



2026:KER:40266

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE HARISANKAR V. MENON

MONDAY, THE 8<sup>TH</sup> DAY OF JUNE 2026 / 18TH JYAISHTA, 1948

WP(C) NO. 16379 OF 2023

PETITIONER:

UNITED INDIA INSURANCE COMPANY CO. LTD.,  
CWC BUILDING, LMS COMPOUND, PALAYAM,  
THIRUVANANTHAPURAM, PIN - 695033, REPRESENTED  
BY THE REGIONAL MANAGER NISHA MATHEW.

BY ADVS.  
SRI.S.ARUN RAJ  
SMT.C.T.SUJA  
SRI.ARJUN S.RAJ

RESPONDENTS:

- 1 SALPRIYA,  
AGED 47 YEARS, W/O.DECEASED BABU,  
T.C. 4/483, PLAVARATHALA VEEDU,  
KOLLAMKONAM, VILAPPIL, VILAPPILSALA P.O.,  
THIRUVANANTHAPURAM, PIN - 695121.
- 2 NEETHU S. BABU,  
AGED 25 YEARS, D/O. DECEASED BABU,  
T.C. 4/483, PLAVARATHALA VEEDU,  
KOLLAMKONAM, VILAPPIL, VILAPPILSALA P.O.,  
THIRUVANANTHAPURAM, PIN - 695121.
- 3 GEETHU S. BABU,  
AGED 18 YEARS, D/O. DECEASED BABU,  
T.C. 4/483, PLAVARATHALA VEEDU,



KOLLAMKONAM, VILAPPIL, VILAPPILSALA P.O.,  
THIRUVANANTHAPURAM, PIN - 695121.

BY ADVS.

SRI.R.T.PRADEEP

SRI.NIRANJAN T. PRADEEP

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON  
08.06.2026, THE COURT ON THE SAME DAY DELIVERED THE  
FOLLOWING:

**C.R.****J U D G M E N T**

The petitioner, an insurance company, has filed the captioned writ petition, seeking to challenge the award dated 14.09.2022, passed by the Permanent Lok Adalat, Thiruvananthapuram in O.P. No.42 of 2021 (Ext.P7).

2. One Babu was found unconscious on the roadside, on 30.11.2020 and was taken to a hospital in an ambulance. He was also treated at the hospital when he was brought there. However, on 01.12.2020, he passed away. Ext.P5 is the post-mortem certificate dated 02.12.2020. Ext.P6 is the toxicology report with respect to a sample collected on 01.12.2020. In this toxicology report, it is stated that alcohol tested "positive" with respect to the sample taken as above. The deceased had an insurance policy. The legal heirs of the deceased raised a claim with the insurance company, on the basis of Ext.P1 insurance policy, pointing out that the deceased was riding a motorcycle bearing Reg. No. KL-20-D-5674, and while he was riding, he met with an accident and later passed away, and hence compensation requires to be awarded to them. The claim lodged by the legal



heirs is produced along with the writ petition as Ext.P2. The petitioner company filed Ext.P3 written statement. The petitioner also relied on the F.I.R., post-mortem report and the toxicology report to contend that;

- i. the accident was not the cause of death. According to the petitioner, the cause of death was "occlusive coronary artery disease".
- ii. the deceased was under the influence of alcohol.
- iii. therefore, with reference to various clauses under Ext.P1 insurance policy, the legal heirs were not entitled for any claim.

3. The Permanent Lok Adalat considered the issue elaborately. As regards the first issue, the Permanent Lok Adalat referred to the principles laid down by the Apex Court in ***Alka Shukla v. Life Insurance Corporation of India [2019 (2) KLT 3098]***, and found that even as per the post-mortem certificate, the injuries sustained in the accident could have accelerated the death. Therefore, the contention raised was not accepted. As regards the second issue also, with reference to the principles laid down in ***Oriental Insurance Company Ltd., Mattancherry v. Vineetha Nair and Others [2016 (4) KHC 392]***, the same was decided against the petitioner. Ultimately, by Ext.P7 award, the



respondents herein were found entitled to get an amount of Rs.15 lakhs towards compensation. It is seeking to challenge Ext.P7 award that the captioned writ petition has been instituted by the insurance company.

4. Sri.S.Arun Raj, the learned Standing Counsel for the petitioner would contend that;

- i. the death was not on account of any accident but was on account of the reason highlighted in the post-mortem certificate. He would also rely on the F.I.R. to contend that the same does not make any reference to any accident. He further refers to the treatment summary/accident-cum-wound certificate to contend that there is no reference to any accident.
- ii. He would also rely on the toxicology report to contend that, admittedly, the deceased had consumed alcohol and, therefore, the insurance claim was, in any event, not allowable to the legal heirs.

5. *Per contra*, Sri.R.T.Pradeep, the learned counsel for the respondents, would invite the attention of this Court to the detailed consideration made by the Permanent Lok Adalat to state that the death was solely on account of the accident and perhaps the accident would have accelerated the cause of death. As regards the consumption of alcohol, he would point out that, there



is much difference between mere consumption of alcohol and being under the “influence of alcohol”, which is the sole reason which could be highlighted by the insurance company for disallowing the claim.

6. I have considered the rival contentions, as well as the connected records.

7. As rightly contended by the learned counsel for the petitioner, the post-mortem report itself indicates that the injuries sustained in the accident could have accelerated or precipitated the death. The relevant findings in the post-mortem report read as follows;

“Postmortem findings are consistent with death due to occlusive coronary artery disease and injuries could have accelerated or precipitated death”

(underlining supplied)

Thus, the post-mortem report makes reference to the “occlusive coronary artery disease” as the cause of death. However, the observations in the post-mortem report does not end there. If the post-mortem report had only mentioned about this, perhaps the contention raised by Sri.Arun Raj could have been accepted. The post-mortem report, apart from making the afore conclusion, also



adds that "injuries could have accelerated or precipitated death". This requires to be read along with the seven injuries, noticed in the first page of the post-mortem report. The post-mortem report specifically records that the deceased had sustained the said seven injuries in the accident. Furthermore, in the next paragraph, the post-mortem report again states that the brain was congested. When that be so, I find much force in the contention raised by the legal heirs of the deceased that the death was mainly on account of the accident. Merely for the reason that, in the F.I.R., the death was not attributed to an accident, by itself could not be a reason to deny the insurance policy, especially when a detailed post-mortem report has been relied on by the legal heirs in the application filed before the Permanent Lok Adalat.

8. In this connection, this Court notices the judgment of the Apex Court in ***Alka Shukla*** (*supra*), relied on by the Permanent Lok Adalat. In that case, the deceased suffered a heart attack while riding a bike and on account of this, the accident occurred. The Apex Court considered an almost identical clause in the insurance policy and found that there were no bodily injuries on account of the accident and hence the claim cannot be



entertained. However, the Apex Court further held that in order to sustain a claim under an accident benefit cover, the bodily injury must be the direct result of an accident and there must exist a proximate causal relationship between the injury and the accident.

9. Therefore, I am of the opinion that the finding in the award of the Permanent Lok Adalat with respect to the first issue does not require any interference.

10. The second issue arising for consideration, as noticed earlier, is as to whether the petitioner is justified in contending that the deceased was under the "influence of alcohol". This requires to be considered with reference to the clause under Ext.P1, which excludes the benefit of insurance policy only in a situation where the person riding the vehicle is "under the influence of intoxicating liquor or drugs". Here, the afore contention has been raised by Sri.Arun Raj, with reference to the contents of the toxicology report. True, the toxicology report at Ext.P6 makes reference to the existence of "alcohol" in the sample collected on 01.12.2020. However, the question is as to whether merely because the person is said to have consumed alcohol, can it be concluded that he was under the "influence of alcohol". The



Permanent Lok Adalat has considered the afore issue with reference to the principles laid down by a Division Bench of this Court in ***Vineetha Nair*** (*supra*). It has been categorically found by the Division Bench that mere consumption of alcohol is not sufficient to deny a claim and that it should be brought on record that the person was under the influence of alcohol. The afore issue also requires to be considered with reference to the principles laid down by the Apex Court in ***IFFCO Tokio General Insurance Company Ltd. v. Pearl Beverages Ltd. [2021 KHC OnLine 6232]***, wherein also, it was held that a claim in the nature of the one herein requires to be considered with reference to the circumstances of the accident, the evidence regarding consumption of alcohol before or during the travel, the impact of such consumption on the driver, and the very case set up by the parties.

11. In the case at hand, as already noticed, the reference made by the petitioner in the writ petition is only to the toxicology report. There is no evidence on record to show that the deceased was under the influence of alcohol. In such circumstances, the ultimate conclusion made by the Permanent Lok Adalat, with



reference to the principles laid down in **Vineetha Nair** (*supra*) also cannot be faulted.

I find no merit in this writ petition, and the same would stand dismissed.

Sd/-  
**HARISANKAR V. MENON**  
**JUDGE**

anm



APPENDIX OF WP (C) NO. 16379 OF 2023

**PETITIONER'S EXHIBITS**

- Exhibit P1**                    A TRUE COPY OF THE MOTORCYCLE/SCOOTER PACKAGE POLICY FOR THE VEHICLE NO. KL-20-D-5674 ALONG WITH ITS SCHEDULE AND THE TERMS AND CONDITIONS.
- Exhibit P2**                    A TRUE COPY OF ORIGINAL PETITION NO. 42 OF 2021 FILED BEFORE THE PERMANENT LOK ADALATH, THIRUVANANTHAPURAM.
- Exhibit P3**                    A TRUE COPY OF THE WRITTEN STATEMENT FILED BY THE INSURANCE COMPANY.
- Exhibit P4**                    THE FIRST INFORMATION REPORT ALONG WITH THE STATEMENT WHICH IS MARKED AS EXT.A-1 BEFORE THE PLA.
- Exhibit P5**                    THE POSTMORTEM CERTIFICATE WHICH IS MARKED AS EXT A-2 BEFORE THE PLA.
- Exhibit P6**                    THE TOXICOLOGY REPORT ISSUED FROM AMRITA INSTITUTE OF MEDICAL SCIENCE AND RESEARCH CENTRE, KOCHI WHICH IS MARKED AS EXHIBIT B-2 ON THE SIDE OF THE INSURANCE COMPANY.
- Exhibit P7**                    A TRUE COPY OF THE AWARD DATED 14/09/2022 PASSED BY THE PERMANENT LOK ADALATH, THIRUVANANTHAPURAM IN O.P. NO. 42 OF 2021.
- Exhibit P8**                    A TRUE COPY OF THE ACCIDENT REGISTER-CUM-WOUND CERTIFICATE DATED 30/11/2020 ISSUED BY THE NEYYAR MEDICITY, KATTAKADA, THIRUVANANTHAPURAM.
- Exhibit P9**                    A TRUE COPY OF THE TREATMENT CERTIFICATE DATED 01/12/2020 ISSUED BY THE NEYYAR MEDICITY, KATTAKADA, TRIVANDRUM.
- Exhibit P10**                    A TRUE COPY OF THE FINAL REPORT DATED 22/03/2021 ISSUED BY THE POLICE.