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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**

**CWP No.25072 of 2015**
**Date of decision:25.07.2016**

Shri Ram Life Insurance Company Ltd. ...Petitioner

Versus

The Chairman, Permanent Lok Adalat and another ...Respondents

**CORAM: Hon'ble Mr. Justice Rakesh Kumar Jain**

Present: Mr. Rajeev Godara, Advocate,
for the petitioner.

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**Rakesh Kumar Jain, J.**

Surender, deceased son of respondent No.2, obtained a life insurance policy from the petitioner for a sum of ₹10 lacs on an annual premium of ₹28,904/- w.e.f. 18.04.2014 in which respondent No.2 was the nominee. Surender died on 12.07.2014. The claim made by respondent No.2 was repudiated by the petitioner on 29.01.2015 on the ground that the policy holder died about 11/12 months prior to the date of submission of proposal form. Respondent No.2 filed the application under Section 22-C of the Legal Services Authority Act, 1987 (hereinafter referred to as the "Act") in which, after the failure of the effort for a settlement, the parties led their evidence and the Permanent Lok Adalat came to a firm conclusion that Surender had expired on 12.07.2014 in the area of village Badamu where he had taken some land on lease for cultivation and his dead body was brought to his native village at Gorakhpur for cremation.

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While allowing the application, direction was issued to the petitioner to pay the amount of ₹10 lacs of the insurance policy within one month, failing which the respondent No.2 was held entitled to recover the amount of the award along with interest @ 12% from the date of death i.e. 12.07.2014 till the date of realization of the amount.

Aggrieved against the award dated 02.09.2015, the present petition has been filed in which the only argument raised by counsel for the petitioner is that Surender had expired much earlier to the date of submission of the proposal form and has solely relied upon the report of the surveyor in which there is no concrete proof of the date of death of Surender which has not even been mentioned anywhere in the petition itself and all that has been said is that he had passed away 10/11 months before submission of the proposal form, whereas the Permanent Lok Adalat, after appreciating the documentary evidence, held on the basis of Ex.R3 that Surender died on 12.07.2014 after the policy was taken on 18.04.2014.

In view of the finding of fact recorded, on the basis of evidence available on record and in the absence of any evidence to the contrary that Surender had actually passed away before taking the insurance policy, no error is found in the order/award of the Permanent Lok Adalat for the purposes of interference and hence, the present petition is hereby dismissed.

**July 25, 2016** **(Rakesh Kumar Jain)**
vinod* **Judge**

Whether speaking / reasoned: Yes/No
Whether Reportable: Yes/No