared by the GRP Kota in the course of their inquiry under Section 174, Cr. P.C., including the particulars of site maps, the statements of Punches, the Punchnama, the seizure memo of the watch of the deceased, the order of the ADM (City), Kota, the letters written by L.I.C. and the order for release of the sum assured of Rs. 25,000/- to the respondent, the order of the Divisional Manager of Oriental Insurance Co. Ltd. and the order of the Insurance Ombudsman.

4. ON taking a prima facie view of the injuries found on the person of the deceased insured we had felt inclined to agree with Mr. Vyas that the deceased insured might have died a suicidal death but on a closer study of the documents referred to above we are not inclined to interfere with the impugned order on the basis of the assumed probability. We find no iota of evidence on record to suggest that the deceased insured was having or could have, reasons to commit

suicide. He was a Government servant aged 54 years, gainfully employed as an Inspector in the Co-operative Deptt. of the State Government. There is no suggestion to the effect that the deceased was having any problem with his service colleagues, juniors or superior officers or facing any charges or disciplinary actions. There was also no history of any sort of depression on his part caused by any social or family discord or problem. Instead, there was positive evidence in the statements of the Panches to the Punchnama, police officials in the site map and seizure and other memos, gagmen on duty and deceased''s own wife that he had died of injuries caused accidentally to him by a moving train. The railway track and the poles whereat the unfortunate incident had taken place were also not too far away from the inhabitant area of the city of Kota. The Insurance Ombudsman had also negatived suicide as cause of the death of the deceased. Taking into account all the facts and circumstances of this case, including those pointed out above, and keeping in mind the aims and object of the Act, we are not inclined to disturb the impugned order which legitimately and justly represents a realistic approach to the provisions of a beneficial legislation. In the result, this appeal is dismissed with cost on parties. Appeal dismissed.

