

---

**(1997) 09 NCDRC CK 0047**

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION**

**Case No:** None

Life Insurance  
Corporation of India

APPELLANT

Vs

JOKHAM LAL

RESPONDENT

---

**Date of Decision:** Sept. 29, 1997

**Citation:** 1998 1 CPJ 62

**Hon'ble Judges:** M.R.Agnihotri , Sushil Paul J.

**Final Decision:** Appeal dismissed

---

**Judgement**

1. LIFE Insurance Corporation has come up in appeal against the order dated 12th December, 1995 passed by learned District Forum, Ambala, whereby the claim made by Shri Jokham Lal for the payment of a sum of Rs. 25,000/- as the sum insured alongwith interest @ 15% w.e f. 1st April, 1994 has been allowed.

2. ACCORDING to the complainant, his father Ram Dyal was insured with the Life Insurance Corporation for a sum of Rs. 25,000/- with accident benefit, on 15th March, 1993. About five months thereafter the insured Ram Dyal died in a railway accident at Mohri Railway Station on 26th August, 1993. Since the insurance policy was in full operation at the time of death and even the second premium had also been paid on 24th August, 1993 the complainant being the nominee of his father claimed the payment of the insured amount. Since the complainant was claiming Rs. 26,675/- on account of death claim as it was a double benefit policy and the Life Insurance Corporation did not agree to release the amount, the complainant approached the District Forum for the redressal of his grievance. In their written reply the L.I.C. pleaded that the complainant was not entitled to accidental benefits as the policy was not in full force at the time of accident and

had already lapsed. The complainant produced his evidence and after appreciating the same the learned District Forum came to the conclusion that since the second premium had been paid with penal interest on 24th August, 1993 and the insured died on 25th August, 1993 the complainant was entitled to the full claim under the terms of the policy.

In the appeal before us, learned Counsel for the L.I.C. has vehemently pleaded that as the policy had already lapsed on 15th July, 1993 and on 24th August, 1993 it had not revived for the purposes of double claim, the complainant was entitled only to one of the two benefits. Learned District Forum rejecting the contention of LIC allowed the complaint by directing LIC to pay Rs. 25,000 /- with interest @ 15% w.e.f. 1st April, 1994 till its payment.

In the appeal before us, learned Counsel for LIC has reiterated the stand taken by the LIC before the District Forum and has vehemently contended that the complainant was not entitled to the double benefit. On the other hand, learned Counsel for the respondent has pleaded that the death having taken place later on, the policy was still in operation and had not lapsed. After hearing the learned Counsel for the parties and having gone through the record we are satisfied that there is no legal infirmity in the view taken by the learned District Forum and the order being a well-reasoned and detailed one deserves to be upheld. The insurance policy being a double benefit one either the claimant will be entitled to both the claims i.e. on account of death as well as the accident or to none. The plea taken by the LIC that it stood revived by paying the premium two days before the death only for the purposes of one benefit and not for the other is not legally tenable. Under the circumstances, we do not agree with the learned Counsel for the appellant-LIC and dismiss the appeal. The order passed by the learned District Forum, Ambala stands upheld. However, there shall be no order as to costs. Appeal dismissed.

---