

Chief Postmaster General (Pli) and Others Vs. Mrs. Geeta Ramchandra Karvekar

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Court : Maharashtra State Consumer Disputes Redressal Commission SCDRC
Mumbai

Decided On : Oct-18-2013

Judge : R.C. Chavan, President & the Honourable Mr. Dhanraj Khamatkar
Member

Appeal No. : First Appeal No. A/01 of 1529 (Arisen out of Order Dated null in
Case No. 349 of 2000 of District Sangli)

Appellant : Chief Postmaster General (Pli) and Others

Respondent : Mrs. Geeta Ramchandra Karvekar

Judgement :

Oral Order:

R. C. Chavan, President:

[1] This appeal is directed against the order dated 06/09/2001 passed by the District Consumer Disputes Redressal Forum, Sangli in Consumer Complaint No.349 of 2000, Smt. Geeta Ramchandra Karvekar Vs. Chief Post-Master, General (P.L.I.) And Others, directing the Appellants herein/original Opponents to pay to the Respondent/Complainant (hereinafter referred to as the Complainant for the sake of brevity) a sum of Rs.50,000/- towards the Postal Endowment

Assurance Policy taken out by the Complainants husband.

[2] The Complainants husband was serving with the Central Industrial Security Force. He had taken out a policy of insurance from the Appellants on 09/07/1997. The Complainants husband died on 24/06/1998 after having paid all the premia from time to time. The Complainant then made a claim for payment of amount under the insurance policy. However, the Appellants refused to pay the amounts under the policy and, therefore, the Complainant was required to approach the District Forum by filing a consumer complaint which complaint was allowed by the District Forum by its impugned order.

[3] On behalf of the Appellants two defences were taken in the written version. First defence was that the Insured had to pay premia at-least for a period of thirty-six months and the second defence was that the Appellants were entitled to refuse to honour the claim because the Insured had made a false declaration that he was not suffering from any diseases like tuberculosis, cancer, paralysis, insanity, heart ailment or disease of lungs, kidney disease, brain disease, diabetes, hypertension etc.

[4] After considering the evidence tendered, the District Forum held that the Appellant did not have any material to substantiate the plea taken.

[5] We have heard Adv. N. J. Gonsalves on behalf of the Appellants and Adv. Santosh Patil on behalf of the Respondent. We have also perused the record.

[6] Learned Advocate for the Appellants submitted by referring to the insurance policy that the Insured was required to pay premia for a period of three years before he could get the benefit under the policy. From the plain reading of the relevant clause in the policy it is clear that the condition as regards payment of premia for a period of three years applies only for getting the surrender value of the policy. Such is not the present case.

[7] Learned Advocate for the Appellants next relied upon a certificate which is produced on the record as Exhibit-F at page (53) of the appeal compilation which refers to sudden cardio-respiratory arrest. This is in fact in respect of the Insureds

death on account of sudden cardio-respiratory arrest which took place after the insurance policy was taken and was in fact, the cause for seeking the amount under the policy.

[8] Learned Advocate for the Appellants next relied upon Annexure-I to the certificate issued by Assistant Commandment, CISF Unit; where cardiac arrest is mentioned in the last column. This, as we perceive, pertains to the final illness in which the Insured died and cannot be indicative of the fact that leave taken by the Insured prior to taking out the insurance policy for any major illness. Leave account shows that Insured had taken Earned Leave or Commuted Leave ranging from 01 to 28 days on various occasions prior to taking out the insurance policy. Annexure-II itself mentions that no medical reimbursement was availed by the Insured. On the basis of this communication the Appellants cannot establish that the Insured was suffering from any of the diseases mentioned in Clause-16 of the proposal form or that the Insured suppressed information in respect of these diseases.

[9] We find no fault with the conclusions drawn by the Forum and there is no merit in the appeal. We hold accordingly and pass the following order:-

ORDER

Appeal stands dismissed.

No order as to costs.

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