IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.735 of 2017
In
Civil Writ Jurisdiction Case No.16467 of 2016

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Nilam Devi, W/o- Late Vijay Thakur, R/o- At+ P.O.- Manibhakarahar, P.S.- Sarai, District- Vaishali.

... ... Appellant

Versus

1. The Life Insurance Corporation of India through its Chairman, Yogakshama, Jeevan Bima, Marg P.B. No. 19953, Mumbai.
2. The Chairman Life Insurance Corporation of India, Yogakshama, Jeevan Bima Marg, P.B. No. 19953, Mumbai.
3. The Lokpal L.I.C. East Zone, Kolkatta.
4. The Reasonal Manager, L.I.C. East Central Zonal Office, Exhibition Road, Patna.
5. The Senior Divisional Manager, L.I.C. Patna.
6. The Branch Manager, L.I.C. Hazipur, District- Vaishali.
7. The Assistant/ Dy. Secretary, Office of Insurance Ombudsman, Kalpana Arcade, 1st Floor, Bazar Samiti Road, Bahadurpur, Patna.

... ... Respondents

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Appearance :
For the Appellant/s : Mr. Mrityunjay Kumar
For the Respondent/s : Mr. Rajeev Ranjan Prasad

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CORAM: HONOURABLE MR. JUSTICE AJAY KUMAR TRIPATHI
and
HONOURABLE JUSTICE SMT. NILU AGRAWAL
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE AJAY KUMAR TRIPATHI)

5 18-04-2018 Heard counsel for the appellant and counsel for the LIC.

Learned Single Judge has committed no error by dismissing the writ application vide order dated 15.02.2017 giving the following reason :

> *"Learned counsel for the L.I.C. has placed reliance on the judgment in the case of **Mithoolal Nayak Vs. Life Insurance Corporation of India** reported in **AIR 1962***

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SC 814 *wherein the Hon'ble Apex Court has held that if the policy has been obtained without disclosure of the correct statement will amount to commission of fraud disentitles the person of insurance benefit. In the case of* ***Mrs. Maniluxmi Patal and Anr. Vs. Hindustan Co-operative Insurance Society Ltd. & Anr.*** *Reported in* ***AIR 1962 Calcutta 625*** *wherein in paragraph no. 68, the Hon'ble Calcutta High Court has held that the person who has filled up the information on the basis of statement of the deceased will be treated to be his agent and the Court held that having disclosed incorrectly had obtained policy of United India Life Assurance company, if correct statement having been disclosed, his proposal was not accepted on the usual terms and the agent did not mention these facts in the proposal form, the Court has said that how the agent's knowledge could be imputed to the Assurance Company. This judgment is not applicable to the fact of this case as that was a matter arising from the suit, all the facts were recorded during trial but, this opportunity is not available to this Court for adjudication in the matter but, however, the fact is that the information which was required to furnish by the petitioner cannot be said to be correct information supplied to the Insurance company as the lady herself filed an application where a specific statement has been made that her husband had died on account of brain hemorrhage, inasmuch as, the certificate which was attached with the claim application supplied by the doctor of Bokaro Steel City, details of the ailments have been mentioned. It has further been*

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mentioned that the husband of the petitioner was a chronic sugar patient and was suffering from Hypoglycemia."

The law being what it is, failure to disclose and suppression of vital facts is bound to culminate into rejection of the insurance claim.

The facts and the medical reports indicate that the husband of the appellant was highly diabetic and the death happened because of diabetes related complications. All these facts were never disclosed in the proposal form before the LIC.

Appeal has no merit. It is dismissed.

(Ajay Kumar Tripathi, J)

(Nilu Agrawal, J)

Rajesh/-

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