

ITEM NO.108

COURT NO. 4

SECTION XIV

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

CIVIL APPEAL No(s) . 3989 OF 2010

MADHAVACHARYA

Appellant(s)

VERSUS

RELIANCE LIFE INS.CO.LTD. AND ANR.

Respondent(s)

Date : 21/06/2017 The Appeal was called on hearing today.

CORAM :

HON'BLE DR. JUSTICE D.Y. CHANDRACHUD
HON'BLE MR. JUSTICE SANJAY KISHAN KAUL
(VACATION BENCH)

For the Appellant: Mr. C.M. Angadi, Adv.
Mr. Rameshwar Prasad Goyal, Adv.

For the Respondent:

UPON hearing the counsel the Court made the following
O R D E R

The appeal is dismissed in terms of the signed
order.

(NEELAM GULATI)
COURT MASTER

(ASHA SONI)
COURT MASTER

(Signed order is placed on the file)

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No(s). 3989 OF 2010

MADHAVACHARYA

Appellant(s)

VERSUS

RELIANCE LIFE INS.CO.LTD. AND ANR.

Respondent(s)

O R D E R

The appellant subscribed to a Life Insurance Policy on 12 January, 2006 of Reliance Life Insurance Co. Ltd. The Policy contained a Critical Illness cover. The cover was in the following terms:

"Critical Illness Rider:

Sudden onset of a major illness causes worries and heavy expenses. Our optional Critical Conditions Covers helps provide financial relief in such cases. It pays you the Sum Assured upfront in respect of ten major illnesses.

- (a) Cancer
- (b) Coronary Artery Bypass Surgery
- (c) Heart Attack
- (d) Stroke
- (e) Kidney Failure
- (f) Aorta Surgery
- (g) Coma
- (h) Heart valve Replacement

- (i) Major Organ Transplant
- (j) Paralysis

The benefit can be availed only once against any one of the illness and the company will not pay the claim if it arises from deliberate self-injury or attempted suicide by the Life Assured, whether sane or insane. This benefit will only be given if the diseases are confirmed by a Consultant Physician."

The appellant had to undergo a surgical procedure for an intestinal obstruction and filed a claim under the Policy. The Insurer having repudiated the claim, the appellant instituted proceedings before the District Consumer Disputes Redressal Forum, Dharwad. The Forum by an order dated 30 September, 2008 allowed the claim in the amount of Rs.1,00,000/- (Rupees one lakh only) together with interest at 8% p.a. payable by the Insurer. The order of the Forum was confirmed in appeal by the Karnataka State Consumer Disputes Redressal Commission, Bangalore by an order dated 3 December, 2008. However, the National Consumer Disputes Redressal Commission, New Delhi allowed the Revision Petition filed by the Insurer by the impugned order dated 02 February, 2010.

The clause of the Insurance Policy providing a Critical Illness Rider covered ten specified major illnesses. The illness in respect of which the appellant had to undergo surgery was not covered by any of the above-mentioned illnesses set out in Clauses (a) to (j) of the Critical Illness Rider. Hence, the National Commission was not in error in the view it has taken on the merits of the claim. For this reason, we find no merit in the appeal. The appeal is accordingly dismissed. No costs.

.....J.
(D.Y. CHANDRACHUD)

.....J.
(SANJAY KISHAN KAUL)

NEW DELHI;
JUNE 21, 2017