2026:PHHC:062935

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH
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114

CWP-12465-2026
Date of Decision: 24.04.2026

BHARAT RAM

…Petitioner

Versus

PERMANENT LOK ADALAT THROUGH ITS CHAIRMAN & OTHERS

…Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Karamjit Verma, Advocate for petitioner

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JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under article 226/227 of the Constitution of India is seeking setting aside of award dated 11.09.2024 (Annexure P-1) whereby learned Permanent Lok Adalat (for short ‘PLA’) has rejected his application filed under Section 22C of the Legal Services Authority Act, 1987 (for short ‘1987 Act’).

2. The insured purchased an insurance policy from the respondent No. 2-Insurer. He paid quarterly premium of Rs.12,250/- for a period of 11 years from 28.10.2009 to 28.10.2020. The sum assured was Rs.5,00,000/- in case of natural death and Rs.10,00,00/- in case of accidental death. The petitioner on the maturity of the insurance policy lodged claim. The respondent examined the matter and sanctioned maturity amount of

Rs.2,32,991/-. The petitioner filed an application under Section 22C of 1987 Act before learned PLA which sought response of the respondent. Matter was tried to be reconciled, however, was finally adjudicated on merits. Learned PLA has concluded that the policy was explicit in its terms, thus, maturity amount has rightly been disbursed.

3. Learned counsel for the petitioner submits that insured was misled by agent of the Insurance Company. He was under impression that he would get Rs.10,00,000/- at the time of maturity whereas he received just Rs.2,32,991/-.

4. Heard the arguments and perused the record.

5. Learned PLA has rejected claim of the petitioner on the ground that there is violation of terms & conditions of the policy by respondent. The insurer has made payment as per policy. A sum of Rs.10,00,000/- was payable in case of death by accident. Findings recorded by learned PLA read as:

> *"15. After going through the evidence place on record we find that the story of the applicant mentioned in his application that his policy documents were not supplied and he was unaware about the terms and conditions of the policy is not inspiring. It is the admitted case that applicant purchase policy no. 164359159 which is Ex. R1 this document proves that date of commencement of the policy was 28.10.2009 and the date of maturity was 28.10.2020 and data of birth of the applicant mentioned as 5.6.1950 and the table and terms of the policy is mentioned as 165-11. The respondents have also placed on record proposal form Ex R2 on the basis of which the policy was issued. This document proves that the applicant purchased the insurance policy having plan and terms 165-11. This document proves that*

applicant had the knowledge that he was purchasing the policy with plan and term 165-11. It is admitted case that applicant paid the premium till the date of maturity of the policy i.e. 28.10.2020. The plea of the applicant that he paid the premiums for 11 years as he has faith upon the agent i.e. respondent no. 3 is not plausible. The applicant before the date of maturity issued a legal notice through counsel on 20.10.2020 which is Ex. AS to respondents no. 1 and 2 but did not mentioned in the notice that he did not receive the policy documents. He has rather mentioned that he was induced by the respondent no. 3 for purchasing the policy. This plea of 50 inducement is not proved by the evidence placed on record. The applicant himself mentioned the terms and plan of the policy in the proposal form Ex.

16. We are of the opinion that applicant is bound with the terms and conditions of the policy Ex R1 and the maturity sum assured amount of Rs. 1,57,960/- mentioned in the policy is to be paid to the applicant and not the amount of Rs. 10,00,000/- which is payable on the event of death of the assured and the accident. The policy mentions the maturity benefit. It is stated that in the event of the life assured surviving the date of maturity a sum equal to maturity sum insured in force after partial surrender if any along with the corresponding loyalty addition if any shall be payable. The respondents have placed on record affidavit Ex. RwI/A of Sh. Harvinder Puri Manager Legal of LIC of India and he has mentioned in the affidavit that how the amount of loyalty is calculated for payment to the policy holder. The evidence of the applicant does not rebut the evidence of this witness. The respondents have offered the amount of Rs. 2,32,991/- which include maturity sum assured amount and loyalty additions which is payable to the applicant under the policy. Applicant is not entitled to receive the amount of Rs. 10,00,000/- under the policy as his case is not of death and accident as mentioned in the policy.

> *17. In view of the discussions made above the application is partly allowed. The respondents are directed to pay Rs. 2,32,991/- within 45 days from the date of Award on submission of the requisite documents by the applicant, failing which the applicant will be entitled to interest @ 9% from the date of Award till realization."*

6. As per findings returned by learned PLA, the insured was having knowledge about the terms of the policy. The plea of inducement by the agent cannot be believed. The insured was entitled to Rs.2,32,991/- on maturity and Rs.10,00,000/- was payable only in the event of death.

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

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

(JAGMOHAN BANSAL)
JUDGE

24.04.2026
SDK

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