IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

LPA No.2455 of 2016 (O&M)

Date of Decision : 01.02.2017

Bajaj Allianz General Insurance Company Ltd.
....Appellant
Versus

Permanent Lok Adalat (PUS) and others
....Respondents

CORAM : HON'BLE MR.JUSTICE MAHESH GROVER
HON'BLE MRS.JUSTICE SNEH PRASHAR
....

Present: Mr.Ashwani Talwar, Advocate
for the appellant.
.....

MAHESH GROVER, J. (Oral)

C.M.No.5127-LPA of 2016

Allowed as prayed for.

C.M.No.5128-LPA of 2016

After hearing the learned counsel for the appellant, marginal delay of 22 days in filing the appeal is condoned.

C.M.stands allowed.

C.M.No.147-LPA of 2017

C.M.is allowed. Annexure A-1 is taken on record.

LPA No.2455 of 2016 (O&M)

This appeal is directed against the judgment of the learned Single Judge dated 03.10.2016.

Deceased Iqbal Singh, who was insured with the present appellant, took out a policy which enabled him to get the insured amount of Rs.18 lakhs in the event of his death.

The insured having died, his legal representatives put forward the claim within 23 days but the same was refuted on the ground that the death occurred on account of a snake bite which was not contemplated an accident in the policy to admit the insured or his nominees to compensation.

The matter was then taken to the Lok Adalat which granted the relief to the nominees of the insured but was challenged by the present appeallant in the writ proceedings resulting in the impugned order.

The existence of the policy and its validity is not in question. The death of the deceased on account of snake bite is also not in dispute. There was sufficient verification by the appellant and other authorities establishing the cause of death but the appellant disputed the accrual of the benefits of the policy to the claimants on the ground that it was not an accidental death. The copy of the policy is on record appended to C.M.No.147-LPA of 2017. A perusal of the relevant clauses does not indicate any exclusion by describing an accident and only talks of death on account of an accident, in which eventuality the nominees of the insured were to get 100 per cent of the sum assured. The accidental death has been described as follows :-

> "**1. Accident, Accidental** – An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means."

Evidently, a death on account of a snake bite would be attributable to sudden, unforeseen and involuntary event caused by external, visible and violent means. There would be thus hardly any occasion for the appellant to dispute the claim of the nominees of the insured.

The conduct of the insurance company in disputing the claim on absolutely frivolous grounds cannot be overlooked by us, particularly when the family of the deceased which is already distressed and traumatised is forced into unwarranted litigation on account of the stubborn resistance by such companies which is evident that even after the writ court declined interference they have chosen to file the appeal to prolong the litigation.

Therefore, finding no merit in the appeal, we dismiss the same with costs of Rs.1 lakh which shall be compensatory to the nominees of the deceased insured considering they would have spent money on pursuing the forced litigation and shall be disbursed to them along with insured amount and interest within a period of four weeks from today.

Appeal dismissed.

(MAHESH GROVER)
JUDGE

01.02.2017 (SNEH PRASHAR)
dss JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No