

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

LPA No.330 of 2017

Date of Decision : 16.03.2017

The Branch Manager, Life Insurance Corporation
of India Ltd. and others

.....Appellants

Versus

Annu and others

.....Respondents

CORAM : HON'BLE MR.JUSTICE MAHESH GROVER
HON'BLE MR.JUSTICE DR.SHEKHER DHAWAN

Present: Mr. Rajneesh Malhotra, Advocate
for the appellants.

MAHESH GROVER, J. (Oral)

This order may be read in continuation of previous order of this Court dated 06.03.2017, on which date learned counsel representing the appellants had pleaded that Section 50 of the Insurance Act was the inherent part of the policy itself and thus prayed for time to go through its terms. Today, when the matter has been taken up, we have repeatedly asked the learned counsel representing the appellants (on the previous date the learned counsel who had argued the matter is not present but is now being substituted by another counsel) regarding the above plea, but it has now been candidly conceded that Section 50 does not form an inherent part of the policy and is absent from the terms thereof.

If that is so, then as we have already held vide order dated 06.03.2017 there is no infirmity in the judgment of the learned Single Judge when the language of Section 50 is abundantly clear warranting notice of options to be given to the insured upon the policy lapse.

Appeal dismissed.

(MAHESH GROVER)
JUDGE

16.03.2017
dss

(SHEKHER DHAWAN)
JUDGE

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