IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.2381 of 2014
Date of decision: 09.11.2016

Bajaj Allianz Life Insurance Co. Ltd. and others

... Petitioners

Vs.

Satnam Singh and another

... Respondents

CORAM: HON'BLE MR. JUSTICE RAMESHWAR SINGH MALIK

Present: Mr. Varun Chawla, Advocate
for the petitioners.

Mr. Harish Goyal, Advocate
for respondent No.1.

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RAMESHWAR SINGH MALIK, J. (ORAL)

Present writ petition is directed against the order dated 05.11.2012 (Annexure P-1) passed by learned Permanent Lok Adalat (Public Utility Services), Patiala, whereby application moved by respondent No.1 under Section 22-C of the Legal Services Authority Act, was allowed.

Notice of motion was issued.

Heard learned counsel for the parties.

The only argument raised by learned counsel for the petitioner-Insurance Company is that at the time of issuance of insurance policy in favour of Sh. Gurmeet Singh, father of respondent No.1, it was not disclosed that late

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Sh. Gurmeet Singh was in the habit of consuming liquor.

When confronted as to how it would amount to concealment of any material fact, consuming liquor being only a habit, learned counsel for the petitioners had no answer and rightly so, it being a matter of record. Having said that, this Court feels no hesitation to conclude that learned Permanent Lok Adalat committed no error of law, while passing the impugned order and the same deserves to be upheld.

It was not obligatory on the part of late Sh. Gurmeet Singh to disclose about his different habits, including the habit of consuming liquor. It is so said because consuming liquor would not amount to any disease, as such. There is no material placed on the record to substantiate that late Sh. Gurmeet Singh died because of his habit of consuming liquor. No post-mortem report was there. In the absence of any such supporting material, this Court would be exceeding its jurisdiction, while drawing an inference against the insured, without there being any basis.

It has gone undisputed before this Court that insured late Sh. Gurmeet Singh died during currency of the insurance policy. It is neither pleaded nor argued case on behalf of the petitioner-Insurance Company that the insured defaulted in making the payment of premium in time. Once the insured died because of natural death and there was no breach of any condition of the insurance policy, learned Permanent Lok Adalat was well within jurisdiction to pass the impugned order and the same deserves to be upheld, for this reason also.

No other argument was raised.

Considering the peculiar facts and circumstances of the case noted

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above, coupled with the reasons aforementioned, this Court is of the considered view that present writ petition is wholly misconceived, bereft of merit and without any substance, thus, it must fail. No case for interference has been made out.

Resultantly, with the abovesaid observations made, present writ petition stands dismissed, however, with no order as to costs.

[RAMESHWAR SINGH MALIK]
JUDGE

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Whether speaking/reasoned Yes/No

Whether reportable Yes/No

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