$~26

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 4695/2016 & C.M.No.19570/2016

GAJINDER KAUR ..... Petitioner

Through Mr.Tanmay Mehta with Ms.Swati Gupta, Advocate.

versus

INSURANCE OMBUDSMAN & ORS ..... Respondents

Through None

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

O R D E R

% 23.05.2016

Present petition has been filed challenging the order dated 28th October, 2015 whereby the respondent no. 1 has dismissed the complaint of the petitioner against the insurance company seeking refund of the premium amount paid by her towards her insurance policy.

Briefly stated, the facts of the case are that the petitioner took a policy from respondent no. 3 on 10th July, 2009 and paid a premium of Rs. 10 lacs. Thereafter the petitioner stopped paying the premium amount and informed the respondent no. 3 that she wanted to opt out of the policy.

It is the case of the petitioner that the respondent no. 3 did not refund her the amount that had been deposited by her towards the first premium.

Admittedly, the forfeiture took place in the year 2010 as no premium was paid after 10th July, 2009 and the first written representation/objection had been filed by the petitioner only in the year 2014.

At this stage, learned counsel for the petitioner refers to the legal notice dated 26th November, 2014 in which it is stated that since the date of surrender of the policy i.e. 10th July, 2010, various communications and representations were made by the petitioner. However, in the said notice, there is no averment that the said communications and representations were oral. No written communication or representation has been placed on record. Consequently, the contention of the petitioner does not impress this Court.

This Court is, therefore, of the view that the petitioner invoked her remedies only after the period of limitation had expired.

Consequently, the present writ petition and the application are dismissed.

MANMOHAN, J

MAY 23, 2016
KA