(2024) 11 NCDRC CK 0079

National Consumer Disputes Redressal Commission

Case No: Revision Petition No. 998, 1023 Of 2020, 427, 428 Of 2021

IDBI Federal Life Insurance Co. Ltd. & Anr	APPELLANT
Vs	
Lakhha K. Panjabi	RESPONDENT

Date of Decision: Nov. 21, 2024

Acts Referred:

- Consumer Protection Act, 1986 - Section 21(b)
- Insurance Act, 1938 - Section 45
- Evidence Act, 1872 - Section 101, 102, 103, 105,106

Hon'ble Judges: Avm J. Rajendra, Avsm Vsm (Retd.),Presiding Member

Bench: Single Bench

Advocate: Piyush Singhal, Varshal M. Pancholi

Final Decision: Dismissed

Judgement

Avm J. Rajendra, Avsm Vsm (Retd.),Presiding Member

1. This common order addresses four Revision Petitions, No. 998 & 1023 of 2020 filed by IDBI Federal Life Insurance Co. Ltd. and 427 & 428 of 2021 filed by Lakkha K. Panjabi, under Section 21(b) of the Consumer Protection Act, 1986. These petitions challenge orders dated 29.07.2020 passed by the learned State Consumer Disputes Redressal Commission, Gujarat ('State Commission') related to Appeal Nos. 1072 and 1015 of 2015. Vide this Order, the State Commission reduced 50% of the claim amount along with an interest @ 7% p.a. from the date of repudiation dated 29.05.2012 till realization and modified the orders of District Consumer Disputes Redressal Forum, Ahmedabad ('District Forum') dated 31.03.2015.

2. As per report of the Registry, there is some delay in filing of all the Revision Petitions. As the delay occurred during the suspended period of limitation due to Covid-19, all the Revision Petitions are treated to have been filed within limitation.

3. Since the facts and questions of law involved in all the four Revision Petitions are substantially similar, except for variations in dates, events etc., these four Revision Petitions are being disposed of by this common Order. To facilitate clarity and convenience, RP No. 998/2015 is considered as the primary / lead case, with the facts outlined below being extracted from CC No.814/2013.

4. For convenience, the parties are referred to as placed in the original Complaint before the District Forum & State Commission.

5. Brief facts of the case, as per the Complainant, are that the deceased had applied for a life insurance policy on 26.07.2011, which was issued on 04.08.2011 with a coverage of Rs.9,00,000 for a 30-year term. Unfortunately, he died on 01.12.2011 due to cardiac arrest. Following his death, the complainant submitted a death claim to the insurer, along with required documents. The insurer, however, denied the claim on 29.05.2012, citing misrepresentation in the proposal form. Specifically, the insurer claimed that the policyholder had answered 'NO' or 'NIL' to questions regarding prior insurance policies, despite having held an additional insurance policy valued at Rs. 9,14,400. The insurer averred that, had they aware about other policy, they would not have issued this policy. The OP contended that this misrepresentation constitutes breach of the duty of utmost good faith, thereby justifying the rejection of the claim under Section 45 of the Insurance Act, 1938. The complainant contended that the insurer's denial of the claim was baseless, improper, and constitutes deficiency in service and unfair trade practices. Being aggrieved, he filed a complaint before the District Forum seeking Rs. 9,00,000 with 10% interest from the date of rejection (29.05.2012), Rs. 25,000 as compensation for mental distress, and Rs. 15,000 for litigation costs.

6. The OP-Insurance company, in its written version before the District Forum, contended that the policyholder breached the principle of utmost good faith by failing to disclose material facts, specifically prior insurance coverage. This omission constitutes a ground for claim rejection under established legal precedent, as referenced the judgments by the Hon'ble National Commission and the Supreme Court, which emphasize the insured's duty to fully disclose material information and sought to dismiss the complaint.

7. The learned District Commission in its Order dated 31.03.2015 allowed the complaint with the following order:-

ORDER

"Complaint filed by the complainant is hereby allowed.

It is hereby ordered to the respondents to pay Rs.9,00,000/- with interest @ 9% to the complainant from the date of repudiation dated 29.05.2012 till the date of payment jointly and severally.

Further, respondent to pay Rs.6,000/- to the complainant for mental agony and shock and Rs.5,000/- cost of litigation." **(Extracted from translated copy)**

8. Being aggrieved by the Order of the District Forum, both OPs i.e. IDBI Federal Life Insurance Co. Ltd. filed Appeals Nos. 1072 and 1015 of 2015 and the learned State Commission vide Order dated 29.07.2020 modified and reduced the 50% of the claim and interest from 9% to 7% awarded by the District Forum with following order:-

"15 Considering all such aspects Commission do not consider it proper to repudiate claim based on the details mentioned in proposal form. But, it is appearing upon perusing facts mentioned by the insurance company that complainant has not disclosed about inception of insurance policy of another insurance company. Thus, he committed breach of conditions of insurance policies. But, this Commission is also of the view that insurance company had to verify such fact at the time of issuance of policy. Thus, insurance company has accepted premium from the complainant and issued insurance policy but, complainant has committed breach of conditions and considering such aspects, Hon'ble Commission is of the view that it would be justified and proper to grant 50% of insurance claim amount @ 7% interest to the complainant.

16 Following final order is passed considering above discussion.

1. Appeal is partly allowed.

2. Order passed by the Ld. Consumer Dispute Redressal Forum, Ahmedabad in Complaint No. 814/13 is modified. Respondent-Insurance Company has to pay Rs.4,50,000/- (Rs. Four Lakhs Fifty Thousand only) to the complainant @ 7% interest from 29.05.2012 till the date of payment.

3. Order passed by the Ld. Forum pursuant to mental agony and cost is not modified in any manner.

4. To pay all above amount within 60 days from date of order.

5. No order as to cost.

6. Registry of the Commission is hereby directed to properly verify amount deposited by the appellant if any and to prepare account payee cheque in the name of appellant along with interest whatever is credited on deposited amount and to provide cheque to the Ld. Advocate for the appellant and to obtain authentic acknowledgement pursuant to receiving cheque."

(Extracted from translated copy)

9. Being dissatisfied with the order dated 29.07.2020, the OPs-IDBI Federal Life Insurance Co Ltd filed RP No. 998 & 1023 of 2020 and Complainant Lakkha Panjabi filed 427 & 428 of 2021.

10. In his arguments, the learned Counsel for the OPs - IDBI Insurance Company reiterated the grounds of Revision Petition which were filed by them and defence taken in the written version filed before the District Forum. He argued that the insurance company denied the claim on 29.05.2012, citing misrepresentation in the proposal form. Specifically, the insurer claimed that the policyholder had answered 'NO' or 'NIL' to questions regarding prior insurance policies, despite having held an additional insurance policy valued at Rs.9,14,400. The insurer argued that, had they known about the other policy, they would not have issued this policy. The insurance company contended that this misrepresentation constitutes a breach of the duty of utmost good faith, thereby justifying their rejection of the claim under Section 45 of the Insurance Act, 1938. He sought to allow the complaint and set aside the impugned orders passed by the Fora below. He relied upon the following judgments:

i. Narendra Vs. Life Corporation of India & Ors., 2024 SCC Online NCDRC 53;

ii. Rajeev Sharma vs. Life Insurance Corporation of India, RP No.1469 of 2016, decided on 09.02.2024 by the NCDRC;

iii. Surinder Kaur vs. HDFC Life Insurance Co. Ltd. and Ors., MANU/CF/0753/2023;

iv. Life Insurance Corporation of India and Ors. Vs. Illa Rajaiah, MANU/CF/0768/2023;

v. Gurpreet Kaur vs. Life Insurance Corporation, MANU/CF/0788/2020;

vi. ICICI Prudential Life Insurance Co. Ltd. vs. Lalita Jain, MANU/CF/0232/2015;

vii. V.K. Srinivasa Setty vs. Premier Life and General Ins. Co. Ltd., MANU/KA/0032/1958;

viii. Vinita Sethi vs. ICICI Prudential Life Insurance Company Ltd. and Ors., MANU/CF/0319/2020;

ix. Newshole Brothers v. Road Transport and General Ins. Co. Ltd. (1929) 2 K.B. 356;

x. Pramod Poddar vs. Birla Sun Life Insurance Co., MANU/CF/0112/2020;

xi. Reliance Life Insurance Co. Ltd. & Anr. V. Rekhaben Nareshbhai Rathod, Civil Appeal no.4621 of 2019 decided on 24.04.2019, II (2019) CPJ 53 (SC).

11. On the other hand, the learned Counsel for the Complainant-Lakhha K. Panjabi reiterated the grounds of Revision Petition filed by him and facts narrated in the Complaint filed before the District Forum. He argued that learned State Commission erred in modifying the order of the District Forum and reduced the 50% claim of the sum assured and interest.

He sought to allow the Revision Petitions filed by him and set aside the order of the State Commission and upheld the order of the District Forum. He relied upon the judgment of the Hon'ble Supreme Court in the case of *Manmohan Nanda vs. United India Insurance Co. Ltd. & Anr., I (2022) CPJ 20 (SC).*

12. I have examined the pleadings and associated documents placed on record, including the orders of both the fora and rendered thoughtful consideration to the arguments advanced by the learned Counsel for both the parties.

13. The main issue to be determined is whether there is any deficiency in service or unfair trade practice by the OPs in repudiating the claim of the complainant on the ground of non-stating the details of other policies obtained by the deceased life assured from the other Insurance Company in the proposal form.

14. The Complainant sought Rs.9,00,000 with interest and additional compensation due to perceived unfair claim rejection. On the other hand, the Insurance Company repudiated the claim of the complainant due to alleged misrepresentation of material facts by the insured, justifying claim denial as per contract terms and relevant case law on utmost good faith.

15. With regard to the said issue, the Hon'ble Supreme Court in the case of *Mahakali Sujatha vs. The Branch Manager, Future Generali India Life Insurance Company Ltd. & Anr., Civil Appeal No.3821 of 2024, decided on 10.04.2024* has held as under:

"40. Insofar as the Query 6.1 is concerned, it is noted that the same is not clear and it is not known in what context the details of the insured were sought with regard to any existing life insurance policy. On a reading of Query 6.1 holistically, it is also not clear regarding the nature of information that was sought by the respondent insurance company as discussed above. The answer given by the insured to the Query 6.1 was thus in the negative. In this backdrop, can it be said that there was a suppression of material fact by the insured in the proposal form. In this context, it is necessary to place reliance on the contra proferentem rule. This Court in the case of Manmohan Nanda, discussed the rule of contra proferentem as under:

"45. The contra proferentem rule has an ancient genesis. When words are to be construed, resulting in two alternative interpretations then, the interpretation which is against the person using or drafting the words or expressions which have given rise to the difficulty in construction, applies. This rule is often invoked while interpreting standard form contracts. Such contracts heavily comprise of forms with printed terms which are invariably used for the same kind of contracts. Also, such contracts are harshly worded against individuals and not read and understood most often, resulting in grave legal implications. When such standard form contracts ordinarily contain exception clauses, they are invariably construed contra proferentem rule against the person who has drafted the same.

46. Some of the judgments which have considered the contra proferentem rule are referred to as under:

46.1. In General Assurance Society Ltd. v. Chandumull Jain, AIR 1966 SC 1644, it was held that where there is an ambiguity in the contract of insurance or doubt, it has to be construed contra proferentem against the insurance company.

46.2. In DDA v. Durga Chand Kaushish, AIR 1973 SC 2609, it was observed:

"In construing document one must have regard, not to the presumed intention of the parties, but to the meaning of the words they have used. If two interpretations of the document are possible, the one which would give effect and meaning to all its parts should be adopted and for the purpose, the words creating uncertainty in the document can be ignored."

46.3. Further, in Central Bank of India Ltd. v. Hartford Fire Insurance Co. Ltd., AIR 1965 SC 1288, it was held:

"11. … what is called the contra proferentem rule should be applied and as the policy was in a standard form contract prepared by the insurer alone, it should be interpreted in a way that would be favourable to the assured."

46.4. In Sahebzada Mohammad Kamgarh Shah v. Jagdish Chandra Deo Dhabal Deb, AIR 1960 SC 953, it was observed that where there is an ambiguity it is the duty of the court to look at all the parts of the document to ascertain what was really intended by the parties. But even here the rule has to be borne in mind that the document being the grantor's document it has to be interpreted strictly against him and in favour of the grantee.

46.5. In United India Insurance Co. Ltd. v. Orient Treasures (P) Ltd., (2016) 3 SCC 49 , this Court quoted Halsbury's Laws of England (5th Edn. Vol. 60, Para 105) on the contra proferentem rule as under:

"37. … Contra proferentem rule.—Where there is ambiguity in the policy the court will apply the contra proferentem rule. Where a policy is produced by the insurers, it is their business to see that precision and clarity are attained and, if they fail to do so, the ambiguity will be resolved by adopting the construction favourable to the insured. Similarly, as regards language which emanates from the insured, such as the language used in answer to questions in the proposal or in a slip, a construction favourable to the insurers will prevail if the insured has created any ambiguity. This rule, however, only becomes operative where the words are truly ambiguous; it is a rule for resolving ambiguity and it cannot be invoked with a view to creating a doubt. Therefore, where the words used are free from ambiguity in the sense that, fairly and reasonably construed, they admit of only one meaning, the rule has no application."

46.6. The learned counsel for the appellant have relied upon Sushilaben Indravadan Gandhi v. New India Assurance Co. Ltd., (2021) 7 SCC 151, wherein it was observed that any exemption of liability clause in an insurance contract must be construed, in case of ambiguity, contra proferentem against the insurer. In the said case reliance was placed on Export Credit Guarantee Corpn. (India) Ltd. v. Garg Sons International, (2014) 1 SCC 686, wherein this Court held as under :

"39. … 11. The insured cannot claim anything more than what is covered by the insurance policy. "The terms of the contract have to be construed strictly, without altering the nature of the contract as the same may affect the interests of the parties adversely." The clauses of an insurance policy have to be read as they are. Consequently, the terms of the insurance policy, that fix the responsibility of the Insurance Company must also be read strictly. The contract must be read as a whole and every attempt should be made to harmonise the terms thereof, keeping in mind that the rule of contra proferentem does not apply in case of commercial contract, for the reason that a clause in a commercial contract is bilateral and has mutually been agreed upon."

Having regard to the aforesaid discussion on contra proferentem rule, it is noted that the Queries 6.1 and 6.2 are not clear in themselves as we have discussed the same above. Therefore, the answer given by the deceased cannot be taken in a manner so as to negate the benefit of the policy by repudiation of the same on the demise of the insured.

41. At this stage, we may also dilate on the aspect of burden of proof. Though the proceedings before the Consumer Fora are in the nature of a summary proceeding. Yet the elementary principles of burden of proof and onus of proof would apply. This is relevant for the reason that no corroborative evidence to what has been deposed in the affidavit is let in by the insurance company in order to establish a valid repudiation of the claim in the instant case. Section 101 of the Evidence Act, 1872 states that whoever desires any Court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist. When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person. This Section clearly states that the burden of proving a fact rests on the party who substantially asserts the affirmative of the issue and not upon the party who denies it; for a negative is usually incapable of proof. Simply put, it is easier to prove an affirmative than a negative. In other words, the burden of proving a fact always lies upon the person who asserts the same. Until such burden is discharged, the other party is not required to be called upon to prove his case. The court has to examine as to whether the person upon whom burden lies has been able to discharge his burden. Further, things which are admitted need not be proved. Whether the burden of proof has been discharged by a party to the lis or not would depend upon the facts and circumstances of the case. The party on whom the burden lies has to stand on his own and he cannot take advantage of the weakness or omissions of the opposite party. Thus, the burden of proving a claim or defence is on the party who asserts it.

42. Section 102 of the Evidence Act, 1872 provides a test regarding on whom the burden of proof would lie, namely, that the burden lies on the person who would fail if no evidence were given on either side. Whenever the law places a burden of proof upon a party, a presumption operates against it. Hence, burden of proof and presumptions have to be considered together. There are however exceptions to the general rule as to the burden of proof as enunciated in Sections 101 and 102 of the Evidence Act, 1872, i.e., in the context of the burden of adducing evidence: (i) when a rebuttable presumption of law exists in favour of a party, the onus is on the other side to rebut it; (ii) when any fact is especially within the knowledge of any person, the burden of proving it is on him (Section 106). In some cases, the burden of proof is cast by statute on particular parties (Sections 103 and 105).

43. There is an essential distinction between burden of proof and onus of proof; burden of proof lies upon a person who has to prove the fact and which never shifts but onus of proof shifts. Such a shifting of onus is a continuous process in the evaluation of evidence. For instance, in a suit for possession based on the title, once the plaintiff has been able to create a high degree of probability so as to shift the onus on the defendant, it is for the defendant to discharge his onus and in the absence thereof, the burden of proof lying on the plaintiff shall be held to have been discharged so as to amount to proof of the plaintiff's title vide RVE Venkatachala Gounder vs. Arulmigu Viswesaraswami and VP Temple, (2003) 8 SCC 752.

44. In a claim against the insurance company for compensation, where the appellants in the said case had discharged the initial burden regarding destruction, damage of the showroom and the stocks therein by fire and riot in support of the claim under the insurance policy, it was for the insurance company to disprove such claim with evidence, if any, vide Shobika Attire vs. New India Assurance Co. Ltd., (2006) 8 SCC 35.

45. Section 103 of the Evidence Act, 1872 states that the burden of proof as to any particular fact lies on that person who wishes the Court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person. This Section enlarges the scope of the general rule in Section 101 that the burden of proof lies on the person who asserts the affirmative of the issue. Further, Section 104 of the said Act states that the burden of proving any fact necessary to be proved in order to enable any person to give evidence of any other fact is on the person who wishes to give such evidence. The import of this Section is that the person who is legally entitled to give evidence has the burden to render such evidence. In other words, it is incumbent on each party to discharge the burden of proof, which rests upon him. In the context of insurance contracts, the burden is on the insurer to prove the allegation of non-disclosure of a material fact and that the non-disclosure was fraudulent. Thus, the burden of proving the fact, which excludes the liability of the insurer to pay compensation, lies on the insurer alone and no one else.

46. Section 106 of the Evidence Act, 1872 states that when any fact is especially within the knowledge of any person, the burden of proving that fact is upon him. This Section applies

only to parties to the suit or proceeding. It cannot apply when the fact is such as to be capable of being known also by persons other than the parties. (Source: Sarkar, Law of Evidence, 20th Edition, Volume-2, LexisNexis)

47. In light of the aforesaid discussion on burden of proof, it has to be analysed if the respondent in the present case has adequately discharged his burden of proof about the fact of suppression of previous life insurance policies of the insured.

48. The respondent insurance company has produced no documentary evidence whatsoever before the District Forum to prove its allegation that the insured had taken multiple insurance policies from different companies and had suppressed the same. The District Forum had therefore concluded that there was no documentary evidence to show that the deceased-life insured had taken various insurance policies except an averment and on that basis the repudiation was held to be wrong. Before the State Commission, the respondent had provided a tabulation of the 15 different policies taken by the insured-deceased, amounting to Rs.71,27,702/-. The same has been extracted above. However, the said tabulation was not supported by any other documentary evidence, like the policy documents of these other policies, or pleadings in courts, or such other corroborative evidence. The respondent sought to mark a bunch of documents before the State Commission, which related to the policy papers of the insured with another insurer, i.e., Kotak Life Insurance. However, the respondent was not granted permission by the State Commission, as the said documents were neither original, nor certified, nor authenticated. Apart from this, there was no effort made by the respondent to bring any authenticated material on record. Thus, in the absence of any evidence to prove that the insured-deceased possessed some insurance policies from other insurance companies, the State Commission upheld the decision of the District Forum in setting aside the repudiation of the claim by the respondent.

49. Before the NCDRC, the respondent again provided the aforesaid tabulation of policies of the insured-deceased. The respondents in their affidavit stated that the insured-deceased had taken multiple insurance policies before taking the policy from them. The NCDRC however accepted the averment of the respondents, without demanding corroborative documentary evidence in support of the said fact. The NCDRC, on the contrary, also held that the fact about multiple policies was not dealt with by the appellant in her complaint or evidence affidavit and this therefore proved that the insured had indeed taken the policies from multiple companies as claimed by the respondents.

50. The aforesaid approach adopted by the NCDRC is, in our view, not correct. The cardinal principle of burden of proof in the law of evidence is that "he who asserts must prove", which means that if the respondents herein had asserted that the insured had already taken fifteen more policies, then it was incumbent on them to prove this fact by leading necessary evidence. The onus cannot be shifted on the appellant to deal with issues that have merely been alleged by the respondents, without producing any evidence to support that allegation.

The respondents have merely provided a tabulation of information about the other policies held by the insured-deceased. The said tabulation also has missing information with respect to policy numbers and issuing dates and bears different dates of births. Further, this information hasn't been supported with any other documents to prove the averment in accordance with law. No officer of any other insurance company was examined to corroborate the table of policies said to have been taken by the deceased policy holder, father of the appellant herein. Moreover, the table produced is incomplete and contradictory as far as the date of birth of the insured is concerned. Therefore, in our view, the NCDRC could not have relied upon the said tabulation and put the onus on the appellant to deal with that issue in her complaint and thereby considered the said averment as proved or proceeded to prove the stance of the opposite party. A fact has to be duly proved as per the Evidence Act, 1872 and the burden to prove a fact rests upon the person asserting such a fact. Without adequate evidence to prove the fact of previous policies, it was incorrect to expect the appellant to deal with the said fact herself in the complaint or the evidence affidavit, since as per the appellant, there did not exist any previous policy and thus, the onus couldn't have been put on the appellant to prove what was non-existent according to the appellant.

51. The respondents, vide their counter affidavit before this court, have sought to produce some documents to substantiate their claim of other existing insurance policies of the insureddeceased, but the same cannot be permitted to be exhibited at this stage, that too, in an appeal filed by the complainant who is the beneficiary under the policies in question. Any documentary evidence sought to be relied upon by the respondent ought to have been led before the District Forum but the same was not done. It was before the District Forum that the evidence was led and examined and at that stage, the respondent did not take adequate steps to lead any oral or documentary evidence to prove their assertion. Their attempt to annex documents in support of their claim before the State Commission was also declined due to the presentation of unauthenticated documents. Therefore, it can be safely concluded that the respondents have failed to adequately prove the fact that the insured-deceased had fraudulently suppressed the information about the existing policies with other insurance companies while entering into the insurance contracts with the respondents herein in the present case. Therefore, the repudiation of the policy was without any basis or justification.

52. Moreover, we have also held on the facts of this case having regard to the nature of queries in Query Nos.6.1 and 6.2, there was no suppression of any material fact as per our earlier discussion based on the contra proferentem rule.

53. In light of the above discussion, the impugned order dated 22.07.2019 passed by the NCDRC in Revision Petition No.1268 of 2019 is set aside. The respondent company is directed to make the payment of the insurance claim under both the policies to the appellant, amounting to Rs. 7,50,000/- and Rs. 9,60,000/-, with interest at the rate of 7% per annum from the date of filing the complaint, till the actual realisation.

54. The appeal stands allowed in the aforesaid terms."

16. In the present case, the claim rejection was based solely on uncorroborated allegations of non-disclosure cannot be sustained, without adequate evidence to substantiate the claim that the insured had multiple policies not disclosed at the time of taking the policy. The insurer failed to meet the required burden of proof under the applicable rules and precedents. In applying principles from Mahakali Sujatha's case, it becomes clear that any ambiguity in policy documents, especially those regarding disclosure requirements, must be interpreted contra proferentem, favouring the insured. Therefore, as the insurer neither clarified the specifics of required disclosures nor substantiated its claim with proper evidence, the repudiation of the insurance claim cannot stand. On the examination of evidence, application of the contra proferentem rule, and absence of proof from the insurer, I find that the insured did not breach any duty of disclosure in a manner that would justify repudiation of the claim.

17. Therefore, the Revision Petitions No. 998 & 1023 of 2020 filed by the OPs - IDBI Federal Life Insurance Co. Ltd. are dismissed and the Revision Petitions No. 427 & 428 of 2021 filed by the Complainant - Lakkha K. Panjabi are allowed and modified the orders passed by the learned lower fora below to the extent that the OPs-IDBI Federal Life Insurance Company Ltd. is directed to pay the sum assured Rs.9,00,000/- and Rs.8,00,000/- in respect of the insurance policies in question respectively along with an interest @ 7% per annum from the date of filing of the complaints before the District Forum till realization, within two months from the date of this order. In the event of default, the interest applicable shall be @ 10% per annum for the entire period. The compensation awarded towards mental agony is set aside. This is because, compensation in the form of interest element of 7% is already granted and multiple compensations are inadmissible for the same cause of action.

18. All other pending Applications, if any, stand disposed of.