



Date of registration :17.05.2016
Date of order :27.10.2016

**BEFORE THE DISTRICT CONSUMERS FORUM-I,
VISAKHAPATNAM : AP**

PRESENT: Sri H.Ananda Rao, M.A., LL.B.,
President

Smt K.V.R.Maheswari, B.A., B.L., LL.M.,
Lady Member

Thursday, the 27th day of October, 2016

Consumer Complaint No:121/2016

Between:

Madiboyina Nookaratnam W/o late Suribabu, Hindu, aged 29 years, residing at D.No.6-40, Kothapeta Veedhi, Tumpala Village, Anakapalle Mandal, Visakhapatnam District.

... Complainant

And:

The Manager, Reliance Life Insurance, D.No.7-15-19, 1st floor, old Gajuwaka, Visakhapatnam-26

... Opposite Party

This case is coming for final hearing on 21.10.2016 in the presence of Sri Habeeb Sultan Ali Advocate for Complainant and of Sri T.S.D.Srinivas & T.Sam Kumar Advocates for opposite party and having stood over till this date, the Forum delivered the following:

: O R D E R :

(As per Smt K.V.R.Maheswari, Honourable Lady Member on behalf of the Bench)

1. The case of the complainant is that the husband of the complainant Madiboyina Suribabu took Reliance Insurance Policy on 27.11.2003 vide policy No.50542910 for sum assured Rs.1,85,000/- wherein, the complainant was shown as nominee. While so, on 30.11.2012, the life assured i.e., husband of the complainant met with electric shock and admitted in the area hospital at Anakapalli vide O.P.No.18759 and after taking treatment the husband of the complainant was demised on 04.12.2012. After that the complainant intimated to the opposite parties about the death of her husband through letter on 16.09.2013 but the opposite party did not respond and not settled the policy amount. The complainant approached the opposite party several times and made repeated requests and demands made by the complainant, but the opposite

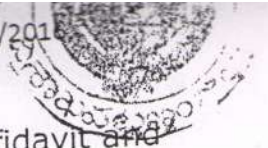
service which causes mental agony and financial hardship to the complainant, hence this complaint to direct the opposite party;

- a) To pay insured amount of Rs.1,85,000/-
- b) To pay Rs.20,000/- towards compensation besides costs of Rs.20,000/-

2. On the other hand, the opposite party filed its counter and denied the allegations mentioned in the complaint and pleaded that the complaint is time barred because, the cause of action arose on 04.12.2012 when the life assured died due to electric shock. The complaint was filed in the year 2015 which is three years after cause of action. As per the Apex court decision that any consumer complaint which is time barred under Section-24A of the Consumer Protection Act of 1986 deserves to be dismissed in limini.

3. The opposite party pleaded that the complainant approached the Forum without filing the death claim intimation with the opposite party company, hence the complaint is premature.

As per Regulation-8(2) of IRDA "A life Insurance Company upon receiving the claim shall process the claim without delay". Hence, as per mandatory requirement, the complainant is under obligation to file the death-claim with the opposite party insurance company to initiate the processing of the claim, but he failed to file any death claim, hence, the complaint is to be dismissed. The opposite party had not received any death claim intimation till date from the complainant and not submitted the required documents to the opposite party. The opposite party had not received the required documents to settle the amount and it is not averse to settling claims but the indispensable requirements cannot be done away with by the opposite party company as per applicable Rules and Regulations. The opposite party admitted about the issuance of policy with the life assured on believing the information given by the life assured in the proposal form to be true and correct in all aspects. After the death of life assured the complainant failed to produce necessary documents and not followed the procedure to settle the claim amount, hence there is no deficiency in service on the part of the opposite party. As such the complaint is to be dismissed.



4. At the time of enquiry, the complainant filed her evidence affidavit and exhibits A1 to A3 are marked. On the other hand, the opposite party filed its counter and evidence affidavit, but no documents are marked. Both the counsels reported no written arguments from their side. Heard both who reiterated their versions.

5. In view of the respective contentions, the point that would arise for determination is:-

Whether there is any deficiency in service on the part of the opposite party, if so can the complainant entitle for the reliefs prayed for?

6. As per Ex.A1 i.e., policy bond dt:28.11.2012 wherein, the sum assured was shown as Rs.1,85,000/- and the complainant was shown as nominee which is not in dispute. Ex.A2 is Intimation letter dt:11.09.2013 issued by the complainant to the opposite party along with courier receipt dt:16.09.2013. Ex.A3 is the Death Certificate dt:21.12.2012 of life assured wherein, the date of death was shown as 04.12.2012.

7. The contention of the complainant is that after the death of her husband, she intimated the same to the opposite party on 16.09.2013 along with death certificate and policy copy, but the opposite party not settled the claim amount.

8. The opposite party's first plea is that the complaint is time barred, as the cause of action i.e., death of life assured on 04.12.2012, but the complainant filed her complaint in the year 2015 i.e., after three years, hence as per Section-24A of Consumer Protection Act, the complaint is time barred. But it is to be noted that the complainant filed a petition under Section-24A of Consumer Protection Act on 03.09.2015 to condone the delay of 274 days in filing the complaint and the same was allowed and the delay was condoned with a conditional order on payment of costs of Rs.300/- to the opposite party, accordingly, the counsel of the opposite party received the costs and the petition was allowed and the CC was registered. As such here there is no question regarding the time barred complaint.

9. Another plea of the opposite party is that the complainant not submitted the relevant documents and not intimated about the death of life

death intimation letter issued by the complainant to the opposite party along with courier receipt evidenced that the complainant intimated about her husband's death and also she submitted the copy of the policy document and death certificate of her husband. But the opposite party not come forward to settle the issue. Hence, in our view, the opposite party is liable to pay the policy amount to the complaint who is the nominee of the policy as the policy is in existence at the time of death of life assured.

10. The complainant after 16.09.2013 not filed any documents regarding her efforts towards purusance of the claim amount, as such she is not entitled for the interest which is also not claimed by the complainant in her complaint.

11. The complainant is an uneducated woman and she might have under impression that the opposite party company would have been settled the claim amount if she intimate about the demise of her husband. But the opposite party not come forward to settle the issue even after receipt of intimation letter by the complainant.

12. Moreover, the opposite party not substantiated its plea regarding the non intimation of death of life assured by filing any documentary evidence, hence, in our view, the opposite party is liable to pay compensation to the complainant because being an illiterate woman she suffered financially and mentally because of acts of the opposite party. Hence, awarding Rs.15,000/- towards compensation which would be just and proper besides the policy amount of Rs.1,85,000/-.

Accordingly, this point is answered.

13. In the result, the complaint is allowed in part directing the opposite party to pay Rs.1,85,000/- (Rupees one lakh eighty five thousand only) to the complainant and further directed to pay compensation of Rs.15,000/- (Rupees fifteen thousand only) besides costs of Rs.2,500/- (Rupees two thousand five hundred only). Time for compliance two months.

Dictated to the Shorthand Writer, transcribed by her, corrected and pronounced by us in the open Forum on this the 27th day of October, 2016.


President


Lady Member

FILED COPY

16/11/16



APPENDIX OF EVIDENCE

- Witnesses examined for the complainant:
P.W.1 - Evidence affidavit of 1st complainant is filed as P.W.1
- Witnesses examined for the opposite parties:
D.W.1 - Evidence affidavit of opposite party is filed as D.W.1

Exhibits Marked for the Complainant:

Ex.A1	28.11.2012	Original Insurance Policy copy bearing No.50542910
Ex.A2	11.09.2013	Original Intimation Letter
Ex.A3	21.12.2012	Original Death Certificate

Exhibits Marked for the Opposite Parties: NIL

[Signature]
President

[Signature]
Lady Member

//SSKL//

Date of order... 27-10-2016
 When made ready... 16/11/2016
 Date of Dispatch/Delivery... 16/11/2016

CERTIFIED COPY

[Signature]
SHERISTOAR
18/11/16

DSS No-941
Dt 16/11/2016

