

BEFORE THE CONSUMER DISPUTES REDRESSAL
COMMISSION, RAJASTHAN, JAIPUR BENCH NO.1

FIRST APPEAL NO: 850 /2017

HDFC Standard Life Insurance Co.Ltd. regd.office Raman
House, HT Parekh Road, 169 Backway Reclamation,
Church Gate, Mumbai & ors.

Vs.

Smt.Sunita Sood w/o late Rakesh Soodr/o 79, Nemi Nagar,
Ashram Road, Vaishali Nagar, Jaipur & ors.

Date of Order 1.2.2018

Before:

Reportable

Hon'ble Mrs. Justice Nisha Gupta- President

Mr. Ramkalyan Sharma counsel for the appellants

Mr. Neeraj Batra counsel for respondents

BY THE STATE COMMISSION (PER HON'BLE MRS.
JUSTICE NISHA GUPTA,PRESIDENT):

वेदिका
अध्यक्ष
राज्य उपभोक्ता विवाद प्राधिकरण
राजस्थान, जयपुर

This appeal has been filed against the order passed by the District Forum, Jaipur 3rd dated 21.6.2017 whereby the claim is allowed against the appellant.

The contention of the appellant is that the Consumer Forum situated at Jaipur was not having jurisdiction as the proposal form was submitted in Silchar (Assam) and policy was issued from Mumbai office. Further material facts regarding health condition were suppressed hence, the claim should have been dismissed.

Per contra the contention of the respondent is that claim has rightly been allowed. No ground for interference.

Heard the counsel for the parties and perused the impugned judgment as well as original record of the case.

There is no dispute about the fact that the proposal form Ex. R 2 was filled in Silchar and policy Ex. R 1 was issued from Mumbai office. No part of cause of action has arisen in Jaipur. Per contra the contention of the respondent is that claim

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was submitted in Jaipur office hence, the Jaipur Consumer Forum is having jurisdiction.

In view of the fact that the policy was issued from Mumbai office, proposal form was filled at Silchar and deceased died in Guwahati (Assam), no cause of action has arisen in the jurisdiction of Jaipur. The claim could not be filed here and reliance could be placed on IV (2009) CPJ 40 (SC) Sonic Surgical Vs. National Insurance Company wherein it has been made clear that 'branch office' in amended section means, branch office where cause of action arose and here in the present case no part of cause of action arose in Jaipur.

Further reliance has been placed on I (2014) CPJ 302 (NC) Melanie Das Vs. Royal Sundaram Alliance Insurance Co., III (2012) CPJ 589 (NC) Ajmer Singh Vs. New India Assurance Co. Ltd.

The contention of the respondent is that branch office at Jaipur has dealt with the claim hence, Jaipur Consumer Forum is having jurisdiction but this contention is not acceptable as dealing with the claim could not give rise to any cause of

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action and in III (2003) CPJ 144 (NC) National Insurance Co. Vs. Sonic Surgical it has been held that mere dealing with claim at some stage by regional office would not furnish part of cause of action. In view of the above the judgment passed by the Forum below is without jurisdiction.

The other contention of the appellant is that material facts as regard to health condition are being suppressed. It is not in dispute that proposal form was filled on 24.2.2009 and the insured has undertaken to notify the company any change in health condition between the date of application and prior to acceptance of the risk by the company and after medical examination policy was issued on 18.3.2009.

The appellant has rightly relied upon Ex. R 6 brief clinical summary of International Hospital, Guwahati where insured remained hospitalized and ultimately died. Ex. R 6 is submitted by the complainant respondent herself and it speaks that he was earlier hospitalized from 14th March to 17th March 2009 and he is known case of chronic liver disease. It may also be noted that as the deceased was in defence services, the insurance company asked to undergo medical examination and

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additional premium was also asked which was consented by the deceased on 17.3.2009 whereas he was hospitalized on that day but without disclosing the material facts that he is under treatment and suffering from chronic liver disease policy was purchased. Hence, it can very well be concluded that material facts as regard to health condition of the insured were suppressed and reliance could rightly be placed on the judgment passed by the National Commission in Revision Petition No. 2129/2008 Shanti Devi Vs. LIC of India where it has been held as under:

“ Even if for the sake of argument it is presumed that proposal form was submitted on 21.2.1999, admittedly policy was issued on 20.5.1999 and treatment was taken by Banwarilal between 5.3.1999 to 12.3.1999 before receiving insurance policy. Insured was under obligation to intimate subsequent development regarding his health from date of submission of proposal form till issuance of policy as per declaration in the proposal form and on failure of declaration about his treatment, this policy is voidable on the part of OP and OP has not committed any deficiency in repudiating claim on the ground of withholding information regarding his treatment.”

Further reliance has been placed on III (2008) CPJ 78

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(SC) P.C.Chacko Vs. LIC of India, judgment passed by the National Commission in First Appeal No. 958/2015 Chandratan Lahoti Vs. AVIVA Life Insurance Co., I (2008) CPJ 455 (NC) Saramma Varghese Vs. LIC of India and IV (2009) CPJ 8 (SC) Satwant Kaur Sandhu Vs. New India Assurance Co. Hence, in view of the above it can very well be concluded that material facts are suppressed.

The respondent has relied upon I (2012) CPJ 557 (NC) Birla Sunlife Insurance Co. Vs. Charakapu Chinna Rao where no supporting evidence was submitted to constitute suppression of facts but here in the present case Ex. R 6 clinical summary of the hospital clearly proves the preexisting disease of the insured.

Hence, in view of the above the appeal is allowed and the order of the Forum below dated 21.6.2017 is set aside.

12/11/2017
(Nisha Gupta)
President

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