IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-1197-2022(O&M)
Date of decision:-30.1.2023

Life Insurance Corporation of India and another

...Appellants

Versus

Anju Bala

...Respondent

CORAM: HON'BLE MR.JUSTICE H.S.MADAAN

Present: Mr.S.K. Mahajan, Advocate
for the appellants.

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H.S. MADAAN, J.

1. Briefly stated, facts of the case are that plaintiff Anju Bala wife of Sh.Narender, aged about 34 years, a resident of House No.58, Street No.4, Surya Nagar, Hisar possessing high educational qualification in the form of MA in Sanskrit and B.Ed had been working as a JBT Teacher on regular basis; she was hale and hearty; at the time of joining of service on 5.1.2011, she had undergone medical examination and had cleared the same; she had purchased two life insurance policies commencing w.e.f. 28.12.2004 and 28.11.2010, respectively from Life Insurance Corporation of India (hereinafter referred to as LIC), Hisar; she had been paying the premium towards those insurance policies without default; as per the terms and conditions of the insurance policies, if the

plaintiff suffered any disability then the future premium would stand waived and plaintiff would be entitled to get several benefits; unfortunately on 26.3.2014 at about 7:00 a.m. in the morning, the plaintiff suffered a neuro attack and fell on the ground becoming unconscious; she was taken to Jindal Hospital, Hisar where she remained hospitalized upto 23.4.2014; she was diagnosed to be a case of Viral Encephalitis and Seizure; resultantly the plaintiff has lost her memory and is behaving like a child of 5 years; she is unable to do any work; her condition is deteriorating day by day, rather than improving; the husband of the plaintiff had approached LIC for release of benefits to the plaintiff under the policy but he was asked to get a disability certificate issued; the plaintiff was examined at PGIMS, Rohtak by a Medical Board on 8.11.2016 and her disability was assessed to the tune of 95% on account of accident, which had happened on 26.3.2014; though the defendant LIC was intimated accordingly but it refused to grant the requisite benefits on the ground that the policy in question admits liability in case of disability occurring on account of accident and the incident which happened on 26.3.2014 was not an accident.

2. Feeling aggrieved, the plaintiff through her husband Narender had brought a suit against defendant – LIC, Hisar seeking a declaration that the action of the defendant in issuance of letter bearing reference No.177 dated 16.12.2016, wherein the defendant has illegally and in violation of law, declined to grant admissible policy benefits to the plaintiff is illegal and further that the incident happened with the plaintiff on 26.3.2014 resulting in plaintiff becoming permanently disabled comes

within the purview of accident and not on account of some pre-existing disease, therefore the plaintiff be granted all policy benefits.

3. On getting notice, the defendant had appeared and filed written statement contesting the suit taking preliminary objections with regard to maintainability of the suit, further contending that no cause of action had arisen to the plaintiff to bring the suit; the plaintiff had no locus standi to do so etc. On merits, the defendant admitted plaintiff having purchased two insurance policies for herself with a third policy for her minor son Master Nischal being also there. It was contended that as per the terms and conditions of the policy contract the disability benefits are available when the life assured got disability, which is the result of an accident and accidental injuries within 180 days from the happening of such accident result in such disability due to which life assured is unable to perform activities of daily living; in this case the ailment of the plaintiff was not result of any accident, therefore the disability benefits are not applicable and letter in question was rightly issued by the defendant. Refuting the remaining assertions, the defendant prayed for dismissal of the suit.

4. No replication was filed by the plaintiff. On the pleadings of the parties, following issues were framed:

1. Whether the plaintiff is entitled for declaration as prayed for ?OPP
2. Whether the plaintiff is entitled for mandatory injunction (prohibitory and mandatory) directing the defendants to release the admissible policy benefits to the plaintiff as prayed for ?OPP
3. Whether the plaintiff is entitled for consequential relief whereby

defendant by restrained not to charge regular installment premium under the policy from the plaintiff and further directing the defendant to refund the installment premium charged from date of suffering as prayed for ?OPP

4. Whether the suit of the plaintiff is false, frivolous and vexatious? OPD
5. Whether the suit is not maintainable in the present form? OPD
6. Whether the plaintiff has no locus-standi to bring the present suit? OPD
7. Whether the plaintiff has no cause of action to file the present suit? OPD
8. Whether the plaintiff is estopped from filing the present suit by his own act and conduct?OPD
9. Relief

5. The parties were afforded opportunities to lead evidence in support of their respective claims.

6. After hearing the learned counsel for the parties, the trial Court of Civil Judge (Jr.Divn.), Hisar decided issues No.1 to 3 in favour of the plaintiff and against the defendant; issues No.4 to 8 were deemed to be given up having not been pressed by the counsel for the defendant. As a collective effect of finding on the issues, the trial Court vide judgment and decree dated 31.3.2018 decreed the suit of the plaintiff.

7. Feeling aggrieved by the said judgment and decree, the defendant had filed an appeal in the Court of District Judge, Hisar, which were assigned to Additional District Judge, Hisar, who vide judgment and

decree dated 14.12.2021 dismissed the appeal upholding the judgment and decree passed by the trial Court.

8. Being dissatisfied with the judgments and decrees passed by the Courts below, the defendant has filed the present regular second appeal before this Court.

9. I have heard learned counsel for the appellant besides going through the record.

10. Both the Courts below on a thorough and analytical examination of the evidence adduced by the parties, in light of the facts and circumstances of the case and considering the settled legal position have returned the findings that Smt.Anju (plaintiff) had suffered a sudden neuro attack causing 95% disability to her as a result of which she is unable to do any work or to earn anything and this incident comes within the definition of accident since it was unexpected and unforeseen. The narrow interpretation given by the defendant that the policy related to road side accident only was considered and rejected by giving valid reasons. Both the Courts below found the action of the defendant in denying the benefits to the plaintiff under the policy being wrong and erroneous and letter written by the defendant to the plaintiff in that regard was declared to be illegal, null and void and it was set aside and a direction was issued to the defendant to release admissible policy benefits to the plaintiff and not to charge regular installment premium besides refunding the installment premium amount, which the defendant had charged from the date of suffering disability to the plaintiff and till its last payment.

11. The judgments and decrees passed by the Courts below are

quite detailed and well reasoned, based on proper appraisal of evidence and correct interpretation of law, which do not call for any interference.

12. No substantial question of law arises in this appeal.

13. Finding no merit in the appeal, the same stands dismissed.

Since the main appeal is dismissed, the miscellaneous application(s), if any stands disposed of accordingly.

30.1.2023 **(H.S.MADAAN)**
Brij **JUDGE**

Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No