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

**CWP-8050-2016**
**Date of decision : 01.02.2017**

Gurmukh Singh (deceased through LRs) and others

... Petitioners

Versus

Reliance Life Insurance Company Ltd. and others

... Respondents

**CORAM: HON'BLE MR. JUSTICE AMIT RAWAL**

Present: Mr. Ashe Kumar Goyal, Advocate
for the petitioners.

Mr. Sanjeev Goyal, Advocate
for respondent Nos.1 and 2.

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**AMIT RAWAL, J. (ORAL)**

The petitioners are aggrieved of the impugned order dated 08.02.2016 (Annexure P-1) rendered by the Insurance Ombudsman, whereby his jurisdiction was invoked by filing the complaint for selling of the four policies which were allegedly sold against the single premium, but in fact were issued as a regular premium and stated to have submitted a request to the Insurance Company for cancellation of the polices and the same was declined. The Ombudsman has dismissed the application on the ground that the petitioners had willingly paid the premium.

Learned counsel for the petitioners has drawn the attention of this Court to the policies by saying that the cheque is of 20.05.2013, whereas, the proposal form is dated 25.05.2013. There is no logic into this.

Keeping in view the aforementioned facts, I am of the view that the writ court can only determine the question where there is no dispute to the facts. Once there is a dispute to the fact particularly filling up of the form, circumstances of playing of any fraud or mischief, the same can always be proved by invoking the jurisdiction of the civil court under Section 9 of the Civil Procedure Code. Instead of inviting the finding by this Court, I do not deem it appropriate to delve upon further as it would seriously affect the right of the petitioners, in case, he chooses to avail the remedy as indicated above. The matter cannot be remanded back to the Insurance Ombudsman for re-appreciating the evidence as the Ombudsman does not have any jurisdiction of taking the evidence on record viz-a-viz the prevailing conditions for obtaining the polices. It would require detailed evidence both oral and documentary evidence. The request of cancellation of the policies was made in 2015, therefore, cause of action had accrued from that date. Limitation for seeking declaration qua damages is three years and the period of 1 ½ years is still left for the same..

With the aforesaid observations, the present writ petition is disposed of by relegating the petitioners to avail the remedy of Civil Court under Section 9 of the Civil Procedure Code.

**( AMIT RAWAL)**
**JUDGE**

**01.02.2017**
Yogesh Sharma

✓
Whether speaking/reasoned **Yes/ No**
✓
Whether Reportable **Yes/ No**