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

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CR-6723-2019 (O&M)
Date of decision : 04.11.2025

United India Insurance Company Ltd. ...... Petitioner

versus

Rajwinder Kaur and another ...... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

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Present: Mr. Gopal Mittal, Advocate
for the petitioner.

Mr. S.S. Rana, Advocate and
Mr. Arvind Kr. Sharma, Advocate
for respondent No.1.

Mr. Pardeep Bajaj, Advocate
for respondent No.2 (through V.C.).

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PANKAJ JAIN, J. (Oral)

1. Challenge is to the order dated 22.08.2019 passed by Chairman Permanent Lok Adalat (Public Utility Services) Fatehgarh Sahib, whereby application filed by the respondent-insurance company directing the applicants to produce the attested signatures of Rupinder Singh (deceased) and receipt with respect to payment of premium of Rs.30 has been declined.

2 Application was filed by the applicants seeking amount of Rs.5 lakhs. As per applicants, the deceased Rupinder Singh s/o late Pratap Singh was member of Bhagat Puran Singh Health Insurance Scheme being employee of Punjab Mandi Board. Under the said

scheme, his life was insured for a sum of Rs.5 lakhs in case of accidental death. Rupinder Singh was also issued I card bearing No. 73040103263900021. Rupinder Singh died on 24.04.2016 in a roadside accident. Thus, his legal heirs, i.e. the applicant is entitled for the claim under the said scheme.

3. As per the insurance company, Rupinder Singh was never a member of the scheme during his lifetime. It is only after his death that the claimant has made up the story with the aid of employer, i.e. Punjab Mandi Board.

4. The insurance company moved present application seeking direction to applicant to produce attested signatures of Rupinder Singh-deceased. The application was ordered to be dismissed by PLA observing as under:-

> "The application of the respondent insurance company deserves to be dismissed on the grounds that the genuineness of the signatures of the deceased Rupinder Singh is not in question as the said Rupinder Singh has not taken any insurance policy from the respondent insurance company directly but he being member of the respondent no. 1 has taken the insurance policy under the scheme of the State Government and respondent no. 1 has paid the premium to the respondent insurance company i.e. respondent no. 2. Respondent no. 1 in the written statement has admitted that Sh. Rupinder Singh husband of the applicant was Member of Bhagat Puran Singh Health Insurance Scheme Punjab Mandi Board and respondent no. 1 insured the said Rupinder Singh under the said scheme and respondent no. I through market committee Bassi Pathana distributed the health card of Bhagat Puran Singh Health Insurance Scheme and also to Rupinder Singh.
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> Counsel for the respondent insurance company insisted that the applicant should produce the receipt of the premium

> paid of Rs. 30/- but this argument of the counsel for the respondent no. 2 is not tenable because respondent no. 1 in the written statement has again admitted that Rs. 30/- as premium was got deposited within time to respondent no. 2 as per condition of the scheme. The respondent no. 1 received the premium of Rs. 30/- through market committee Bassi Pathana for each card holder as premium of scheme and deposited the same with respondent no. 2.
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> In view of the above discussion that it was the respondent no. 1 who collected the amount and paid to respondent no. 2 insurance company and the husband of the applicant Rupinder Singh was not having any direct connection with the respondent insurance company and the respondent insurance company if feels that the amount of Rs. 30/- was not paid by respondent no. 1 then it can produce on record the document at the time of leading its own evidence and the effect of that will be seen at the time of deciding the case on merits.
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> The application filed by the respondent insurance company is without any merit and the same is dismissed."

5. In the considered opinion of this court, once it is not disputed that it is the employer who was required to pay the premium for its employees for insurance cover under the scheme, the receipt if any, has to come from the possession of respondent No.2, i.e. Mandi Board. Since as per the Mandi Board, the deceased Rupiner Singh was inducted as member of Bhagat Puran Singh Health Insurance Scheme during his lifetime and premium of Rs.30 was also collected from him which was further paid to the insurance company, it is for the Mandi Board to produce receipt.

6. In view of above, this Courts finds no reason to interfere in the impugned order and the present revision petition is hereby ordered to be dismissed.

7. The main case having been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
04.11.2025 **JUDGE**
Dinesh

Whether speaking/reasoned : Yes

Whether Reportable : No