(2002) 12 NCDRC CK 0106

In the National Consumer Disputes Redressal Commission

ZONAL MANAGER, L.I.C. OF INDIA — APPELLANT

Vs

M.MUSALA REDDY — RESPONDENT

Date of Decision : 05-12-2002

Acts Referred:

Citation : 2003 2 CPJ 245

Hon'ble Judges : P.Ramakrishnam Raju , Mamata Lakshmanna , C.P.Suresh J.

Final Decision : Appeal dismissed

Judgement

1. THE unsuccessful opposite parties in C.D. No. 90/1996 on the file of the District Consumer Forum, Nalgonda, are the appellants before this Commission. THE facts in brief are that the deceased M. Lakshma Reddy insured his life with the opposite parties for Rs. 50,000/- and policy bearing No. 644029415 was issued to him. THE complainant, his father, is the nominee. THE said Lakshma Reddy died on 12.7.1995 due to snake bite. THE complainant submitted his claim to the opposite parties, but the opposite parties have repudiated the claim through their letter dated 30.3.1996 on baseless reasons. THE complainant, thereupon, approached the District Forum for appropriate reliefs.

2. THE opposite parties filed their written version admitting that Lakshma Reddy has insured his life with them for Rs. 50,000/- under Plan and Term 111-30, and nominated the complainant as his nominee. THEy also admitted that the life assured died on 12.7.1995 within five months from the date of commencement of the policy. As death has occurred within five months from the date of commencement of the policy, the opposite parties caused enquiries into the health and habits of the life assured and the bona fides of the claim. From the enquiry, they came to know that the life assured has not presented himself before the Medical Examiner for medical examination at the time of proposal and has never signed on the medical report. THErefore, the claim under the policy was repudiated. THE Government Examiner of questioned documents through his opinion dated 14.3.1996 also opined that the signature of the medical report is not that of the insured by comparing it with his signatures on the proposal form.

THErefore, they have repudiated the policy. Basing on these pleadings and the evidence adduced, the District Forum allowed the complaint and directed the opposite parties to pay Rs. 50,000/- with interest at 12% per annum from 11.10.1996. Aggrieved by the said finding and order, the opposite parties preferred this appeal. The point for consideration is whether there is any deficiency in service on the part of the opposite parties.

The facts which are not in dispute are that the complainant''s son by name M. Lakshma Reddy has insured his life with the opposite parties for Rs. 50,000/- and he died on 12.7.1995 due to snake bite within a period of five months from the date of commencement of the policy. Though the policy is double accident benefit policy and the deceased died due to snake bite, the complainant has not claimed the said benefit in the complaint. The opposite parties have repudiated the policy on the ground that the insured has not presented himself before the Medical Officer for examination, and his signature is forged on the said Form.

3. THE Panel Doctor of the opposite parties Dr. M.V.L. Kishore was examined as P.W. 2. He stated that Ex. B1 is the Medical Examiner''s Confidential Report dated 11.2.1995 and late M. Lakshma Reddy signed on Ex. B1 in his presence and his signature is marked as Ex. B-3. He also stated that he examined Lakshma Reddy. THE contents of Ex. B-1 were filled up by him and that one Mr. M. Bixma Reddy, LIC Agent brought Lakshma Reddy to him for medical examination. He also stated that Ex. B-4 is the Proposal Form and Lakshma Reddy signed on the Proposal Form also in his presence. THE opposite parties filed the report of the Government Examiner of questioned documents, Ex. B-9. THE report is a replica in one sentence and it reads as follows : "THE person who wrote the red enclosed signatures stamped and marked A-1 and A-2 did not write the red enclosed signature similarly stamped and marked D-1."

Exs. A-1 and A-2 are the signatures of M. Lakshma Reddy on the Proposal Form and D-1 is his signature on the Medical Examiner''s Confidential Report. On perusal of signatures, Exs. A-1, A-2 and D-1, the District Forum observed that the signature Ex. D-1 is not a forged one. We have also examined the signatures and compared the signatures Exs. A-1 and A-2 with Ex. D-1, and we also opine that the signatures tally and the signature D-1 on the Medical Examiner''s Confidential Report is that of M. Laxma Reddy, the insured. No reliance can be placed on Ex. B-9, the report of the Government Examiner of questioned documents, as it is only the opinion of an Hand Writing Expert, and it does not contain reasons for coming to the said conclusion. Therefore, no credence can be given to it. The Court can itself compare disputed signatures with the admitted signatures and come to conclusion. Not only the District Forum, but we too have examined the signatures, and we are also of the opinion that the signature Ex. D-1 on the Medical Examiner''s Confidential Report is the signature of the insured. The District Forum has rightly held this point against the opposite parties/appellants and allowed the complaint. We find no merits in this appeal and this appeal is liable to be dismissed. However, the District Forum awarded interest at 12 per cent per annum from 11.10.1996, the date of the complaint till the date of realisation. We reduce the rate of interest from 12 per cent to 9 per cent per annum and we direct that the said amount shall be paid within interest at 9 per cent per annum from 30.3.1996 the date of the death of the insured, but not from the date of the complaint. With this modification, this appeal is dismissed with costs of Rs. 1,000/-. Time for payment six weeks. Appeal dismissed.