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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Date of decision: 26th July, 2024***

\+ CM(M) 3020/2024 & CM APPL. 41939/2024

SHIRIN CHOURASIA .....Petitioner

Through: Mr. Vikash Kr. Sinha with Mr.Anupam Dwivedi, Advocates.

versus

M/S UNITED INDIA INSURANCE CO. LTD. .....Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT *(oral)*

1. Petitioner challenges order dated 10.10.2023, passed by the Hon'ble National Consumer Disputes Redressal Commission (in short 'NCDRC') whereby the revision filed by the petitioner herein has been dismissed holding therein that there is no ground to interfere with the concurrent decision of both the fora below.

2. The issue involved is very concise.

3. The petitioner herein was having a health insurance policy issued by the respondent/United India Insurance Co. Ltd. Initially, said policy was taken in the year 2009. It was renewed from time to time and was valid upto 15.04.2023.

4. According to petitioner, he was always eager and anxious to get

the policy renewed before its said expiry, but the officials of the Insurance Company kept on putting off the matter on one pretext or the other. He was made to shuttle between the offices situated in Delhi and Kolkata and there was no plausible answer coming from the Insurance Company and, therefore, the policy could not be renewed.

5. It is contended that after expiry of the health insurance, petitioner had incurred a huge sum of approximately Rs.5,00,000/- in relation to serious renal issues and since there was deficiency in service and the respondent Insurance Company did not, deliberately and mischievously, renew the policy, it was a fit case where the relief should have been granted to him.

6. The relevant clause with respect to the renewal reads as under:-

> *"5.10 Renewal Clause:*
> *1. <u>The Company shall renew this Policy if the Insured shall remit the requisite premium to the Company prior to expiry of the Period of Insurance stated in the Schedule.</u>*
>
> *2. The Company shall be entitled to decline renewal if:*
>
> *a) any fraud, misrepresentation or suppression by the Insured or on his behalf is found either in obtaining insurance or subsequently in relation there thereto or,*
> *b) the Company has discontinued issue of the Policy, in which event the Insured shall however have the option for renewal under any similar policy being issued by the Company; provided however, benefits payable shall be subject to the terms contained in such other policy:*
>
> *3. If the Insured falls to remit Premium for renewal before expiry of the period of Insurance, but within* 15 *days thereafter, admissibility of any claim during the period of subsequent Policy shall be considered in the same manner as under a Policy renewed with a break. The Company however shall not be liable for any claim arising out of ailment suffered or hospitalization commencing in the*

interim period after expiry of the earlier policy and prior to date of commencement of subsequent Policy."

(emphasis supplied)

7. Admittedly, the petitioner only has an e-mail whereby he had asked the respondent Insurance Company to renew the abovesaid policy. Such e-mail was sent on 03.04.2013. The contents of such e-mail are as under:-

> *"Hi.my name is SHIRIN CHOURASIA .i hv Individual Health Policy of United India insurance company .my policy no. is 222700/48/12/97/00000153. renewal date is 15 April.*
> *But when my brother went to there Wajirpur Divisional office, there Mr.S.K. Verma and Mr.B.K. Aggarwal refused to renew it.*
> *When we asked reason fr it?*
> *They didn't give any plus they refused t give anything in writing.*
> *We got everything recorded on our phone.*
> *Now .according t Supreme court guidelines they can't refuse to renew. i hv a continuous policy fr 4 yrs.*
> *Is this t way u harass ur customers? is there no one accountable? why do hv such incompetent nd arrogant staff?*
> *Hoping fr some action.*
> *Plz register my complain."*

8. As per the aforesaid noted renewal clause, the duty cast upon the petitioner was to "remit the requisite premium before the expiry of the period".

9. Even if he was not very clear as to which office, whether office in Delhi or Kolkata, would entertain such request for renewal, there was no one to stop him to have, at least, remitted the requisite premium before the expiry of the period of insurance, either by way of Demand Draft or by any other suitable mode.

10. When the matter was taken up by the Hon'ble NCDRC, it also

put a specific query to the petitioner whether he possessed any document to show that the premium in question was actually tendered to the respondent Insurance Company or not. The answer to the above said question, unfortunately, was in negative.

11. In view of the aforesaid peculiar facts and the renewal clause, there is no reason to interfere with the impugned order passed by Hon'ble NCDRC.

12. Moreover, this Court is conscious of the fact that the scope of supervisory jurisdiction under Article 227 of Constitution of India is also much restricted and constricted. This Court, while exercising such supervisory power, cannot act as an Appellate Court and cannot go any deeper with respect to the facts and evidence. The duty of the supervisory Court is to interdict if it is found that findings are perverse i.e. (i) Erroneous on account of non-consideration of material evidence, or (ii) Being conclusions which are contrary to the evidence, or (iii) Based on inferences that are impermissible in law. Reference be made to *Puri Investments Versus Young Friends and Co. and Others: 2022 SCC OnLine SC 283.*

13. Consequently, finding no merit or substance in the present petition, the same is dismissed in limine.

(MANOJ JAIN)
JUDGE

JULY 26, 2024
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