IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.18311 of 2013

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Dr. Vivekanand Sharma Son Of Late Satya Narain Roy Resident Of Mohalla - Adarsh Colony, Kalabagh Road, P.O. Ramna, District - Muzaffarpur

.... Petitioner/s

Versus

1. The Life Insurance Corporation of India
2. The Chairman, Life Insurance Corporation of India Central Office Yogesh Ram Building, Jeevan Burma Marg, Post Box No. 19953, Mumbai - 400021 Null Null
3. The Zonal Manager, L.I.C. Of India, Jeevan Deep Building, Exhibition Road, Patna
4. The Senior Divisional Manager, L.I.C. Of India, Jeevan Prakash, Uma Shankar Marg, Muzaffarpur
5. The Branch Manager, M.B.O. - Ii, L.I.C. Of India, Girdhar Complex, Club Road, Muzaffarpur
6. Sri Ram Narain Tiwary S/O Not Known L.I.C. Of India, Agent Code No. 0108528, Girdhar Complex, Club Road, Muzaffarpur

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Subodh Prasad, Advocate

For the Respondent/s (1-5) : Mr. Nilanjan Chatterjee, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 31-10-2018

The present writ petition has been filed for a direction to the respondents for cooling off L.I.C. Policy No. 575649064 and to refund the deposit premium amounting Rs. 89,423/- (Eighty nine thousand four hundred and twenty three) with 18% interest as per the regulations of year 2002 and for quashing the order dated 25.04.2013 (Annexure-6).

2. Learned counsel for the petitioner submits that on the fraudulent inducement by respondent no.6, an agent of the L.I.C., the petitioner paid premium of Rs.89,423/- and was issued L.I.C. No. 575649064. It was however found that the terms of the policy were quite different from what was promised by the respondent no.6. In view of the regulations as noticed in Part-C (i) of the L.I.C's letter dated 23.08.2002 (Annexure-4), the petitioner was entitled to return the policy with reasons within fifteen days, after reviewing the terms and conditions of the policy. It is the case of the petitioner that the policy bond was delivered to him by the field agent on 30.07.2012 without however any acknowledgment receipt from the petitioner. Within the stipulated period of 15 days of that date, the petitioner by letter no.12 dated 07.08.2012 requested for cooling off of the said policy and for refund of the premium amount paid by him. However, the respondents have arbitrarily rejected the claim of the petitioner for cooling off on the ground of expiry of the stipulated time limit.

3. Learned counsel for the respondent – L.I.C., on the other hand, submits that the claim of the petitioner has rightly been rejected by the impugned letter dated 25.04.2013 (Annexure-6).

Reference is invited to paragraph-12 to the counter affidavit wherein it has been specifically stated that the policy bond was received by the petitioner on 15.06.2012. A copy of the acknowledgment of the petitioner has also been enclosed with the counter affidavit. Admittedly, the petitioner requested for cooling off and refund of the premium amount on 07.08.2012, which was not entertained in terms of the regulations being beyond stipulated period of fifteen days. It is further submitted that in any event, the petitioner has alleged fraud on the part of the respondents nos. 5 and 6 and also alleged that his signature acknowledging receipt of the policy bond on 15.06.2012 is forged, all of which are aspects of disputed nature.

4. Having heard the parties and after consideration of the materials on record, this Court is not inclined to interfere in the matter. The respondents have enclosed the acknowledgment of the petitioner to support their submission that the policy bond was delivered to the petitioner on 15.06.2012. On the other hand, the petitioner has stated that the policy bond was delivered to him by the field agent on 30.07.2012 but without any acknowledgment. The petitioner’s allegation that his acknowledgment dated 15.06.2012 has been forged and that the policy bond was delivered to him much later on 30.07.2012, are all disputed questions of fact which this Court is not inclined to enter into in its extraordinary writ jurisdiction.

5. The writ petition stands dismissed. Needless to say, the petitioner shall be at liberty to approach any appropriate forum including by way of filing a representation before the concerned officer of the respondent – L.I.C. for redressal of his grievances.

(Vikash Jain, J)

N.H./- B.T.

AFR/NAFR	NAFR
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