208 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.20521 of 2017(O&M)
Date of Decision: 23.03.2022

KAPIL DEV SINGH AND ANR -Petitioners

Versus

PERMANENT LOK ADALAT AND ANR -Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Rajender Kumar, Advocate
for the petitioners.

Mr. Gaurav Bhardwaj, Advocate
for respondent No.2.

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<u>RAJ MOHAN SINGH, J. (Oral)</u>

The case has been taken up for hearing through video conferencing.

Petitioners have preferred this petition for the issuance of an appropriate writ in the nature of certiorari for modification of award dated 06.07.2017 passed by the Permanent Lok Adalat in terms of prayer.

Petitioners had approached the Permanent Lok Adalat on the ground that they had purchased the Family Health Optimate Insurance Plan on 21.05.2015. As per terms and conditions of the policy, it was the option of the petitioners to get the medical treatment in any hospital of their choice at Karnal. On 02.10.2015, petitioner No.2 became ill and he was taken to

Luthra Hospital, Karnal for his treatment. He was hospitalized and an intimation was given to respondent No.2 in respect of hospitalization of petitioner No.2. The surveyor was deputed by respondent No.2 who submitted his report without disclosing the fact about the hospital. Petitioner No.2 remained hospitalized from 02.10.2015 to 06.10.2015. On 10.10.2015, petitioner No.1 also fell ill and he was also hospitalized in the said hospital on 11.10.2015. He was detected to be a case of dengue. Again an intimation was given to respondent No.2. Expenditures to the tune of Rs.11,628/- in case of petitioner No.1 and Rs.10,350/- in case of petitioner No.2 were incurred. The claim of the petitioners was repudiated by respondent No.2 on the ground that as per requirement of the policy, hospital should have more than 4 or 6 indoor beds as per interpretation of Section 56(1) of the Life Insurance Policy.

Permanent Lok Adalat on the basis of facts and circumstances of the case has held that timely requirement of administering/giving medical treatment was more important than to follow the aforesaid condition and no hard and fast condition can be adopted. Permanent Lok Adalat took note of the fact that the petitioners being rustic persons were not made aware about the terms and conditions of the Insurance Policy either by the surveyor or by the investigator and they cannot be allowed to be victimized on that score. Permanent Lok Adalat in order to act fairly in the interest of dispensation of justice, granted a lump sum amount of Rs.10,000/- to both the petitioners and directed respondent No.2 to make the payment of Rs.10,000/- within a period of one month from the date of passing of order dated 06.07.2017, failing which the petitioners were held entitled to get the amount along with interest @ 12% per annum for the delayed period.

Admittedly, the award dated 06.07.2017 has not been assailed by respondent No.2 in any appropriate Forum.

In view of this position, only thing left to be considered is whether the award of Rs.10,000/- is just and appropriate in the facts and circumstances of the case, particularly where the evidence has come on record in terms of documents Ex.C1 to C27 that total amount of Rs.21,000/- has been incurred by the petitioners towards medical expenses. Reference can also be made to the bills Ex.P7 to Ex.P10 and Ex.P19 to Ex.P23.

Keeping in view the nature and scope of the controversy only to the extent of remaining amount of Rs.11,000/-, I deem it appropriate to dispose of this petition by directing respondent No.2 to make good the remaining amount of Rs.11,000/- within a period of one month. Respondent No.2

shall make payment of remaining amount of Rs.11,000/- to petitioner No.1 for himself as well as for petitioner No.2 being his natural father/guardian within a period of one month from today. Delay in making good the amount would attract interest @ 6% per annum from 23.04.2022 till final realisation of the amount.

23.03.2022 **(RAJ MOHAN SINGH)**
Prince **JUDGE**

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No