

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/44/CC/190/2025**

SHANTI DEVI

PERMANENT ADDRESS - 791 SEC 43 ACHANDIGARH , CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

DIVISIONAL MANAGER LIFE INSURANCE CORPORATION OF INDIA

PERMANENT ADDRESS - JEEVAN PARKASH BUILDING 1ST FLOOR SECTOR 17 B

CHANDIGARH , CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

HON'BLE PAWANJIT SINGH , PRESIDENT

HON'BLE MR. S.K. SARDANA , MEMBER

FOR THE COMPLAINANT:

MRS. VERTIKA H SINGH (Advocate)

DATED: 04/05/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/190/2025
Date of Institution	:	30/04/2025
Date of Decision	:	04/05/2026

Shanti Devi w/o Sh.Rajinder Parsad r/o H.No.791, Sector 43A,
Chandigarh-160022 (Email: lalitbansalchd@yahoo.com)

...Complainant

Versus

1. Divisional Manager, Life Insurance Corporation of India, Jeevan
Prakash Building, 1st Floor, Sector 17-B, Chandigarh-160017.
(Email ID: co complaints@licindia.com)

2. Manager (Claims), Life Insurance Corporation of India, Jeevan
Prakash Building, 1st Floor, Sector 17-B, Chandigarh-160017.
(Email ID: co complaints@licindia.com)

3. Chief Manager, Life Insurance Corporation of India, Branch Office,
SCO 46-47, Phase-2, Mohali-160055.
(Email ID: co complaints@licindia.com)

...Opposite Parties

CORAM : **SHRI PAWANJIT SINGH** **PRESIDENT**

 SHRI SURESH KUMAR SARDANA **MEMBER**

ARGUED BY : Ms.Vertika H.Singh, Advocate for complainant

 : Sh.Pyush Sharma, Advocate for OPs.

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by complainant

against the Opposite Parties (hereinafter referred to as the 'OPs').

The

brief facts of the case are as under :-

- (a) It transpires from the averments as projected in the consumer complaint that the complainant took LIC's Jeevan Saral Policy (with profits) No.164524677 (hereinafter referred to as the 'subject policy') for the term of 15 years from the OPs with date of commencement as 28.03.2010 and the date of maturity as 28.03.2025 by paying the yearly premium of Rs.18,015/-. The complainant made timely and regular payments for 15 years and on maturity, the sum assured of Rs.3,75,000/- was to be paid by the OPs. A copy of policy is Annexure C-1. On the maturity date i.e. 28.03.2025, the OPs paid Rs.2,71,503/- to the complainant through NEFT instead of the sum assured of Rs.3,75,000/-. A copy of HDFC Bank account statement dated 31.03.2025 of the complainant is Annexure C-2. On 01.04.2025, the complainant immediately approached the OPs to clarify the reason behind deficit payment against the sum assured and the OPs gave the details of the payment made vide letter dated 23.01.2025 (Annexure C-3) whereby it was mentioned that the basic amount of the payment was Rs.1,78,035/- and interim bonus of Rs.93,468/- was given over and above the basic amount, totaling Rs.2,71,503/-. The OPs

could not give any valid reason for not making the payment of maturity sum assured of Rs.3,75,000/-. It is averred that the complainant had paid a premium of Rs. 18,015/- for fifteen years i.e. $18015 \times 15 = \text{Rs.}2,70,225/-$ and the OPs have paid the basic maturity amount of Rs.1,78,035/- alongwith interim bonus of Rs.93,468/- totaling to Rs.2,71,503/- only whereas it was clearly mentioned under the heading 'Maturity Benefit that "in the event of Life Assured surviving the date of Maturity a sum equal to maturity sum assured in four after partial surrenders, if any, alongwith corresponding loyalty addition, if any, shall be payable" and accordingly the complainant was entitled for the maturity sum assured of Rs. 3,75,000/- + Interim Bonus of Rs.93,468/- which is equal to Rs.4,68,468/- The OPs have calculated the Interim Bonus on Rs.1,78,035/- which should have been actually calculated on Rs.3,75,000/-.

The OPs have apparently committed unfair trade practice by deviating from the terms and conditions of the policy and arbitrarily siphoning off the hard earned money of the complainant. In this manner, the aforesaid act amounts to deficiency in service and unfair trade practice on the part of OPs. OPs were requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

(b) OPs resisted the consumer complaint and filed their written version, inter alia, taking preliminary objections of maintainability, cause of action, abuse of process of law and concealment of material facts. On merits, the OPs have admitted the contents with regard to Policy No.164524677, date of commencement, date of maturity, mode of premium and premium amount. It is denied that the sum assured under the policy was Rs.3,75,000/-. It is alleged that under the policy, the maturity sum assured was Rs.1,78,035/- and death benefit sum Assured was Rs.3,75,000/- and the said figures are categorically mentioned in the policy bond (Annexure A-2) issued at the first instance. The complainant had purchased the policy at the age of 52 years. It is alleged that the complainant has executed her affidavit dated 27.06.2011 (Annexure OP-1) stating that the policy bond has been lost/misplaced. The OPs have already released the payable benefit i.e. Rs.2,71,503/- (Rs. 1,78,035/- as maturity + Rs.93,468/- as loyalty) under the terms and conditions of the policy after receiving claim papers. The additional loyalty is payable @ Rs. 525 x per Rs.1000/- maturity sum assured. It is further stated that the mortality table applied by LIC in Jeevan Saral plan is also the one which was prescribed by IAI only.

On merits, the facts as stated in the preliminary objections have been re-iterated. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.

- (c) Despite grant of numerous opportunities, no rejoinder was filed by the complainant to rebut the stand of the OPs.

2. In order to prove their respective claims, the parties have tendered/proved their evidence by way of respective affidavits and supporting documents.

3. We have heard the learned Counsel for the parties and also gone through the file carefully, including the written arguments.

- (i) At the very outset, it may be observed that when it is an admitted case of the parties that the complainant had purchased the LIC's Jeevan Saral Policy for the term of 15 years from the OPs with date of commencement as 28.03.2010 and the date of maturity as 28.03.2025, by paying the annual premium of Rs.18,015/-, as is also evident from the copy of Annexure C-1 relied upon by the complainant and Annexure OP-2 having been relied upon by the OPs and on the maturity of the subject policy, an amount of Rs.2,71,503/- (i.e. Rs.1,78,035/- as maturity amount + Rs. 93,468/-loyalty) has already been

released in favour of the complainant by the OPs, the case is reduced to a narrow compass as it is to be determined if the subject policy was for maturity sum assured of Rs.3,75,000/ and the OPs have wrongly disbursed an amount of Rs.1,78,000/- as maturity amount and the complainant is entitled for the remaining amount of Rs.1,96,965/- along with interest and the complainant is entitled to the reliefs prayed for in the consumer complaint, as is the case of the complainant, or if the maturity amount as per the policy payable is Rs.1,78,035/- and the OPs have already released the maturity amount along with the loyalty in favour of the complainant and the complaint of the complainant, being false and frivolous, is liable to be dismissed, as is the defence of the OPs.

- (ii) In the back drop of the foregoing admitted and disputed facts on record, one thing is clear that the entire case of the parties is revolving around the policies relied upon by both the parties i.e. Annexure C-1 and Annexure OP-2 and for that purpose the same are required to be scanned carefully to determine the real controversy between the parties.
- (iii) Annexure C-1 i.e. copy of the policy admittedly been issued to the complainant by the OPs when she approached the OPs for the copy of the same on the ground that she had lost the

original policy by submitting the query form/affidavit (Annexure A-1) clearly indicates that the maturity sum assured/death benefit sum assured under main plan and accident benefit sum assured was Rs.3,75,000/- and the relevant portion of the same is extracted as under:-

- (iv) Perusal of the policy (Annexure A-2) having being relied upon by the OPs clearly indicates that certain additions with respect of the maturity sum assured as well as in block of “Branch Office” which do not appears in Annexure C-1 having been admittedly issued by the OPs from the original policy. The said additions clearly indicate that an amount of Rs.1,78,035/- has been shown as maturity sum assured which does not figure in Annexure C-1 and the relevant extract of the policy (Annexure A-2) relied upon by the OPs is extracted as under:-
- (v) The learned Counsel for the complainant contended with vehemence that as it stands proved on record that the complainant had paid the premium of Rs.18,015/- annually for 15 years as per the terms and conditions of the policy and the maturity sum assured was Rs.3.75 lakhs as per the policy (Annexure C-1) and instead of refunding the aforesaid maturity sum assured, the OPs had wrongly disbursed Rs.1,78,035/- with an interim bonus of Rs.93,468/-, the aforesaid act of the OPs

amounts to deficiency in service and unfair trade practice on their part and the complainant is entitled to the reliefs as prayed for.

(vi) On the other hand, the learned Counsel for the OPs submitted that as it stands proved on record that the maturity sum assured was only Rs.1,78,035/- and the OPs have released the payable benefit i.e. Rs.2,71,503/- (Rs.1,78,035/- as maturity + Rs.93,468/- as loyalty) under the terms and conditions of the policy to the complainant and therefore, there is no deficiency in service and unfair trade practice on the part of the OPs, the complainant is not entitled for any relief as prayed for and the complaint of the complainant is liable to be dismissed.

(vii) There is no force in the submissions of the learned Counsel of the OPs as it stands proved on record that subject policy (Annexure C-1) which was issued by the OPs in the year 2011 , on receiving the query form/affidavit from the complainant, the maturity sum assured of Rs.3,75,000/- has been incorporated whereas while producing the copy of the policy (Annexure A-2) during the pendency of the complaint by the OPs, an amount of Rs.1,78,035/- has been reflected as maturity sum assured, by making additions and thus, it is clear that Annexure A-2 has no evidential value especially when the policy document i.e. the

copy of the subject policy (Annexure C-1) was also prepared and issued by the OPs to the complainant. Not only this, it is also evident from the maturity benefit clause that the OPs have also agreed to pay the maturity sum assured along with the corresponding loyalty additions. Thus, it is safe to hold that the OPs have agreed to pay the maturity sum assured to the complainant along with other loyalty benefits etc. and interest etc.

- (viii) In view of the aforesaid discussion, it is safe to hold that the complainant has partly proved the cause of action set up in the consumer complaint and the present consumer complaint deserves to succeed.

4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OPs are directed as under :-

- (i) to pay balance maturity sum assured of Rs.1,96,965/- (i.e. Rs.375000/- minus Rs.1,78,035/-) along with loyalty benefits on the said amount, to the complainant alongwith interest @ 9% per annum (simple) from the date of maturity onwards
- (ii) to pay ₹10,000/- to the complainant as compensation for causing mental agony and harassment;

(iii) to pay ₹10,000/- to the complainant as costs of litigation.

5. This order be complied with by the OPs within a period of 45 days from the date of receipt of certified copy thereof, failing which the amount(s) mentioned at Sr.No.(i) & (ii) above shall carry penal interest @ 12% per annum (simple) from the date of expiry of said period of 45 days, instead of 9% [mentioned at Sr.No.(i)], till realisation, over and above payment of litigation expenses.

6. Pending miscellaneous application(s), if any, also stands disposed off.

7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

04/05/2026

[Pawanjit Singh]

President

[Suresh Kumar Sardana]

Member

.....
PAWANJIT SINGH
PRESIDENT

.....J
S.K. SARDANA
MEMBER