

Insurance Sector

S. NO.	LINK	FACT OF THE CASES	CITATION	FORUM	CASE NO.	DATE OF JUDGEMENT	JUDGEMENT WITH THEME
1.	http://164.100.72.12/ncdrcprep/judgement/00140423101726828RP39482012.htm	Brief facts of the case are that the petitioner/complainant got his vehicle Tata 1613 SE, bearing registration No. HR 55 B 8969, insured with the respondent/OP Insurance Company for the period from 14.06.2004 to 13.06.2005. It has been stated that the said vehicle got stolen on 09.06.2005 during the subsistence of the policy. An FIR No. 144 dated 8.11.2005 was lodged with the local police and an intimation was given to the Insurance Company also. However, when the Insurance Company failed to settle the claim, the consumer complaint in question was filed before the District Forum, requesting for payment of compensation/damages amounting to ` 8.25 lakh plus ` 15 lakh as compensation for mental harassment. The respondent/OP took the stand, however, that the said complaint was not maintainable as the FIR was got registered about five months after the date of alleged incident. Moreover, intimation about the theft was never given to the Insurance Company.	Abdul Rehman (Complainant/petitioner) Versus Oriental Insurance Co. Ltd.(Respondent)	DISTRIC FORUM GURGAON	<i>Complaint No.</i>	11.8.2009	Allowed the complaint and directed the respondent/OP to pay a sum of ` 8.5 lakh to the complainant along with interest @9% p.a. from the date of filing the complaint till realisation. Relying upon the fact that delay was on the part of police in registering the FIR and not on the part of Complainant and oral information was given to the Insurance Co. Ltd. By the Complainant.
			Oriental Insurance Co. Ltd. (Appellant/Petitioner) Versus Abdul Rehman (Respondent)	SCDRC HARYANA	<i>First Appeal No.1403/2009</i>	12.6.2012	Set aside the above order of District Forum relying upon the fact that oral information without it being in writing is no intimation to the Insurance Co Ltd.
			Abdul Rehman (Petitioner) Versus Oriental Insurance Co. Ltd.(Respondent)	NCDRC	<i>Revision Petition No.3948 of 2012</i>	23.4.2014	Upheld the order of the State Commission relying upon the same ground.
2.	http://164.100.72.12/ncdrcprep/judgement/00140702095422974RP215714.htm	The facts in brief are that the complainant took Med claim Policy in 2007 (Hospital Benefit Policy) from New India Assurance Company Limited, the OP/Petitioner for total cover of Rs.11 lacs. It was enforce from 31.05.2011 to 30.05.2012, thereafter renewed again, which was effective from 31.05.2012	Rakesh Kumar (complainant/petitioner) versus New India Assurance Company Limited (Respondent)	District Forum	<i>Complaint No. 210/2013</i>		The District Forum allowed the complaint with the directions to the OP to reimburse the med-claim amount of the Complainant to a tune of Rs.2,24,929/- and to pay Rs.50,000/- as compensation for mental agony and harassment and

		<p>to 30.05.2013. During the subsistence of Policy and 19 months after taking the policy, it was diagnosed that the Complainant suffered severe chest pain on 19.10.2012 and got admitted in Mukat Hospital, Chandigarh. On the same day angiography was performed in the same hospital, thereafter, he took further treatment at Delhi Heart & Lung Institute, New Delhi where he was operated as Coronary Artery Bypass raft/surgery on 23.10.2012 and discharged on 31.10.2012. The Complainant filed the claim form along with Raksha TPA on 15.11.2012. After scrutiny the Petitioner/OP repudiated the claim on the basis of exclusion clause 4.3 of the terms and conditions of the policy, stating that complainant was suffering from pre-existing disease Hypertension, Diabetes ellitus, which are the known risk factors of Coronary Artery Disease. Thus the compliant filed a complaint before the District Forum alleging the deficiency in service by OP in repudiating his genuine claim and prayed for total compensation of Rs.3,34,929/-.</p>	<p>New India Assurance Company Limited (appellant/petitioner) versus Rakesh Kumar (respondent)</p>	<p>SCDRC Chandigarh</p>	<p>First Appeal No. 96/2014</p>	<p>27.03.2014</p>	<p>Rs.7,000/- as cost of litigation charge with interest @ 18% p.a.</p> <p>Dismissed the appeal and upheld the order of district forum on the same ground.</p>
			<p>New India Assurance Company Limited (petitioner) versus Rakesh Kumar (respondent)</p>	<p>NCDR</p>	<p>REVISION PETITION NO. 2157 OF 2014</p>	<p>1st JULY, 2014</p>	<p>National Commission dismissed the revision petition with no order as to costs. On the basis of forgoing discussions. Found no infirmity in the order of State Commission which needs our interference.</p>
3.	<p>http://164.100.72.12/ncdrcprep/judgement/00140804151516636RP305512.htm</p>	<p>Briefly put, the facts relevant for the disposal of the revision petition are that in September 2004, the respondent complainant took Postal Life Insurance Policy for a sum of Rs.1,60,000/-. The policy was to mature on 22.09.2012. The respondent paid a premium of Rs.1688/- per month up to August 2007. Thereafter, due to financial constraints, the respondent surrendered the insurance policy in terms of condition no.4. The petitioner opposite party offered to pay a sum of Rs.45180/- against surrender value, which amount was Rs.17276/- less than the actual surrender value. The amount was accepted by the respondent under protest. Claiming the wrongful deduction as deficiency in service,</p>	<p>Mahendra Singh Meena (Complainant/Petitioner) Versus The Chief Post Master general & anr. (Respondent)</p>	<p>DISTRICT FORUM CHURU</p>	<p>Complaint no. 139/08</p>		<p>The District Forum on consideration of record allowed the complaint and directed the OP to pay a sum of Rs.17,276/- to the respondent within one month.</p>
			<p>The chief post master general & anr. (Appellant) Versus Mahendra Singh</p>	<p>SCDRC Jaipur</p>	<p>First appeal no.470/2011</p>	<p>18/8/2011</p>	<p>Dismissed the appeal and upheld the order of district forum on the same ground.</p>

		<p>the respondent filed consumer complaint before District Forum Churu Rajasthan. The Opposite Party in his written statement admitted that respondent had taken insurance policy for a sum of Rs.1,60,000/- on 29.09.2004 and that he had paid monthly premium of Rs.1688/- up to the month of August 2007. Thereafter, he applied for the surrender of the policy. It is contended that the surrender value of the policy was rightly calculated and paid to the complainant. The petitioner OP thus pleaded that there is deficiency in service.</p>	<p>meena (Respondent)</p> <p>The chief post master general & anr. (Petitioner) Versus Mahindra Singh Meena (Respondent)</p>	NCDRC	<p><i>Revision petition no. 3055/2012</i></p>	1/7/2014	<p>Under these circumstances, NCDRC did not find any jurisdictional error or material irregularity in the impugned order which may call for interference in exercise of revisional jurisdiction and revision petition dismissed with no order as to costs.</p>
4.	<p>http://164.100.72.12/ncdrcprep/judgement/00140813153456962RP313413.htm</p>	<p>Brief facts of the case are that complainant/petitioner got insured his Scoda Activa DL-9CG09923 from OP/respondent for a period of one year from 9.10.2010 to 8.10.2011. On 25.11.2010, vehicle met with an accident and damage was caused. Complainant submitted claim before OP, but OP repudiated the claim. Alleging deficiency on the part of OP, complainant filed complaint before District Forum., OP resisted complaint and submitted that complainant suppressed material fact at the time of obtaining policy and availed no claim bonus deduction, though, he was aware that he had received bonus from earlier insurer Bajaj Allianz Insurance Co. And prayed for dismissal of complaint. Learned District Forum after hearing both the parties dismissed complaint. Appeal filed by complainant was dismissed by learned State Commission vide impugned order against which, this revision petition has been filed.</p> <p>The petitioner submitted that without any declaration by petitioner, learned District Forum dismissed complaint on the basis of obtaining no claim bonus fraudulently and learned State Commission further committed error in dismissing appeal; hence, revision petition be allowed and impugned order be set aside. On the other hand, learned Counsel for the respondent submitted that order passed by learned State Commission is in accordance with law; hence, revision petition be dismissed.</p> <p>Perusal of record reveals that complainant obtained policy from OP in which OP's agent allowed Rs.3,226/- as no claim bonus and complainant paid amount as demanded by agent. Learned Counsel for</p>	<p>Shri Vijay somany (complainant) versus Reliance general insurance co. ltd. (respondent)</p> <p>Shri Vijay somany (appellant) versus Reliance general insurance co. ltd. (Respondent)</p> <p>Shri Vijay somany (petitioner) versus Reliance general insurance co. ltd.</p>	<p>District Forum</p> <p>SCDRC Panchkula</p> <p>NCDRC</p>	<p><i>Complain t case no.</i></p> <p><i>First appeal no.329/2013</i></p> <p><i>Revision petition no. 3134/2013</i></p>	<p>23/5/2014</p> <p>13/7/2014</p>	<p>District Forum dismissed complaint on the basis of obtaining no claim bonus deduction fraudulently</p> <p>State commission upheld the order of district forum on the same ground.</p> <p>Revision petition was allowed and impugned order passed by State Commission, and order of District Forum were set</p>

		<p>the petitioner submitted that no false declaration regarding non-receipt of earlier claim was made by petitioner and proposal-cum-cover note does not contain signatures of the petitioner; even then, District Forum committed error in dismissing complaint. Perusal of proposal-cum-cover note reveals that it does not bear signatures of the complainant on declaration and in absence of any signatures on the declaration, it cannot be inferred that complainant has given any false declaration regarding non-receipt of claim from earlier insurer. Merely because no claim bonus of 25% amount has been allowed by the agent of respondent from payable premium, it cannot be inferred that no claim bonus amount was deducted on the declaration of petitioner because learned Counsel for the respondent could not place any document to substantiate this argument that petitioner declared before the concerned agent that he has not received any claim from the earlier insurer. Respondent has not placed affidavit of concerned agent who filled proposal-cum-cover note to prove that petitioner declared before the concerned agent that he has not received claim from earlier insurer. Merely because petitioner has changed insurance company, it cannot be inferred that he changed insurance company for the purpose of playing fraud on respondent. Learned District Forum wrongly mentioned in its order that in absence of reason for changing insurance company, it may be inferred that it was for availing benefit of no claim bonus. Learned State Commission in its impugned order has reproduced GR 27 regarding no claim bonus. Perusal of this proviso makes it clear no claim bonus was to be allowed only after finding no claim bonus entitlement from previous insurer. It has further been mentioned in GR 27 that where the insured is unable to produce evidence of no claim bonus entitlement from the previous insurer, no claim bonus may be permitted only after obtaining declaration from the insured. Respondent has not placed on record any such declaration obtained from the petitioner while granting no claim bonus.</p> <p>As discussed above, there is prima facie error in the order of District forum as well as State Commission holding that petitioner gave false declaration regarding entitlement for no claim bonus and in such circumstances; this judgment does not help to the respondent.</p>	(respondent)				<p>aside and complaint is partly allowed and respondent is directed to process claim within 30 days and make payment accordingly with interest @ 12% p.a. from the date of filing complaint till payment.</p>
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5.	http://164.100.72.12/ncdrcprep/judgement/00140807151243344RP239413.htm	<p>Brief facts of the cases are that complainants/respondents purchased Capital Builder 15 years Unit Linked Policy from OPs/petitioners and paid three regular premium of Rs.50,000/- in each complaint. At the time of taking the said policy, the OP assured that complainant's premium would be doubled after 3 years. Complainant only put her signatures on the form, which was not filled by her and terms and conditions of the policy were not brought to her notice. After expiry of three years, complainant visited office of OP for withdrawal of amount, but she was shocked to know that she would be refunded the amount after deduction of more than 50% of the amount deposited. On the assurance of OP, in order to get full paid up premium, she further made investment of Rs.20,000/- in another policy; namely, Base Policy 10 years endowment Plan. In spite of repeated requests, deposited amount was not refunded by OP. Alleging deficiency on the part of OP; complainant filed two complaints before District Forum. OP resisted complaints and admitted issuance of policies, but submitted that complete policy documents containing terms and conditions of the policy were delivered to the complainant. It was further submitted that OP issued policy on the basis of proposal form submitted by the complainant. Complainant, if not satisfied with the policy could have applied for cancellation of the policy within 15 days free look period from the receipt of policy, but she did not avail this option. It was further submitted that after 19.11.2008, complainant did not pay regular premium, as such, policy lapsed and intimation was given to her; hence, full deposited amount was not refundable and prayed for dismissal of complaint. Learned District Forum after hearing both the parties dismissed complaints. Complainant filed appeal before State Commission and learned State Commission vide impugned order allowed appeals and directed OP to pay complainant Rs.1,46,000/- in Complainant No. 370/12 and Rs.1,71,000/- in Complaint No. 371/12 and further allowed Rs.10,000/- as compensation and Rs.5,000/- as cost of litigation in both the complaints against which, these revision petitions have been filed.</p> <p>Learned Counsel for the petitioner submitted that as policies taken by complainant lapsed due to failure of depositing premium, learned District Forum rightly dismissed complaint and learned State Commission committed error in allowing appeal; hence, revision</p>	<p>Ms. Reena Singh (complainant) Versus Max new York life insurance co. ltd. (respondent)</p> <p>Ms. Reena Singh (appellant) Versus Max new York life insurance co. ltd.(respondent)</p> <p>Max new York Life insurance Co. ltd. (petitioner) Versus Ms. Reena Singh (respondent)</p>	<p>District Forum</p> <p>SCDRC UT Chandigarh</p> <p>NCDRC</p>	<p>Complainant case no.370/2012 &371/2012</p> <p>First appeal no.17/2013 & 18/2013</p> <p>Revision petitioner no. 2394/2013 & 2395/2013</p>	<p>21/3/2013</p> <p>07/8/2014</p>	<p>District forum dismissed the complaint.</p> <p>State commission vide impugned order allowed the appeal and directed op to pay complainant Rs. 1,46,000/- in complainant no. 370/12 and Rs. 1,71,000/- in complaint no. 371/12 and further allowed Rs. 10,000/- as compensation and Rs.5,000/- as cost of litigation in both complaints.</p> <p>Revision petition are allowed and set aside the order of state commission. District Forum rightly dismissed complaint and learned State Commission committed error in allowing appeal; hence, revision petition be allowed and impugned order be set aside</p>
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6.	http://164.100.72.12/ncdrcprep/judgement/00140908113424267RP21642008.htm	<p>Brief facts of the case are that Complainant-Respondent got his tanker No. RJ 21 G 0531 insured with Opposite Party/ Petitioner for a period of one year from 6.9.1995 to 5.9.1996 for Rs. 3,50,000/-. On 13.7.1996, tanker met with an accident and was damaged. At the time of accident, tanker was driven by FerozBeg but actually driver was Inayat Khan. Complainant claimed Rs. 1,31,899/- towards cost for repair of the tanker and submitted claim to Opposite Party. Claim was repudiated by Opposite Party on the ground that at the time of accident, driver was having learner's license which was not valid. Alleging deficiency on the part of Opposite Party, Complainant filed complaint before District Forum. Opposite Party resisted complaint and submitted that as the vehicle was driven by Feroz Beg having learner's license, claim was rightly repudiated. It was, further, submitted that surveyor assessed loss of only Rs. 44,034/- and prayed for dismissal of complaint. Learned District Forum, after hearing both the parties, dismissed the complaint as barred by limitation and driver was having learner's license. Appeal filed by the Complainant was allowed by Learned State Commission and Rs. 44,034/- was awarded as</p>	<p>Alam Ali Khan (Complainant) Versus National Insurance co. Ltd. (Respondent)</p>	<p>District Forum</p>	<p><i>Complain t case no.</i></p>	<p>Alleging deficiency on the part of Opposite Party, Complainant filed complaint before District Forum. Opposite Party resisted complaint and submitted that as the vehicle was driven by Feroz Beg having learner's license, claim was rightly repudiated. It was, further, submitted that surveyor assessed loss of only Rs. 44,034/- and prayed for dismissal of complaint. Learned District Forum, after hearing both the parties, dismissed the complaint as barred by limitation and driver was having learner's license. Learned District Forum, after hearing both the parties, , dismissed the</p>

		<p>compensation against which this Revision Petition along with application for condonation of delay of 74 days has been filed. It is an admitted case of the parties that at the time of accident, Feroz Khan, who was holding learner's license was driving the vehicle. Learned Counsel for the Petitioner placed reliance on judgment of Hon'ble Apex Court in (2011) 9 Supreme Court Cases 438- Alka Ojha Vs. Rajasthan Public Service Commission & Anr. , in which it was held that driving license and learner's license cannot be treated at par and further observed that a person shall not drive motor vehicle in any public place unless he holds effective driving license. Thus, it becomes clear that person holding learner's license cannot drive transport vehicle on highway and Learned District Forum rightly dismissed the complaint. Learned State Commission in the light of judgment of Hon'ble Apex Court in National Insurance Co. Vs. Swaran Singh & Ors- (2004) 3 SCC 297, allowed appeal holding that if driver of the vehicle was having a learner's license, the Insurance Co. was liable. Facts of Swaran Singh's case are not applicable to the case in hand and Learned State Commission committed error in allowing appeal in the light of the aforesaid judgment. As driver of the vehicle was having learner's license at the time of accident, which do not permit driver to drive transport vehicle on road, Petitioner has not committed any deficiency in repudiating the claim and order of the District Forum was in accordance with Law and Learned State Commission committed error in allowing appeal. Hence, Revision Petition is to be allowed.</p>	<p>Alam Ali Khan (Appellant) Versus National Insurance co. Ltd. (Respondent)</p>	<p>SCDRC Jaipur</p>	<p><i>First appeal no. 1126/2000</i></p>	<p>20.11.2007</p>	<p>complaint as barred by limitation and driver was having learner's license</p> <p>State commission allowed the appeal and Rs. 44,034/- was awarded as compensation.</p>
			<p>National Insurance co. Ltd. (Petitioner) Versus Alam Ali Khan (Respondent)</p>	<p>NCDRC</p>	<p><i>Revision petition no. 2164/2008</i></p>	<p>8.9.2014</p>	<p>Revision petition was allowed and set aside the ordered of state commission and upheld the order of district forum.</p>
7.	<p>http://164.100.72.12/ncdrcprep/judgement/00140918104334222RP414512.htm</p>	<p>Brief facts of the case are that complainant/petitioner's vehicle AP 10 AK 1573 was insured with OP/respondent for a period of one year from 7.10.2007 to 6.10.2008. On 5.1.2008, vehicle met with an accident and OP was given intimation. OP appointed surveyor. Complainant paid Rs.7, 51,378/- towards repair of the car and submitted claim and OP sent cheque of Rs.1, 00,000/- along with discharge voucher. Complainant accepted cheque under protest and sent intimation to OP. Alleging deficiency on the part of OP, complainant filed complaint before District forum. OP resisted complaint and submitted that payment was made as per surveyor's assessment. It was further submitted that under protest letter dated 18.8.2009 was not received by OP and prayed for dismissal of</p>	<p>Ekasila Chemicals Ltd. (Complainant) Versus The Branch Manager , United India Insurance Co. Ltd. (Respondent)</p>	<p>District forum</p>	<p><i>Complain t case no.</i></p>		<p>District forum allowed complaint partly and directed OP to pay Rs. 20,850/- with 8% p.a. interest and further awarded Rs.2,000/- as costs. On the ground that complainant has not filed statement of accounts showing encashment of cheques.</p>
			<p>Ekasila Chemicals Ltd. (Appellant)</p>	<p>SCDRC</p>	<p><i>First appeal no.</i></p>	<p>21/6/2012</p>	<p>State commission dismissed the appeal and order</p>

		complaint. Learned District forum after hearing both the parties, allowed complaint partly and directed OP to pay Rs. 20,850/- with 8% p.a. interest and further awarded Rs. 2,000/- as costs. Appeal filed by the complainant was dismissed by learned State Commission vide impugned order against which, this revision petition has been filed.	Versus The Branch Manager, United India Insurance Co. Ltd. (Respondent)		369/2011		passed by learned District Forum allowing Rs. 20,580/-was upheld .
			Ekasila Chemicals Ltd. (Petitioner) Versus The Branch Manager, United India Insurance Co. Ltd. (Respondent)	NCDRC	Revision petition no. 4145/2012	18/9/2014	Looking to the concurrent finding of fact, NCDRC did not find any illegality, irregularity or jurisdictional error in the impugned order and revision petition was liable to be dismissed. Revision petition filed by the petitioner was dismissed at admission stage with no order as to costs.
8.	http://164.100.72.12/ncdrcprep/judgement/00140922132326563RP407812.htm	This revision petition arises from repudiation of an insurance claim under a hospitalization benefit policy taken by the revision petitioner/Complainant from the respondent/National Insurance Co. The petition has been filed with delay of 43 days. We have perused the application for condonation of this delay. The application is vague and seeks to place the entire blame at the doorstep of the Advocate who was allegedly engaged to file the revision petition. The application itself is signed by another Advocate, who eventually filed this revision petition. In our view, no reasonable explanation comes out from this application. The revision petition is therefore, liable to be dismissed on the ground of delay alone. The claim pertains to hospitalization of the insured/complainant with heart ailment, for nine days in June, 2007. Significantly, it is the admitted case of the respondent/National Insurance Co that the pre-existing heart condition of the insured was a known fact at the time of issuance of the policy. In this behalf, the Written Statement filed by the OPs before the District Forum makes the following categorical statements:- a) At the time of taking the med claim policy the Complainant was suffering from heart disease and was not fit for taking the policy. But, on his request the policy was issued to him, subject to exclusion of heart and other related diseases. (Preliminary Objection 6)	Kanhaiyalal Aghi (Complainant) Versus National Insurance Co. Ltd. (Respondent)	The district forum	Complain t case no.		The District Forum allowed the claim observing that it was an admitted fact that the policy was taken specifically mentioning that the complainant was having heart problem. It was on this ground that the District Forum held that in case of any ambiguity or confusion in the rules, the benefit of doubt needs to be given to the consumer.
			National Insurance Co. Ltd. (appellant) Versus Kanhaiyalal Aghi (Respondent)	SCDRC Haryana	First appeal no.722/2011	29/5/2012	The State Commission allowed the appeal and set aside the order of the District Forum observing that:- "It has not been denied that the complainant had taken out Hospitalization and Domiciliary Benefit Policy and had intimated about the disease of heart problem to the OPs in the proposal filled up by him. It has also not been

		<p>b) The policy was first issued in 2004 subject to exclusion of heart and related diseases. It was later renewed in 2005 and 2006 on the same terms and conditions. (On Merits 1)</p> <p>c) The claim of the Complainant under the policy was repudiated on 14.1.2008 on the ground of his pre-existing illness. (Preliminary Objection 5). It is clear from the above that the perceptions of the District Forum and the State Commission differ from each other on the applicability of exclusion Clause 4.1 to the case of the complainant. In this background and considering the averments in the Revision Petition, several opportunities were provided to the revision petitioner/Complainant by this Commission to file the insurance cover note (policy) for the relevant period. Different counsels appearing on his behalf were, on as many as seven occasions, allowed time to produce the relevant documents, but they failed to produce any. The main counsel who had filed the revision petition never appeared before this Commission.</p>	<p>Kanhaiyalal Aghi (Petitioner) Versus National Insurance Co. Ltd. (Respondent)</p>	<p>NCDRC</p>	<p><i>Revision petition no. 4078/2012</i></p>	<p>19/9/2014</p>	<p>disputed that complainant received treatment for heart problem and sought disbursement of the amount. It was specific stand of OP that though complainant had intimated about the heart problem, however the heart related diseases were excluded from the coverage of the policy. Our attention has been drawn to the cover note, wherein it has specifically been mentioned, “subject to exclusion of heart and its related diseases”. Since the OP has excluded the heart and its related diseases and complainant received treatment about heart disease, therefore, it fell in the exclusion clause and thus OP could not liable to pay the amount. The District Consumer Forum has not appreciated the factual position on record and committed great error while accepting the complaint of the complainant and as such the impugned order under challenge is not sustainable in the eyes of law.”</p> <p>Nation commission found no material or ground to interfere with the well-reasoned order passed by the Haryana State Consumer Disputes Redressal Commission. Consequently, Revision Petition No.4078 of 2012 is dismissed. Both parties to bear their own costs</p>
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10.							