IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

117 **CWP No.3502-2025**
Date of decision : 07.02.2025

DHFL Pramerica Life Insurance Company Ltd.
... Petitioner

Versus

Sohan Singh and others
.. Respondents

CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA

Present:- Mr. Vikram Singh Punia, Advocate,
Ms. Yashasvi Rana, Advocate and
Mr. Girender Singh, Advocate for the petitioner.

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<u>Anupinder Singh Grewal, J. (Oral)</u>

The petitioner has challenged the order of the National Consumer Disputes Redressal Commission (for short 'National Commission') dated 22.03.2024 (Annexure P-11) whereby the order passed by the State Consumer Disputes Redressal Commission (for short 'State Commission') allowing the complaint of respondent No.1 has been upheld.

2. Learned counsel for the petitioner submits that the insured had a pre-existing history of medical ailments which he had concealed and not disclosed in the proposal form, therefore, the claim had been rightly denied to the nominee/beneficiary of the policy.

3. Heard.

4. The deceased had taken a home loan from respondent No.2 for a sum of Rs.21,72,207/- for construction of his house on 27.04.2015. The home loan had been insured by way of a 'Home Loan Insurance Policy' from the petitioner-Insurance Company. The amount was to be repaid in 228 monthly installments of Rs.21,455/- each. The date of commencement policy was 30.04.2017 and it was valid upto 29.04.2036. The premium on insurance policy of Rs.2,19,927/- had been paid in lump sum by the deceased. Unfortunately, the deceased had expired on 06.08.2017 due to a heart attack. The postmortem of the deceased was conducted in Civil Hospital, Gurdaspur on 06.08.2017 and the Doctor had opined the cause of death as under:-

> "Myocardial infarction leading to massive heart attack which is sufficient to cause death in ordinary course of nature and is natural disease process."

5. However, the petitioner had denied the claim by letter dated 15.12.2017 (Annexure P-6) on the ground that the deceased had history of pre-existing ailments which he had concealed. The relevant extract of letter dated 15.12.2017 (Annexure P-6) is reproduced hereinbelow:-

> "After close examination of all the documents submitted by, and validation of Member's details from Register of members, we regret to inform you that this claim cannot be admitted for the following reason. It was found that Late Mr. Sarabjit Singh had history of Seizure disorder and diabetes mellitus prior to the date of application and this information was not disclosed in the said application."

6. It is thus evident that the sole ground on which the petitioner had refused to disburse the insurance claim is that the deceased was suffering from pre-existing diseases of seizure disorder and diabetes mellitus which had not been disclosed by him in the proposal form. It is significant to note that the

only material which was produced by the petitioner in support of its case before the State Commission were photocopies of certain medical prescriptions/medical records obtained from a private hospital. No other evidence in support of this fact, either in the form of affidavit of concerned Doctor, who had made the prescriptions or any other official of the hospital, who had maintained the record, had been produced before the State Commission by the petitioner. They are also stated to have relied upon death claim investigation report by another Doctor who had conducted the medical investigation but he had neither been produced before the State Commission nor his affidavit had been filed in that regard. Therefore, merely placing reliance on photocopies of medical prescriptions to defeat the claim of the beneficiary of the insured would be unjustified and impermissible in law.

7. We deem it appropriate to reproduce the relevant exclusion clauses of the certificate of insurance as set out in Annexure P-3:-

> "Dear Mr. Sarbjit Singh....
> Welcome to the DHFL Pramerica Life Insurance family. Kindly review the details of terms and conditions mentioned in the following document which are enclosed with this letter:
>
> - Certificate of Insurance
> - Benefit Schedule
>
> Please check these documents carefully to ensure that the information is correct. You are requested to take your nominee through the benefits as well. You will have a period of 15 days from the date of receipt of the Certificate of Insurance to review the terms and conditions of the same and where you disagree to any of these terms and conditions, you have an option to return the Certificate of Insurance stating the reasons for objection. On receipt of the letter along with the Certificate of Insurance, the Company will refund the premium received for the same, subject to the deduction of

proportionate risk premium for the period of cover and expenses incurred by the Company on your medical examination and the related stamp fee.

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Exclusions

a) Suicide: if the insured Member commits suicide, whether sane or insane at the time, within one year from the Coverage Commencement Date as stated in the Schedule, then the liability of the Company shall be limited to a refund of 80% of the premium received.

b) Accelerated Accident Total permanent Disability arising directly or indirectly from any of the following are specifically excluded:

a) The life Assured taking part in any hazardous sport or passtimes (including hunting, mountaineering, racing, steeple chasing, bungee jumping etc.

b) The life Assured flying in any kind of aircraft, other thana s a bonafide passenger (whether fare-paying or not) on an aircraft of a licensed airline

c) HIV or antibodies of such a virus.

d) Self-inflicted injury, suicide or attempted suicide-whether sane or insane.

e) Under the influence of abuse of drugs, alcohol, narcotics or psychotropic substance not prescribed by a registered medical practitioner

f) Service in any military, airforce, naval or paramilitary

g) War, civil commotion, invasion, terrorism, hostilities (whether war be declared or not)

h) The Life Assured taking part in any strike, industrial dispute riot etc.

i) The Life Assured taking part in any criminal or illegal activity with criminal intent

j) Nuclear reaction, radiation or nuclear or chemical contamination.

8. It is manifest that the death of the deceased, who was 46 years of age, due to sudden heart attack would not fall under the aforementioned category of exclusions. The deceased was stated to be hale and hearty and had accordingly, replied in the negative to the question of pre-existing ailments in the medical questionnaire provided along with the proposal form. The onus

was on the petitioner to prove that the deceased was suffering from pre-existing diseases which it failed to discharge. The petitioner ought to have exercised due care and diligence at the time of issuance of policy by way of getting the deceased medically examined. Therefore, the respondent No.1/beneficiary of the policy cannot be deprived of the rightful claim.

9. Consequently, we do not find any illegality in the orders of the State Commission and the National Commission warranting interference by this Court while exercising its writ jurisdiction and the petition stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

(DEEPAK MANCHANDA)
JUDGE

February 07, 2025
sonia gugnani

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No