13.07.2021
Item No.
208
Saswata
Ct. 8

WPA 6476 of 2020
with
IA No CAN 1 of 2020 (Old No. 5138 of 2020)

Ratan chakraborty
-vs-
LIC & Ors.

Mr. Kumar Jyoti Tewari
Mr. Prantick Ghosh
... for the petitioner

Mr. D.K.Kundu
Mr. A. Basu
... for the LIC

The petitioner is aggrieved by order of fixing the quantum of premium to be paid in order to validate an insurance policy.

Learned Advocate for the petitioner submits that the petitioner purchased a policy on August, 2008. Such policy was surrendered on February 23, 2013. The petitioner purchased a new policy on November 28, 2011. The policy was suspended on August 4, 2014. Being aggrieved by such suspension, the petitioner approached the Ombudsman. The petitioner filed a writ petition being WP No. 1252 (W) of 2016, which was disposed of. The Insurance Company was directed to dispose of the representation made by the petitioner. Such representation was disposed of on March 9, 2016. The petitioner being aggrieved by the representation dated March 9, 2016, filed a writ petition being WP No. 80 (W) of 2016, which was dismissed. An appeal was preferred. In the appeal, the Court directed the petitioner to undergo a medical test which the petitioner did. Such medical test was held on March 6,

2020. Thereafter, the impugned order was passed fixing the quantum of the premium.

Learned Advocate for the petitioner draws the Court's attention to Section 45 of the Insurance Act. He submits that the quantum fixed by the impugned order is erroneous. The petitioner is not liable to pay such amount of premium in order to validate the insurance policy.

The Insurance Company is represented.

In terms of the insurance policy, the petitioner was liable to pay the premium of Rs. 4,75,200/-. The impugned order revises such premium at Rs. 5,06,709/-. Over a given period of time there was a dispute between the insured and the insurance company with regard to the operation of the policy. Such dispute stood resolved by the appeal Court where the insured was called upon to undergo a medical test. The appeal court also required a reassessment of the quantum of premium to be paid by the insured.

A Writ Court is not an appellate authority. The writ Court need not re-apprise the evidence and substitute its finding with that arrived at by the authority. In any event, there is no material on record to substantiate that the calculation made by the insurance company fixing the revised rate of premium to be perverse.

Moreover, the calculation of the premium by itself will require examination of evidence both oral as well as documentary. A Writ Court need not enter into such arena. In such circumstances, I find no reason to interfere with the impugned order.

WPA 6476 of 2021 along with all its connected applications are disposed of without any order as to costs.

(Debangsu Basak, J.)