
(2022) 09 SC CK 0100
In the Supreme Court Of India
Case No : Civil Appeal No. 6731 Of 2022

Sulakshna

APPELLANT

Vs

Oriental Insurance Co. Ltd. & Anr.

RESPONDENT

Date of Decision : 23-09-2022

Acts Referred:

Citation : (2022) 9 JT 378 : (2022) 14 Scale 110

Hon'ble Judges : M.R. Shah, J; Krishna Murari, J

Bench : Division Bench

Advocate : Chanchal Kumar Ganguli, Shashwat Panda, Anupam Dasadhikari, Vandana Tiwari, Simran Singh, Abhishek K. Gola, Sudhir Naagar, A. N. Arora

Final Decision : Allowed

Judgement

M.R. Shah, J

1. Feeling aggrieved and dissatisfied with the impugned judgment and order dated 04.02.2016 passed by the National Consumer Disputes Redressal Commission, New Delhi (hereinafter referred to as the National Commission) in Revision Petition No. 2675 of 2015, the original complainant has preferred the present appeal.

2. There was an agreement between respondent No. 1 and respondent No. 2 herein regarding issuance of insurance cover. It was a group insurance. That a sum of Rs. 4,000/- was deposited with respondent No. 2 towards premium on 31.12.2006. Respondent No. 2 issued a cover note on the very day i.e., 31.12.2006. The husband of original complainant died on 17.02.2007 in a road accident. However, it appears that respondent No. 1 – insurance company issued policies for the period from 09.03.2007 to 08.02.2008 on the ground that respondent No. 2 credited the amount of premium on 09.03.2007. Therefore, respondent No. 1 – insurance company refused to pay the amount and refused to settle the claim. Therefore, the complainant filed Complaint Case No. 132/10 before the District Consumer Disputes Redressal Forum, Rohtak (hereinafter

referred to as the District Forum). In the said complaint, a statement was made on behalf of the counsel appearing for respondent No. 1 – insurance company that they will settle the claim of complainant within time period of one month if the complainant submits required document to the company. Accordingly, the District Forum disposed of the said complaint vide order dated 14.10.2010. However, thereafter, the claim was not settled and therefore, the appellant herein – original complainant again approached the District Forum being Complaint No. 278. By order dated 13.01.2015, the District Forum allowed the said complaint and directed respondent No. 1 to pay the sum insured in the respective policies amounting to Rs. 2,50,000/- and Rs. 2,00,000/- along with interest @ 9% per annum.

2.1 Feeling aggrieved and dissatisfied with the order passed by the District Forum allowing the complaint, respondent No. 1 – insurance company preferred the appeal before the State Consumer Disputes Redressal Commission (hereinafter referred to as the State Commission) being First Appeal No. 169 of 2015. The State Commission dismissed the said appeal. Thereafter, respondent No. 1 preferred revision petition before the National Consumer Disputes Redressal Commission. By the impugned judgment and order, the National Commission has allowed the said revision petition preferred by respondent No. 1 herein and set aside the order(s) passed by the District Forum and State Commission, which has given rise to the present appeal at the instance of the original complainant.

3. Having heard learned counsel appearing on behalf of the respective parties at length and having gone through the judgment and order(s) passed by the District Forum, State Commission and National Commission and the relevant material on record and the certificate dated 01.12.2005 issued by the Divisional Manager, it can be seen that respondent No. 2 herein was authorised to accept the premium for and on behalf of respondent No. 1 – insurance company. Thereafter, it was for respondent No. 2 to recover the amount of premium for and on behalf of respondent No. 1 – insurance company and was required to remit the same to respondent No. 1 – insurance company and the policy was required to be issued by the insurance company. It is the case on behalf of the complainant that the deceased husband paid the amount of premium of Rs. 4,000/- with respondent No. 2 on 31.12.2006 and therefore the insurance cover would commence from the completion of the fifteen (15) days of payment of premium. It may be true that respondent No. 2 might have remitted the premium with the insurance company belatedly. However, for the same insured cannot be made to suffer. Under the circumstances, the insured shall be entitled to the amount insured under the policies for which the amount of premium was already paid prior to the death of the insured. Under the circumstances, the National Commission has committed a very serious error in allowing the revision petition and setting aside the orders passed by the District Forum as well as the State Commission. The impugned judgment and order passed by the National Commission is unsustainable.

4. In view of the above and for the reasons stated above, the present appeal succeeds. The impugned judgment and order passed by the National Consumer Disputes Redressal Commission in Revision Petition No. 2675 of 2015 is hereby quashed and set aside. The order passed by the District Forum confirmed by the State Commission is hereby restored. The appellant shall be entitled to the claim amount under the policies along with the interest as ordered by the District Forum to be deposited within a period of eight weeks from today. The present appeal is accordingly allowed. No costs.