Date of Filing: 22.11.2021 Date of Order: 15.12.2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION – II, HYDERABAD

Present

SRI VAKKANTI NARASIMHA RAO ... PRESIDENT SRI P.V.T.R JAWAHAR BABU ... MEMBER SMT. D.SREEDEVI MEMBER

REVIEW ORDER PASSED ON FRIDAY, THE 15TH DAY OF DECEMBER, 2023

CONSUMER CASE NO.703/2021
(ORIGINAL ORDER PASSED ON 16-06-2023)

BETWEEN:

Smt.Mentla Shobha Rani, W/o.Late Mental Malla Reddy, Aged about 46 years, Indian, Occ: Housewife, R/o.H.No.19-61/11, Kushal Nagar, Siddipet-502 103, Siddipet District. Ph No:9885438509.

...Complainant

AND

- 1.M/s.LIC of India, "Jeevan Sagar", Behind NTR Stadium, Near Indira Park, Hyderabad-500 080, Rep.by its Senior Divisional Manager.
- 2. M/s.Lic of Inida, 8-1-60, Janani Complex, Hyderabad Road, Siddipet-502 103, Rep. by its Branch Manager.

.... Opposite Parties

This complaint is coming before us on this the 14th day of September, 2023 in the presence of Learned Counsel M/s.V.Gouri Sankara Rao, Advocate, appearing for the complainant and Learned Counsel Sri.KRL Sarma, Advocate, appearing for the opposite parties and on perusal of material papers available on record, having stood over for consideration till this day and after considering the review petition passed the following:

ORDER

(BY SRI P.V.T.R. JAWAHAR BABU HON'BLE MEMBER ON BEHALF OF THE BENCH)

This complaint is filed on 22nd November, 2021 by the complainant under Section 35 of Consumer Protection Act, 2019 with a prayer to direct the opposite parties to:

- 1. Pay the Insurance amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) along with interest @ 15% p.a., from 14.08.2020 till the date of payment;
- 2. Pay compensation of Rs.5,00,000/-(Rupees Five Lakhs Only)
- 3. Pay costs of Rs.1,00,000/-(Rupees One Lakh Only)
- 4. Pass such other order or orders which the Hon'ble Commission deems fit and proper under the circumstances of the case.

I. BRIEF FACTS OF THE COMPLAINT:

- 1. Brief facts of the complaint as made out by the Complainant are that the Opposite Parties have issued LIC's New Endowment Plan (with profits) Policy bearing No.607453992 for a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) in favour of the husband of the Complainant with a monthly premium of Rs.7,542/- (Rupees Seven Thousand Five Hundred and Forty-Two Only) for which the Complainant is the nominee. The Date of Commencement of the Policy was 15.05.2018 and the due date for payment of last installment is 15.04.2044.
- 2. It is submitted that on 04.08.2018, the husband of the complainant was admitted in Yashoda Hospitals, Hyderabad with the chief complaints of pain in Cervical spine and lower lumbar spine since one month and limited cervical spine moment due to pain. The pain was increasing upon turning or bending, urinary urgency and low grade fever since one month. The Insured was provisionally diagnosed that he was suffering from poorly Differentiated Metastatic Ureteric Carcinoma (Cancer), Extensive Skeletal Metastasis? TCC Right Ureter. It means that the Insured was suffering from Ureteric Cancer and after treatment, the husband of the complainant was discharged on 05.08.2018.

- 3. It is further submitted that at 2.30 AM on 31.01.2019 the husband of the complainant was admitted at Area Hospital, Siddipet with the complaint of breathing problem and at 9.30 am he was declared dead. The cause of death was mentioned as Cardio Pulmonary Arrest and the manner of death was treated as natural as per the outpatient ticket Dt.31.01.2019 issued by Telangana Vydya Vidhana Parishad. is herewith filed for the perusal of the Hon'ble Commission. (The Death Certificate Dt.04.02.2019 issued by the Gram Panchayat, Gudikandula, Thoguta Manda, Siddipet District is also herewith filed for the perusal of the Hon'ble Commission.)
- 4. It is further submitted that the complainant submitted Claim Form to the Opposite parties along with the necessary documents claiming the Insurance amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) with all admissible benefits. Whereas, on 14.08.2020 the Opposite Party No.1 repudiated the said claim on the ground that the Life Assured suppressed the history of GU Tract Tuberculosis from 1993 to 2005 and that he has undergone Ureteric Stricture with hydronephrosis in 1993 and he underwent Uretero Cystostomy in 2005 i.e., prior to the date of proposal and that the said material health condition was not furnished in the Proposal Form Dt.18.04.2018.
- 5. It is further submitted that as per the Proposal Form Dt.18.04.2018, the medical history of past 5 years was sought, and the husband of the complainant rightly stated that during last 5 years he had not consulted any doctor nor underwent any surgery much less hospitalization and no prudent person will furnish the medical history of 1993 & 2005 in the insurance proposal of 2018 i.e., after 2 or 3 decades. It is further submitted that at the time of proposal, the husband of the complainant was not at all suffering from Tuberculosis or Ureteric Stricture much less cancer. As such, the Opposite Parties cannot find fault for not furnishing medical history in the proposal after 2 decades. The cause of death was cancer which has nothing to do with 1993 Tuberculosis. There is no cogent evidence to establish that the husband of the complainant took treatment from 1993 to 2005. The Opposite

Parties have not produced any Prescriptions, Medical Bills, Discharge Summaries, Case Sheets stating that the husband of the complainant underwent treatment from a specific Hospital or Doctor continuously from 1993 to 2005. The burden of proof heavily lies on the O.Ps to establish that the husband of the complainant took treatment continuously from 1993 to 2005. As such, the repudiation of the claim is arbitrary unreasonable, unjust with non-application of mind and amounts to deficiency in service.

- 6. It is further submitted that at the time of submitting the Proposal Form Dt. 18.04.2018, the husband of the complainant was neither suffering from TB or Ureteric problems nor with Carcinoma/Cancer. The Panel Doctor of the Opposite parties has examined and satisfied about the health condition of the husband of the complainant, upon which report only, the Opposite parties issued the subject Insurance Policy.
- 7. It is further submitted that the complainant submitted a representation Dt.03.11.2020 to the Zonal Claims Dispute Redressal Committee, for reconsideration of repudiation of the claim. On 23.12.2020 the Zonal Office of the Opposite parties informed the complainant that the ZCDRC upheld the repudiation of the claim on the ground that treatment details of 1993-2005 were suppressed by the Insured. Questioning the same, the complainant also submitted a representation to the Chairman of the Opposite Parties at Mumbai. On 30.03.2021, the Opposite Party No.1 informed that the Central Claims Review Tribunal considered the representation of the complainant and found that it was not possible to revise the repudiation of the claim. The complainant also approached Insurance Ombudsman for justice. The Insurance Ombudsman by its Award No. 1.O./HYD/A/L1/0048/2021- 2022 Dt.27.05.2021 observed that the repudiation of the claim was in consonance with the Terms & Conditions of the Policy and dismissed the complaint.
- 8. It is further submitted that the repudiation of the claim is bad in law. The alleged suppressed diseases/surgeries have no nexus with cancer, which is the cause of death. No prudent person

is expected to disclose the medical history of 1993, 2005 in the Insurance proposal of 2018. It is again submitted that none of the Opposite Parties including the Review Committees have properly appreciated the contention of the complainant that there was no intentional suppression and that the alleged suppressed diseases/surgeries have no nexus to the cause of death. The Opposite parties failed to establish that the husband of the complainant took treatment from 1993 to 2005 and that the death occurred only because of the suppressed diseases. As such, the repudiation of the claim is bad.

9. It is further submitted that the action of the Opposite parties in repudiating the claim not only amounts to deficiency in service but also amounts to unfair trade practice. The complainant and her family members have been subjected to serious inconvenience, hardship and severe mental agony apart irreparable financial loss.

II. WRITTEN VERSION OF THE OPPOSITE PARTY:

10. It is true that the husband of the complainant herein availed ordinary policy bearing no.607453992 for a sum assured of Rs.20,00,000/-(Rupees Twenty Lakhs Only) under plan and term 814/26/26 under monthly mode of premium payment of Rs.7,542/- (Rupees Seven Thousand Five Hundred and Forty-Two Only). The date of commencement of policy was 15.05.2018. The complainant herein was appointed as his nominee under the policy and the said policy was issued under Medical. It is submitted that the husband of the complainant paid the policy premiums at Siddipet Branch for a period of one year only i.e., monthly two months at Rs.7,542/-(Rupees Seven Thousand Five Hundred and Forty Two Only) and another three quarterly premiums at the rate of Rs.22,625/- (Rupees Twenty Two Thousand Six Hundred and Twenty Five Only) totaling to Rs.82,959/- (Rupees Eighty Two Thousand Nine Hundred and Fifty Nine Only) under the policy. The Policy was initially issued under monthly mode of premium of Rs.7,542/-(Rupees Seven Thousand Five Hundred and Forty Two Only) and later converted to quarterly mode at premium of Rs.22,625/- (Rupees Twenty Two Thousand Six Hundred And Twenty Five Only).

- 11. It is submitted that the deceased policy holder being a LIC Agent availed the said policy by suppressing his real health condition and obtained the policy on 15.05.2018 and died on 31.01.2019 within three years from the date of the commencement of the policy. In fact it is an early claim hence the claim was processed keeping in view of the early death under the provisions of section 45 of Insurance Act 2015 and finally observed that the deceased policy holder intentionally suppressed the past medical condition about his health and treatment availed which was adversely influenced the underwriting decision.
- 12. It is humbly submitted that the policy premiums due on 5/2018 and 6/2018 were paid along with the proposal on 16.05.2018 and on 04.10.2018 the payment of premium mode was changed to quarterly and premiums for the period 7/2018 to 9/2018 of Rs.22,625/-(Rupees Twenty Two Thousand Six Hundred And Twenty Five Only) along with interest on Rs.24014/-(Rupees Twenty Four Thousand and Fourteen Only) paid on 04.10.2018. The premiums due from 11/2018 was paid on 05.12.2018 along with interest.
- 13. It is humbly submitted that as per the discharge summary of Yashoda Hospitals submitted by the complainant it is clearly evident that the deceased policy holder was admitted on 04.08.2018 and discharged on 05.08.2018 from the said hospitals wherein the past history of the deceased was clearly recorded that the deceased suffered GU Tract Tuberculosis Right lower Ureteric Stricture (1993-2005) with a past surgery in the year 1993 to right ureteric stricture with Hydronephrosis and in the year 2005 the underwent Uretero-cystostomy/Repolicy holder right implantation. That means the deceased policy holder suppressed his past ailments and treatment of surgeries undergone with evil intentions and being an LIC Agent suppressed the real fact as to his state of health and obtained the policy in dispute.
- 14. It is submitted that basing on the past history mentioned and recorded by the Yashoda Hospitals, the policy under the

complaint was repudiated on 14.08.2020 stating that the deceased policy holder given wrong answers to the question no: 11 (a) (b) (d) (e) in a negative manner and answered to the question no: (g) as Good by suppressing the real fact of his health. The repudiation letter was sent to the complainant herein and informed that in case the said decision is not acceptable to her she may prefer statutory appeal to the CO CDRC as the subject amount under the policy exceeds five lakhs. The COCDRC upheld the decision of ZO CDRC and there after the complainant preferred the claim before of the Insurance Ombudsman under no.IO/HYD/A/LI/0048/2021-2022 which upheld the repudiation decision taken by the LIC in-terms of policy conditions and passed its award on 27.05.2021. Having not satisfied with the decision of the above statutory authorities the complainant herein preferred the present complaint before the Hon'ble Commission by claiming an amount of Rs.20,00,000/-(Rupees Twenty Lakhs Only) with interest at the rate of 15% p.a. from 14.08.2020 till the payment and compensation of Rs.5,00,000/- (Rupees Five Lakhs Only) and cost of Rs.1,00,000/- (Rupees One Lakh Only) from the LIC of India without any basis.

15. It is submitted that the averment of the complainant clearly understood that the deceased policy holder suppressed the material fact of treatment in the year 1993-2005 in the proposal form which proves that the deceased policy holder suppressed the fact in his knowledge and the dame was also revealed by the complainant herein in her complaint. The other contention that no prudent person will furnish the medical history of 1993-2005 in the insurance proposal of 2018 that is after 15 to 20 years is not If the above said is correct in her version, how the Yashoda Hospital doctors mentioned the said material fact of treatment undergone by the deceased policy holder under past history category which clearly discloses the suppression of health grounds to defraud the Corporation by obtaining the policy. In such circumstances the opposite party Corporation repudiated the claim to safe guard the public money of the guanine policy holders at large. Hence, the repudiation is just and reasonable in all

respects and there is no deficiency of service in any manner and the complaint is liable to be dismissed with costs.

- 16. Evidence Affidavit of the complainant is filed by reiterating the contentions as PW-1 and Ex.A1 to Ex.A9 were marked for the complainant. Evidence Affidavit of Opposite Party No.1 was filed by reiterating the contentions through Suresh Sarode as DW-1. Ex.B1 to Ex.B8 were marked on their behalf.
- 17. Written arguments of the complainant and the opposite parties were filed. Heard both the parties.
- 18. On perusal of material available on record the points to be answered for determination are:
 - 1. Whether any deficiency of service is there on the part of the opposite parties as claimed under the complaint?
 - 2. Whether the complainant is entitled for the relief sought?
 - 3. To what relief?

POINTS NO.1 and 2:

19. The subject policy (Ex.A1) and the premiums paid for the same are not in dispute and the subject policy was in force at the time of death of the life assured. On 04.08.2018, the husband of the complainant was admitted in Yashoda Hospitals with the chief complaints as pain in Cervical spine and lower lumbar spine for one month and limited cervical spine moment due to pain. The pain was increasing upon turning or bending, urinary urgency and low-grade fever since one month and the condition was diagnosed as Poorly Differentiated – Carcinoma Right Ureter with Extensive Skeletal Metastases and Received 1st Cycle Palliative Chemotherapy with Paclitaxel + Carboplatin + Zoledronic Acid. TCC Right Ureter which he has tolerated and got discharged on 05.08.2018 (Ex.A6). In the Treatment & Follow up recorded in Ex.A7, it is clearly mentioned that "no obvious medical literature citing etiologic relationship with prior (R) Ureter Surgery/reimplantation", which shows that the

- earlier treatment has no relationship with the current condition of the husband of the Complainant. It is further evident from the Outpatient ticket issued by the Telangana Vaidya Vidhana Parishad, Area Hospital, Siddipet on 31.01.2019 (Ex.A8) that the husband of the Complainant was admitted in the said hospital on 31.01.2019 at 2.30 AM and declared dead at 9.30pm with cause of death as Cardio pulmonary arrest and the manner of death was stated as natural.
- 20. Complainant submitted Claim Form to the Opposite parties along with the necessary documents. Whereas, on 14.08.2020 the Opposite Party No.1 repudiated the said claim on the ground that the Life Assured suppressed the history of GU Tract Tuberculosis from 1993 to 2005 and that he has undergone Ureteric Stricture with hydronephrosis in 1993 and he underwent Uretero Cystostomy in 2005 i.e., prior to the date of proposal and that the said material health condition was not furnished in the Proposal Form Dt.18.04.2018. The Proposal form dated 18.04.2018 (Ex.B1) is duly filled and as the life assured is of Agent's own life, Agent's Confidential Report/Moral Hazard Report (Ex.B1-pg73) was obtained which was duly signed along with the seal of Dev. Officer, LIC, Siddipet which was accepted through medical and in the Medical Examiner's Confidential Report dated 20.04.2018 (Ex.B1-pg75), the Medical Examiner after necessary examination of the life to be assured, certified stating that "I hereby certified that I have, this day, examined the above life to be assured personally, in private, and recorded in my own hand (i) the true and correct findings (ii) the answers to question No.5 as ascertained from the person examined". The entire process of obtaining life insurance has gone through the prescribed procedure and no lacunae were observed in obtaining the said policy and there is no point of non-disclosure of previous medical condition of the life to be assured, as the proposal was certified by the authorized medical practitioner of Opposite parties after thorough examination of the life to be assured.
- 21. Though the Complainant submitted the claim form on 19.07.2019 with all necessary documents (Ex.B3, B4, B5, B6), the Opposite party issued Repudiation letter on 14.08.2020, nearly after one year of the claim submission which shows the negligent attitude of

- the Opposite parties. This commission is surprised to observe such attitude of the Opposite parties towards its own agent who had served them in developing their business during his life time and we doubt how their attitude would be towards others.
- 22. From the Discharge Summary (Ex.A6) it is evident that the life assured is suffering with cancer and nowhere it was mentioned that current medical condition has any relevance with his past medical history of Tuberculosis in 1993. Moreover, the Opposite parties instead of bald allegations, failed to establish with cogent evidence that the husband of the complainant was under treatment from 1993 to 2005. As the burden of proof lies on Opposite Parties to prove the same, they have failed to produce any medical reports related to the alleged treatment that the deceased life assured underwent from any specific Hospital or any specific Doctor continuously from 1993 to 2005. The opposite parties also failed to prove that the alleged suppressed diseases/surgeries have any nexus with cancer, which is the cause of death of the deceased life assured.
- 23. In reply to the representation dated 03.11.2020 by the Complainant to the Zonal Claims Dispute Redressal Committee, for reconsideration of repudiation of the claim, the Zonal Office of the Opposite parties vide letter dated 23.12.2020 (Ex.A3) informed the complainant that the ZCDRC upheld the repudiation of the claim on the ground that treatment details of 1993-2005 were suppressed by the Insured. Questioning the same, the complainant submitted another representation to the Chairman of the Opposite Parties at Mumbai, for which the Opposite Party No.1 informed vide letter dated 30.03.2021 (Ex.A4) that the Central Claims Review Tribunal considered the representation of the complainant and found that it was not possible to revise the repudiation of the claim. complainant also approached Insurance Ombudsman, which by its Award No. 1.O./HYD/A/L1/0048/2021- 2022 Dt.27.05.2021 (Ex.A5) observed that the repudiation of the claim was in consonance with the Terms & Conditions of the Policy and dismissed the complaint. It is observed that none of the Opposite Parties including the Review Committees have properly appreciated the contention of the

- complainant that there was no intentional suppression and that the alleged suppressed diseases/surgeries befallen 13-15 years back have no nexus to the cause of death.
- 24. With the said observations, we are of considered opinion that the Opposite parties have arbitrarily repudiated the claim basing on a 13–15-year-old medical condition of the deceased life assured which has no nexus with the current medical condition which was the actual cause of death, not only amounts to deficiency in service but also amounts to unfair trade practice. Further, the opposite parties have taken considerably longer period of nearly 13 months in concluding upon the death claim submitted, which is truly unruly and unfair.
- 25. Insurance is not a saving but a paid service of assurance to take care of the untoward conditions of the life. It is a support system for any insured family that assures them a timely financial support during miss happenings of the life. The Opposite parties instead of standing in support of the family of the deceased life assured, who is again an agent of its own business, acted negligently and subjected the family of the deceased life assured to serious inconvenience and mental agony apart from severe financial loss. Since the repudiation of the claim is unreasonable and unjust which amounts to deficiency in service, the Point no.1 is answered in favour of the Complainant.

Order on review by Sri PVTR.Jawahar Babu, Member

- 26. That after pronouncing of final order on 16.06.2023, the counsel representing the opposite parties pointed out that DW2's evidence was not considered and Ex.B9 to B12 was not discussed in the order.
- 27. Basing on the said oral submission, on 23.6.2023 the matter was reopened, Suo motto for revoking the order passed on 16.06.2023.
- 28. On review on hearing both sides again and after perusing all the material available on record it was found that DW2 was not examined, but without producing the witness the opposite parties filed the evidence affidavit of one doctor by name V.Ravinder and marked Ex.B9 to B12 without producing and without examining the said doctor as DW2.

- 29. As the doctor was not examined and the said averments mentioned in the said affidavit was not spoken on affirmation on oath the same cannot be considered as evidence and it can not be discussed in the order pronounced and our colleague member who passed the earlier order discussed all the material available on the record in para 4 and 5 of the order and categorically thrown out and kept a side the allegations made with regard to the earlier treatment and passed reasoned order by allowing the complaint in part.
- 30. The Additional Written Arguments filed on 23.8.2023 by the opposite parties also does not reveals about the examining of Dr.Ravinder Vottery as DW2 and marking of documents Ex.B9 to B12 through his evidence. The entire Additional Written Arguments are based on the documents already marked through PW1 and DW1 and our colleague member while handling the matter discussed all the documents available on the record and the appendix also shown the same.
- 31. As seen from the Appendix of Evidence Ex.A6 to A8 and Ex.B10 and Ex.B11 are one and the same and Ex.B9, and Ex,B12 are the letters addressed by the opposite parties to the Director of Yashoda Hospital, Hyderabad, Form no.7, Dt.18.11.2022 attached to Ex.B12 contains the words order 16,17 & 102 of Civil Rules of Practice 1983. Intentionally the opposite parties who mentioned the rules as said above in form.no.7 did not obtain any permission from the Commission by way of filing an Interlocutory Application obtained the said documents on its own including the proforma of affidavit filled up with ballpen at the description column of the affidavit on whose name it was given. As seen from the affidavit it cannot be said that the said doctor volunteers to give such affidavit in order to file the same before the commission for the sake of evidence. The non-examine of the doctor as DW2 is also raises some doubt and as such the same was not considered in the light of above discussion.
- 32. Ex.B9 clearly shows that in order to consider the claim made by the complainant, the opposite parties requested Yashoda Hospital to attest the enclosed hospital records is nothing but of misleading the facts and using the said documents and filing the same and marking

the same is nothing but of misleading the commission to put forth un founded facts before the commission.

33. In view of the above discussion and observation there is no mistake or error found in the order passed earlier and as such the review of the opposite parties is here by rejected and by dismissing the review we decided the point under review accordingly in favour of the complainant as under with few modifications in the result portion.

POINT NO. 3:

In the result, the Complaint is allowed (on review) in part by directing the Opposite Parties to:

- 1. Pay Rs.20,00,000/-(Rupees Twenty Lakhs Only) claim amount due under the policy to the Complainant together with interest at the rate of 9%p.a. from the date of its repudiation till its realization.
- 2. Pay Rs.25,000/-(Rupees Twenty Five Thousand Only)towards compensation to the Complainant for causing inconvenience and mental agony.
- 3. Pay Rs.5,000/-(Rupees Five Thousand Only)towards the costs of the litigation to the complainant.
- 4. Rest of the claims made in the complaint is dismissed.
- 5. Time for compliance is 45 days from the date of receipt of this order.

Dictated to Typist typed by her, corrected and pronounced by us in the open Commission today the 15th Day of December,2023.

MEMBER MEMBER PRESIDENT

APPENDIX OF EVIDENCE

Witnesses examined for Complainant:-

Smt.Metla Shobha Rani (PW1)

Witnesses examined for Opposite party.No.1:-

Sri. Suresh Sarode (DW1)

Exhibits marked on behalf of the Complainant: -

- Ex.A1: is the copy of LIC's New Endowment Plan Dated: 16.05.2018.
- Ex.A2: is the copy of O.P. No.2 Repudiation Letter, dated: 14.08.2020.
- Ex.A3: is the copy of Opposite Parties Letter, dated: 23.12.2020.
- Ex.A4: is the copy of Opposite Parties Letter dated: 30.03.2021.
- Ex.A5: is the copy of Insurance Ombudsman Award, dated: 27.05.2021.
- Ex.A6: is the copy of Yashoda Hospitals Discharge Summary dated: 05.08.2018.
- Ex.A7: is the copy of Yashoda Hospitals follow-up visit prescription, dated: 04.08.2018.
- Ex.A8: is the copy of Area Hospital, Siddipet Opposite Party Ticket, dated: 31.01.2019.
- Ex.A9: is the copy of Death Certificate, dated: 04.02.2019 issued by Gudikandula Gram Panchayat.

Exhibits marked on behalf of the Opposite parties:-

- Ex.B1: is the copy of Original Proposal form, dated: 18.04.2018
- Ex.B2: is the copy of Original Policy bond bearing no:607453992
- Ex.B3: is the copy of Medical attendant certificate received on 19.07.2019 from the complainant.
- Ex.B4: is the copy of Certificate of hospital treatment dated: 19.07.2019.
- Ex.B5: is the copy of Certificate of Identity dated: 19.07.2019.
- Ex.B6: is the copy of Hospital records, dated: 06.08.2019 of Yasoda Hospitals Hyderabad.
- Ex.B7: is the copy of Repudiation letter, dated: 14.08.2020.
- Ex.B8: is the copy of letter from SCZO to SDM Secunderabad, dated: 23.12.2020.
- Ex.B9: is the Original letter addressed to the Director Yashoda

 Hospitals, Secunderabad regarding attestation of Hospital
 records relating to treatment to the patient M.Malla Reddy,
 dated: 27.09.2022.

- Ex.B10: is the copy of Discharge summary given by yashoda hospitals, secunderabad, department of Medical oncology and Hemato Oncology, dated: 04.08.2018.
- Ex.B11: is the copy of Outpatient ticket given by Area Hospital Siddipet, Medak District, dated: 31.01.2019.
- Ex.B12: is the original Letter addressed to Director Yashoda

 Hospitals, Secunderabad regarding giving Evidence

 Affidavit by Dr.Ravindra. V Medical Oncologist of Yashoda

 Hospital, Secunderabad who treated the policy

 holder/patient by name M.Malla Reddy. Dated:

 15.11.2022.

MEMBER MEMBER PRESIDENT