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

**CWP No.15137 of 2014 (O&M)
Date of Decision: 04.05.2022**

BIRLA SUN LIFE INSURANCE CO. LTD AND ANR

......Petitioners

Vs

PERMANENT LOK ADALAT AND ANR

.....Respondents

CORAM: ***HON'BLE MR. JUSTICE RAJ MOHAN SINGH***

Present: Mr. Nitin Thatai, Advocate
for the petitioners.

Mr. Chander Pal Tiwana, Advocate
for respondent No.2.

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RAJ MOHAN SINGH, J.(Oral)

[1]. Petitioners have preferred this writ petition for setting aside/quashing the impugned order dated 20.09.2013 passed by the Permanent Lok Adalat, Public Utility Services, Ambala Camp Court at Kaithal.

[2]. Learned counsel for the petitioners submits that vide the impugned order passed by the Permanent Lok Adalat, Public Utility Services, Ambala Camp Court at Kaithal the complaint filed by respondent No.2 was allowed and the petitioners were directed to pay Rs.5,00,000/- to respondent

No.2 within one month, failing which the petitioners were also held liable to pay interest @ 9% per annum.

[3]. Learned counsel further submits that the impugned order is unjust and unreasonable as the facts and circumstances of the case have not been appreciated in the right perspective. Policy No.004179589 dated 28.06.2010 is not in dispute. Petitioners were proceeded against *ex parte* before the Permanent Lok Adalat. Raghvir Singh, husband of respondent No.2 died on 06.04.2012. Present petitioners rejected the claim of the insured against LIC of the insured on the ground that the deceased was suffering from Diabetes Mellitus and also had given false age in the application for insurance. Permanent Lok Adalat has deliberated upon the issue and in the absence of any written statement, filed by the present petitioners, accepted the claim of the insured and directed the present petitioners to pay the insured amount under the insurance policy as per terms within a specified period, failing which petitioners had been directed to pay interest @ 9% per annum till final realisation of the amount.

[4]. In support of his contentions, learned counsel for the petitioners relies upon ***Life Insurance Corporation of India vs. Raja Vasireddy Komalavalli Kamba and others, 1984 AIR (SC) 1014***; ***Life Insurance Corporation of India vs. Jaya***

Chandel, 2008(2) R.C.R. (Civil) 29; ***LIC vs. Permanent Lok Adalat, Hisar and others, 2015 (1) R.C.R. (Civil) 897***; ***Harminder Kaur vs. Life Insurance Corporation of India and others, 2014(4) R.C.R. (Civil) 153***; ***HDFC Standard Life Insurance Co. Ltd., Gurgaon vs.Permanent Lok Adalat Public Utility Service, Gurgaon and others, 2017(3) PLR 480*** and ***Mrs. Saroj Chandna vs. Life Insurance Corporation, 1994(4) R.C.R. (Civil) 217.***

[5]. In order to appreciate the effort made by learned counsel for the petitioners on the basis of aforesaid precedents, defence of the petitioners has to be analyzed in the context of written statement. Petitioners have not filed written statements in the present case for which ample time and opportunities were granted to them at their request. After closure of evidence of the petitioners, the case was again put for evidence of the petitioners in order to see *bona fide* on their part, but no factual stand has been placed before the Permanent Lok Adalat. Even the counsel appearing on behalf of the petitioners had stopped appearing before the Permanent Lok Adalat. Finding no alternative, the Permanent Lok Adalat had to close evidence of the petitioners. Petitioners have not filed any pleadings in their defence nor have led any such evidence which may remotely doubt the policy in question.

[6]. In view of aforesaid factual position on record, revival of the policy with reference to specific date and the stand which is now being projected by the petitioners cannot be appreciated. Petitioners could not prove on record with reference to any evidence that the insurance policy could not be revived after the demise of the insured. Petitioners also could not prove exact date of revival and approval thereof by the Corporation and communication thereof to the insured. There is no dispute with regard to the case laws relied upon by learned counsel for the petitioners, but the petitioners have to lay a factual foundation in the pleadings and also to adduce evidence in order to take benefit of the aforesaid case laws.

[7]. The case of the petitioners is also silent with regard to the consent or non-consent of the parties in respect of acceptance of insurance proposal. There is a pleaded case on behalf of respondent No.2 to which there is no denial. Respondent No.2 has pleaded her case orally as well as by way of documentary evidence. Respondent No.2 has tendered her own affidavit as Ex.PW1/A, affidavit of Hakam Singh as Ex.PW1/B, copy of death certificate as Ex.P-2, copy of voter card as Ex.P-3 and Ex.P-4, Copy of claim rejection as Ex.P-5 and thereafter closed her evidence. Thereafter the case was adjourned for evidence of the petitioners, but no evidence was led.

[8]. Perusal of Ex.P-5 i.e. claim rejection letter would show that the policy was reinstated on the basis of certificate of insurability dated 06.04.2012 signed and submitted by the life insured for his own life. The life insured had replied to questions No.10 to 12 (a), 12(b) and 12(c) in negative. The questions were primarily revolving about the information in respect of treatment for high blood pressure, stroke, heart problem, diabetes, cancer, tumor, chest pain, digestive disorder. The information sought was also in respect of any recommendation made by the physician or other medical practitioners. The answer of the life insured was in negative. The aforesaid document Ex.P-5 did not suggest anything more.

[9]. The petitioners ultimately did not bring anything to dispel the validity of insurance policy which has been established on record by way of sufficient evidence led by respondent No.2. The insured had died within a period of two years from the date of issuance of policy. The burden was on the petitioners to prove that the claim under that policy has been legally repudiated. The rejection claim was in respect of insured suffering from diabetes mellitus as well as false submission of age of life insured in the application form. No evidence was led to this effect. Petitioners cannot take benefit of some undisclosed grounds. The present case rests upon factual foundation for which the petitioners did not file even written statement despite ample opportunities granted to them. Even after leading evidence by the claimant, petitioners did not lead any evidence. The Advocate on behalf of the petitioner even stopped appearing before the Permanent Lok Adalat.

[10]. In view of aforesaid, petitioners cannot maintain the present petition for want of any evidence on record. It is a case of no evidence on behalf of the petitioners. Petitioners were proceeded against *ex parte*. The documents, which now the petitioners want to rely upon, are not part of record of Permanent Lok Adalat. Even no application for additional evidence has been filed in the present writ petition. No indulgence can be granted in the present petition. Even otherwise Diabetes Mellitus is not a life threatening disease which can be managed by proper medication.

[11]. In view of above, this writ petition is found to be totally devoid of merits and is accordingly dismissed.

(RAJ MOHAN SINGH)
JUDGE

May 04, 2022
Atik

Whether speaking/reasoned Yes/No

Whether reportable Yes/No