

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-1595-2026 (O&M)
Date of Decision: 13.03.2026

Suman Gupta

...Petitioner

Versus

The Permanent Lok Adalat (Public Utility Services) Bhiwani and
another ...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Kamal Sharma, Advocate
for Mr. Amit Arora, Advocate for the petitioner
Mr. Nitin Thatai, Advocate,
Ms. Monika Thatai, Advocate,
Ms. Shruti Sharma, Advocate and
Mr. Karan Sharma, Advocate for respondent No.2

JAGMOHAN BANSAL, J. (Oral)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of order dated 19.08.2025 whereby her insurance claim has been rejected by learned Permanent Lok Adalat ('PLA').

2. The petitioner's husband obtained life insurance policy from Birla Sun Life Insurance Company Limited. The policy was issued on 27.09.2017 and insured passed away on 28.12.2017 i.e. within three months from the date of policy. The sum insured was ₹5,53,000/- and annual premium was Rs.49,311/-. The respondent repudiated petitioner's claim vide letter dated 31.03.2018, thus, she approached learned PLA. Both sides led their evidence and learned PLA vide impugned order dated 19.08.2025

Rejected petitioner's claim on the ground that there was concealment of facts

on the part of insured. He was a known case of CVA (acute infract in periventricular region with right ICA thrombosis) with type 2 diabetes mellitus with coronary artery disease (post CABG) 4 years back. The insured in the application form answered 'No' with respect to medical history.

3. Learned counsel for the petitioner submits that petitioner was unaware of disease which was noticed by Maharaja Agrasen Hospital in its report dated 27.12.2017. As insured was not aware of disease pointed out by aforesaid hospital, there was no occasion for him to disclose or conceal the disease.

4. Heard the arguments and perused the record.

5. Learned PLA by impugned order has rejected petitioner's claim on the ground that there was concealment of material facts. The findings recorded by learned PLA read as:

"7. When the petition was posted for recording the evidence of the petitioner, Learned Counsel for the petitioner has tendered documents Ex.P-1 to Ex.P-9 and closed the evidence.

8. Contrary to it, Learned Counsel for the respondent has placed on file Affidavit Ex.RW1/A alongwith documents Ex.R-1 to Ex.R-9 and closed the evidence.

9. Arguments have been heard in detail. Entire records has also been properly perused and examined. Similarly, whatever the documentary evidence has been lead during the proceedings of the petition, has also been appreciated.

10. Repudiation Letter Dated 31.03.2018 Ex.P-1 shows that claim filed by the petitioner was repudiated, interalia, by making following observation:-

"As per the "Claimant's Statement" and "Death Certificate" Life Assured expired in 3 months & 1 days



since policy issuance date i.e; on December 28, 2017 due to Cardiac Arrest.

In the said proposal, the Life Assured, in replies to Q Nos. 14 II, IV (a) (1) had replied in the negative. For your reference, we are reproducing below the aforesaid questions and the replies thereto in the proposal for insurance:

14) MEDICAL HISTORY

II. In the past five years, have you ever undergone any surgical operation at a hospital or clinic or undergone any investigations with other than normal or negative results (including X-rays, ECG. blood tests, biopsies etc.?..... NO

IV. Have you ever sought advice or suffered from any of the following?

a) Chest pain, low or high blood pressure, high cholesterol, heart attack, heart murmur or other heart disorder?.....No

1) Any other illness, surgery or injury?..... No

Similarly, in his statement to the Medical Examiner in the Medical Examiner's Report dated September 23, 2017 submitted as part of his application for insurances, the Life Assured had replied in negative to questions numbered Part 1 4 (a) (k) of the Medical Examiner's Report (the "MER"). For your reference, we are reproducing below the aforesaid questions and the replies thereto in the MER:

Part I

4. Have you ever had or sought advice for:

a) Chest pain, high blood pressure, stroke, heart attack, heart murmur or other heart disorder?..... NO

k) Any other illness, surgery or Injury?.....NO



However, our investigation findings have established that the Life Assured was suffering from Coronary Artery Disease and had undergone Coronary Artery Bypass Grafting for the same prior to application for the insurance. Hence, we are satisfied that the aforesaid replies in the Proposal (for insurance and MER are false”.

11. *Perusal of Common Application Form Ex.R-1 shows that LA has replied the questions, as pointed out above, in “No”.*

12. *Insurance Company has filed the Death Claim Investigation Report Ex.R-1 wherein the Death Summary Dated 28.12.2017 issued by Maharaja Agrasen Hospital is attached. Aforesaid Death Summary shows that doctor has made following observations:-*

The patient was admitted with complaints of mouth deviation towards right side on 26.11.2017, slurring of speech and weakness of left side of body. The patient was a known case of CVA (acute infract in periventricular region with right ICA thrombosis) with type 2 diabetes mellitus with coronary artery disease post CABG) 4 years back”.

13. *From the perusal of Death Summary given by Dr. Suresh Mittal and Dr. R.S. Raman, Senior Consultants, Life Assured Suresh Kumar was a known case of CVA (acute infract in periventricular region with right ICA thrombosis) and was having Coronary Artery Disease (Post CABG 4 years back).*

14. *However, as stated above, the LA has not disclosed the aforesaid disease in the Proposal Form despite specific questions to him. Therefore, having coronary disease and not disclosing in the Proposal Form at the time of seeking medical insurance cover amounts to clear concealment of material facts having bearing on admissibility of medical health policy. So, when there is a material concealment of fact, Insurance Company has every right to repudiate the claim.*



15. *In the case in hand, respondent Insurance Company has repudiated the claim of the petitioner while taking into consideration the fact that LA was suffering from Coronary Artery Disease and Undergone Coronary Artery Bypass Grafting. Therefore, no fault can be found with the repudiation of the claim by the Insurance Company on the aforesaid grounds.”*

6. From the perusal of above quoted findings, it is evident that insured was suffering from ailment, however, he did not disclose the same in the application form despite specific question. As he was guilty of concealment of facts, the insurer was within its jurisdiction to repudiate the claim. It is apposite to notice that insured passed away within three months from the date of issuance of insurance policy. There is no manifest factual or legal infirmity in the impugned order warranting interfere of this Court.

7. In the wake of above discussion and findings, this Court is of the considered opinion that present petition deserves to be dismissed and accordingly dismissed.

8. Pending application(s), if any, shall stand disposed of.

(JAGMOHAN BANSAL)
JUDGE

13.03.2026
Mohit Kumar

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