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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.24862 of 2017
Date of decision:02.11.2017

Bajaj Allianz Life Insurance Company Limited …Petitioner

Versus

Santosh and another ...Respondents

Coram: Hon'ble Mr. Justice Rakesh Kumar Jain

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

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Rakesh Kumar Jain, J.

The petitioner has challenged the award of the Permanent Lok Adalat (Public Utility Services), Bhiwani, Camp Court at Jind (hereinafter referred to as the "Permanent Lok Adalat") dated 30.06.2017, by which application filed by respondent no.1 under Section 22C of the Legal Services Authority Act, 1987 has been allowed and the petitioner has been directed to pay ₹20,00,000/- along with interest from the date of submission of claim till its actual realization and ₹5,500/- towards litigation expenses.

In brief, husband of respondent no.1 purchased an online life insurance policy no.0317033993 on 20.08.2014 for a sum of ₹20,00,000/- and paid its annual premium of ₹3,910.13/-. The insured died on 31.07.2015 due to heart failure. Respondent no.1 asked the petitioner to pay the insurance claim, which was repudiated on 09.03.2016 on the ground that the insured did not disclose in the proposal form that he had other insurance policy as well. The Permanent Lok Adalat, while relying upon a decision of this Court rendered in the case of **LIC Insurance Corporation vs. Narinder Kaur**

Batra and others, (2005) ACC 420, held that non-disclosure of other policies it not suppression of material facts justifying repudiation of insurance claim by the insurance companies.

Learned counsel for the petitioner has though argued vehemently that the insured had already purchased insurance policy no.10154196 for a sum of ₹20,00,000/- from Aviva Life Insurance Company Limited, issued on the basis of proposal dated 22.07.2014 but a policy, tried to be obtained by the deceased, for ₹50,00,000/- from Bharti Axa Life Insurance Company was declined due to overall profile and income of the deceased as the deceased was not having any source to pay the premium. It is submitted that had it been mentioned by the insured in the proposal form that he had already obtained the policies from other insurance companies, then the petitioner would have made an investigation to find out his paying capacity and, therefore, it is a material suppression of information.

I have heard learned counsel for the petitioner and examined the available record with his able assistance.

As a matter of fact, this Court has already relied upon the decision of this Court rendered in **Narender Kaur Batra's case (supra)** in the case of **Aviva Life Insurance Co. India Limited vs. Permanent Lok Adalat and another,** CWP No.24733 of 2017, decided on 01.11.2017, upholding the order of the Permanent Lok Adalat on the ground that non-disclosure of the policy obtained by the insured from other insurance companies is not suppression of material fact because there is no bar in obtaining/purchasing various insurance policies.

No other point has been raised.

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Thus, in view of the aforesaid facts and circumstances, I do not find any merit in the present petition and hence, the same is hereby dismissed, though without any order as to costs.

November 02, 2017 **(Rakesh Kumar Jain)**
vinod* **Judge**

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