IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

105 **CWP-21668-2025**
Date of Decision: 19.05.2026

Bharti AXA Life Insurance Co. Ltd. and another …Petitioners

Versus

Kalawati and another …Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Ms. Jasmine Garg, Advocate for
Mr. Sanjeev Goyal, Advocate for the petitioners

Mr. Nikhil Vats, Advocate and
Mr. Sandeep Bhardwaj, Advocate for respondent No. 1
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JAGMOHAN BANSAL, J. (Oral)

1. The petitioners through instant petition under Articles 226/227 of the Constitution of India are seeking setting aside of award dated 02.04.2025 whereby learned Permanent Lok Adalat, Kurukshetra (for short '**PLA**') has allowed respondent's application filed under Section 22C of Legal Services Authorities Act, 1987 (for short '**1987 Act**').

2. Mr. Samundar Singh-husband of respondent No.1 obtained Life Insurance Policy No.501-7224550 from petitioner-M/s Bharti AXA Life Insurance Company Limited on 31.03.2018. The sum insured was ₹7,11,322/- with death benefit of ₹14,22,644/-. He paid first premium of ₹63,172/- and expired on 25.04.2018 due to sudden heart attack. It is apposite to notice that death took place within 25 days from the date of insurance policy. The insurer repudiated death claim vide letter dated 31.03.2019 on the ground that insured was suffering from squamous cell carcinoma. He was taking treatment for the said disease since February'

2017. There was suppression of material pre-existing disease. Respondent No.1, in terms of Section 22C of 1987 Act, preferred claim which came to be allowed by PLA vide order dated 02.04.2025.

3. Learned counsel for the petitioner submits that insured was suffering from cancer which is a life-threatening disease. The said disease could not be detected at the time of medical examination and insured did not disclose the same in the proposal form.

4. Learned counsel for respondent No.1 pointed out Paragraph 14 of impugned order wherein PLA has recorded categoric findings to the effect that insurer has failed to prove that deceased-insured was suffering from cancer. The photocopy of medical report does not bear signature of any Doctor. It has also not been attested by competent authority of the hospital or competent official of the insurer-company. Different CR numbers have been mentioned on the scanned photocopy of the medical report.

5. Heard the arguments and perused the record.

6. Learned counsel for the petitioner is doubting impugned order on the sole ground that there was suppression of fact. The deceased was suffering from cancer and this disease could not be detected during medical investigation. The deceased intentionally concealed said disease, thus, insurance company was entitled to repudiate the claim because death took place within 3 years from the date of insurance. PLA has rejected petitioner's contention on the ground that insurer has failed to prove its allegation that insured was suffering from cancer. The findings recorded by PLA read as:-

"14. The onus lay upon the respondent insurance company to show that the life assured had concealed any such fact as regards his previous ailment with an intention to mislead the insurance company while submitting the proposal form. The insurance company has relied upon the investigation report Ex. R-6 submitted by the investigation agency, DICK EYE INVESTIGATION. A perusal of the photocopy of the said report shows that it neither bears the stamp of the investigation agency nor signatures of any of its authorized representative. It also does not bear any date to show so as to on which date the said report was prepared or submitted by the investigation agency. Further its perusal shows that the investigation agency has itself mentioned that as per the investigation, the date death of life assured and death certificate were found to be genuine and correct were also got verified from the statement of Sarpanch and written statement of nominee and neighbourers. The report submitted by the investigation agency is simply based on oral observations, surmises and conjectures. The photocopy of the medical report scanned by CamScanner, alleged to have been collected by investigation agency from PGI Rohtak, without any corroborative evidence is not sufficient enough to prove that the life assured Samunder Singh was suffering from the disease of cancer. The said photocopy of medical report also does not bear the signatures of any Doctor. It has also not been duly attested by the competent authority of the Hospital or competent official of the insurance company. Different CR number have been mentioned in the scanned photocopy of the medical record Ex. R-5. No report of any Medical Officer, who allegedly examined or treated the life assured in PGI Rohtak has been collected or produced by the investigation agency. Mere verbal/oral confirmation from the neighbourers would not prove that the life assured Samunder Singh had concealed the fact as regards his previous ailment or that he had died due to any such disease.

15. Though it is stated in the investigation report Ex. R-6 that on the morning of 25.04.2018 (the date on which life assured died), his family took him to PGI Rohtak where the *doctors provided him some medicines and thereafter they came back to their residence where his condition deteriorated and he had chest pain due to which he died at his residence but no such record has been produced which may show that the life assured was taken to PGI Rohtak on 25.04.2018 and that he had died due to any such diseases of squamous cell carcinoma. Even no such medical record could be collected by the investigation agency to show that life assured was under continuous treatment for any such ailment in any hospital prior to his death.*

16. In the instant case, the respondent insurance company has miserably failed to show any connection between the cause of death and the ailment with which the deceased life assured was allegedly suffering. As already observed, as per the investigation report Ex. R-6, the life assured died at home due to heart attack. There seems to be no co-relation between the death of the life assured and suppression of the alleged ailment. It has been observed by the Hon'ble High Court of Punjab and Haryana in Sushma Sareen Vs. Insurance Ombudsman(supra) that a fact to be material has to be one which has a direct bearing on the cause of death. Mere proximity to the cause of death or any incidental relation to it, would not suffice."

7. Section 22E of 1987 Act provides that award passed by learned PLA shall be final and binding on all the parties. The award cannot be called in question in any original suit, application or execution proceedings. Section 22E reads as:

"22E. Award of Permanent Lok Adalat to be final

(1) Every award of the Permanent Lok Adalat under this Act made either on merit or in terms of a settlement agreement shall be final and binding on all the parties thereto and on persons claiming under them.

(2) Every award of the Permanent Lok Adalat under this Act shall be deemed to be a decree of a civil court.

(3) The award made by the Permanent Lok Adalat under this

Act shall be by a majority of the persons constituting the Permanent Lok Adalat.

(4) Every award made by the Permanent Lok Adalat under this Act shall be final and shall not be called in question in any original suit, application or execution proceeding.

(5) The Permanent Lok Adalat may transmit any award made by it to a civil court having local jurisdiction and such civil court shall execute the order as if it were a decree made by that court."

8. It is factually and legally correct that award passed by learned PLA can be examined in writ jurisdiction, however, mandate of Section 22E of 1987 Act cannot be ignored. The award can be examined in writ jurisdiction if there is manifest procedural or fundamental error or PLA has passed award beyond its jurisdiction. There is no such argument or allegation in the present case. Learned PLA has passed impugned order after following prescribed procedure and granting opportunity of hearing. PLA has recorded findings to the effect that insurer failed to prove that insured was suffering from cancer. In such circumstances, the impugned order cannot be disturbed.

9. In the wake of above discussion and findings, this Court does not find any manifest factual or legal infirmity in the impugned award warranting interference. The petition deserves to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

19.05.2026
Mohit Kumar

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