The Hon'ble Sri Justice Raghvendra Singh Chauhan

and

The Hon'ble Sri Justice T.Amarnath Goud

W.P.No.43485 of 2018

Order: (per Hon'ble Sri Justice Raghvendra Singh Chauhan)

Mr. B. Balmukund Rao, a practicing lawyer and the petitioner-in-person, is aggrieved by Order, dated 05.11.2018, whereby the State Consumer Disputes Redressal Forum (for short 'the State Consumer Forum') has dismissed his appeal against Order, dated 03-01-2017, passed by the District Consumer Disputes Redressal Forum No.I (for short 'the District Consumer Forum') at Hyderabad. Therefore, the petitioner-in-person has challenged the legality of both the orders before this Court.

Briefly stated, the facts of the case are that the petitioner-in-person had taken a Health Insurance Policy, bearing No.550215/48/10/85/000000004, on 26.04.2010. According to him, he had paid the premium for the said Policy from 2010 till 2013. Thereafter, he had suffered cardiac problem, for which he had undergone open-heart surgery. However, when he wanted the Insurance Company to indemnify the amount spent by him for open-heart surgery, the Insurance Company refused to do so. Therefore, the petitioner-in-person and the Insurance Company entered into a series of litigation, which took place before the District Consumer Forum, the State Consumer Forum and even before this Court. According to the petitioner-in-person, due to the dispute, he did not pay the premium from 2013 onwards. However, subsequently, he requested the Insurance Company to renew the Policy. But, the same was not done.

Therefore, he represented his grievance before the District Consumer Forum. As the District Consumer Forum dismissed his case, he filed First Appeal No.206 of 2014 before the State Commission, but even the said First Appeal was dismissed by order dated 15-12-2016. Therefore, he filed a Writ Petition, namely Writ Petition No.5417 of 2017, before this Court. Even this Court dismissed the Writ Petition by order dated 03-08-2017. However, this Court granted the liberty to the petitioner-in-person to file a representation before the Insurance Company. Consequently, on 31.01.2017, the petitioner-in-person filed a representation before the Insurance Company.

But despite filing of the representation, the Insurance Company failed to react to the same.

Therefore, the petitioner-in-person again filed a complaint before the District Consumer Forum. However, by order dated 03-10-2017, the learned District Consumer Forum rejected the complaint. Aggrieved by the said order, he filed a first appeal namely First Appeal No.A/337/2017 before the learned State Consumer Forum. However, by order, dated 05-09-2018, the learned State Consumer Forum has dismissed the Appeal. Hence, this Writ Petition before this Court.

The petitioner-in-person has vehemently contended *firstly*, that initially, the Insurance Policy was taken only for the year 2010-2011. Despite the fact that he had not sought for renewal of the said Insurance Policy, the Bank had deducted the premium amount, and paid it to the Insurance Company. Therefore, the Insurance Company had renewed the Insurance Policy for the years 2011-2012 and 2012-2013. According to the petitioner-in-person, since the Insurance Policy for the said two years was renewed *suo motu* by the Insurance Company, the Insurance Policy should have been continued to be renewed on yearly basis for the successive years. However, the Insurance Company has failed to do so.

Secondly, since the Insurance Policy has lapsed and the Insurance Company has refused to renew the same, and since the petitioner-in-person suffers from grave cardiac problems and other medical ailments, no other Insurance Company is willing to issue any Health Insurance Policy in his favour. Therefore, the petitioner-in-person has prayed that both the impugned orders be set aside by this Court. And the Insurance Company be directed to renew the Insurance Policy taken by him on 26-04-2010.

On the other hand, Mr.V.Sambasiva Rao, the learned Standing Counsel for respondent No.3- Insurance Company, has pleaded that Insurance Policy is a contract between the Insurance Company and the insured. Under the contract, it is the duty of the insured to pay the premium as per the schedule. In case, the premium is not paid, the contract of insurance comes to an end. According to the petitioner-in-person himself, he has not paid the premium since 2013. Therefore, the Insurance Policy has *ipso facto* come to an end in the year 2013. Moreover, there is no provision in law, which would permit the insured to pay the premium, or the arrears of premium, retrospectively for the period for which the Insurance Policy should be renewed. Therefore, the Insurance Company is justified in not renewing the Insurance Policy of the petitioner-in-person. According to the learned Counsel, these facts were duly noted by the learned District Consumer Forum, and the learned State Consumer Forum. Thus, both the *fora* were justified in passing the impugned orders. The learned Counsel has, thus, supported both the impugned orders.

Heard the petitioner-in-person, and the learned Counsel for the Insurance Company, and perused the impugned orders.

It is, indeed, trite to state that the Insurance Policy is nothing but a contract between the Insurance Company and the insured. Under the contract, while the insured is legally required to pay the premium as per the schedule, the Insurance Company is equally required to discharge its liability towards the insured. However, once the premium has not been paid, the Insurance Policy comes to an end by efflux of time. Admittedly, in the present case, the petitioner-in-person has not paid the premium since 2013. Therefore, the Insurance Policy taken by him on 26-04-2010 has to come to an end.

Moreover, there is no provision under the law that would permit the petitioner-in-person to pay the arrears of premium, and require the Insurance Company to renew the Insurance Policy taken by him on 26-04-2010. These facts have also been noted by the learned District Forum and the learned State Consumer Forum. Therefore, both the *fora* were justified in dismissing the Complaint and the First Appeal filed by the petitioner-in-person.

Even if the petitioner-in-person is facing difficulty as he has not been insured by any other Insurance Company, such a situation does not dilute the legality of the impugned orders passed by both the *fora*.

Moreover, the fact of acceptance of premium for the years 2011-2012 and 2012-2013 by the Insurance Company is irrelevant to the controversy in issue before this Court. The only issue before this Court is whether the learned District Consumer Forum and the learned State Consumer

Forum were justified in dismissing the Complaint and the First Appeal filed by the petitioner-in-person or not ? As mentioned herein above, both the *fora* were justified in dismissing the same. Therefore, this Court does not find any legality or perversity in the impugned orders.

This Writ Petition is devoid of merit; it is, hereby, dismissed.

As a sequel, Miscellaneous Petitions, pending if any, stand disposed of as infructuous.

(Raghvendra Singh Chauhan, J)

(T.Amarnath Goud, J)

Dt: 25th January, 2019
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