

ଜିଲ୍ଲା ଖାଉଟି ବିବାଦ ବିଚାର ଆୟୋଗ, ଗଞ୍ଜାମ, ବ୍ରହ୍ମପୁର

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION GANJAM
at BERHAMPUR

DATE OF FILING: 25.07.2018.
DATE OF DISPOSAL: 05.01.2026

CONSUMER COMPLAINT NO.:DC/354/CC/39/2018

Smt. Kumari Gochayat, Aged about 49 years,
W/O late Bijoya Gochayat,
At/P.O: Nuagam, P.O.: B.Nuagam,
P.S: Kodala, Dist: Ganjam. ...Complainant.

-Versus-

1. The Branch Manager,
IFFCO TOKIO General Insurance Co. ltd.
Regd. Office: IFFCO Sadan,
C-1, Dist centre saket,
New Delhi-110017
Service office, OH 5th floor, Sona complex,
Opp. M.Ward office, 1st Road, chamber,
Mumbai-400071
2. The Branch Manager,
IFFCO TOKIO General Insurance Co. ltd.
Sai complex, Gandhi Nagar, Main Road,
Berhampur, Dist: Ganjam, 761001 ...Opp. Parties.

PRESENT:

For the Complainant: Adv. Dr. Laxminarayan Dash
For the Opp. Parties: Adv. Sri Rama Krishna Panigrahi

CORAM: SHRI SATISH KUMAR PANIGRAHI, PRESIDENT (I/C)

SMT. SARITRI PATTANAIK, MEMBER (W)

ORDER

PER: SHRI SATISH KUMAR PANIGRAHI, PRESIDENT (I/C)

The present complaint is being preferred by the Complainant under formerly Section 12 of the 1986 Act, seeking adjudication for **deficiency in service** and **unfair trade practices** committed by the Opposite Parties (hereinafter referred to as 'OPs').

The gravamen of the Complainant's grievance is centered upon the OPs' failure to honor their contractual and statutory obligations, constrained by which the Complainant seeks the following reliefs:

a) To direct the Opposite Parties to pay the Complainant the sum assured amounting to **Rs. 10,00,000/- (Rupees Ten Lakhs only)**;

b) To award a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** in favor of the Complainant and against the OPs as compensatory damages for the gross mental agony, harassment, and unwarranted hardship caused due to the OPs' acts of omission and commission;

c) To direct the OPs to pay a sum of **Rs. 5,000/- (Rupees Five Thousand only)** towards the costs of the present litigation;

d) To pass such other or further order(s) as this Hon'ble Commission may deem fit and proper in the interest of justice, equity, and good conscience.

2. **Brief Facts of the Case:** The complainant, being the nominee of the deceased life assured (DLA), late Santosh Gochayat, has filed this complaint under Section 12 of the Consumer Protection Act, 1986 alleging **deficiency in service** and **unfair trade practice** against the Opposite Parties (O.Ps).

Case of the Complainant

It is averred that the DLA obtained a 'Pravasi Bharatiya Bima Yojana Policy 2006' (Policy No. PBBY 30442733) from the O.Ps, effective from 20.04.2015 to 19.04.2017. The policy provided a sum assured of **₹10,00,000/-** against Personal Accident, covering death and permanent total disability. During the subsistence of the policy, the DLA, while working as a Mason in Oman, expired on 04.01.2017. The body was subsequently repatriated to India. The complainant, as the legal nominee, submitted the requisite claim forms along with the death certificate and other supporting documents to O.P. No. 2. The

complainant contends that despite the lapse of considerable time and fulfillment of all documentary formalities, the O.Ps have neither settled the claim nor communicated any decision regarding the repudiation or acceptance of the same. This **protracted silence** and non-action on the part of the O.Ps are characterized as a gross deficiency in service. Aggrieved by the **apathetic attitude** of the O.Ps, which resulted in mental agony and financial hardship, the complainant seeks the following reliefs:

- a) Direction to the O.Ps to pay the sum assured of **₹10,00,000/-**.
- b) Compensation of **₹50,000/-** for mental agony and harassment.
- c) Litigation expenses amounting to **₹5,000/-**.

3. Upon finding a *prima facie* case of deficiency in service, this Commission admitted the complaint and directed the issuance of formal notices to the Opposite Parties (O.Ps) to show cause as to why the reliefs prayed for should not be granted.

The records indicate that the notices were duly served upon the O.Ps. The O.Ps appeared through their Learned Counsel and filed a written version.

4. The O.Ps, through their Learned Counsel, filed a written version refuting the allegations in toto. They contend that the complaint is neither maintainable in law nor on facts, asserting that the complainant is put to **strict proof** of all averments not specifically admitted.

The O.Ps categorically state that the policy in question (PBBY Policy) is an **Accidental Death Benefit** cover. They contend that the Deceased Life Assured (DLA) expired due to a "Heart Attack" and not due to any external, violent, or visible accidental means. It is the O.Ps' stand that:

- i. The claim was formally repudiated via letter dated **12.05.2017**, on the grounds that death by natural causes/illness is an **Exclusion** under Section-1 of the policy terms.

- ii. The complainant has allegedly suppressed material facts and attempted to "invent" a cause of action to defraud the insurer.

The O.Ps further challenge the maintainability of the complaint on the following grounds:

- i. **Non-Joinder of Necessary Parties:** The O.Ps argued that the case is defective for not impleading all legal heirs of the deceased.
- ii. **Jurisdictional Bar:** It is contended that the matter involves "complicated questions of fact and law," necessitating extensive cross-examination and voluminous evidence. Thus, the O.Ps argued the case should be relegated to a **Civil Court** and that this Consumer Commission lacks the jurisdiction to try the matter in a summary proceeding.
- iii. **Absence of Clean Hands:** The O.Ps alleged that the complainant has approached the Commission with "unclean hands," concealing the true nature of the death to claim a benefit not covered under the contract of insurance.

5. The Complainant has formally led evidence by way of an **Affidavit-in-Evidence**, wherein they have solemnly affirmed and reiterated the averments made in the original Complaint as being true and correct to the best of their knowledge. The Complainant further prays that the contents of the Complaint, along with the **Statement of Particulars** and annexed documentary evidence, be read as evidence-in-chief in support of their claim. Conversely, the Opposite Parties (OPs) have produced a **List of Documents** and placed on record several instruments intended to substantiate the defenses raised in their Written Version.

Arguments and Submissions:

Upon the conclusion of the evidentiary stage, both parties submitted their respective **Written Arguments**. The Learned Counsel for the OPs contended that the claim is legally untenable and falls outside the purview of **Section 1 (Personal Accident)** of the subject Insurance Policy. It is the specific contention

of the OPs that the demise of the Life Assured resulted from a heart attack, which lacks any **causal nexus** with an "accidental injury" as defined under the policy terms. Consequently, the OPs submit that the claim is hit by the exclusionary clauses of the policy, is not maintainable in law or fact, and is therefore **liable to be dismissed**.

6. Hearing and Perusal of Records:

On the scheduled date of hearing, the Commission heard extensive oral submissions from both parties regarding the core issues in contention. The Commission has meticulously perused the entire case record, including the **Complaint**, the **Written Version** filed by the Opposite Parties, the **Affidavits-in-Evidence**, the **Written Arguments**, and all supporting documentary evidence brought on record by the respective parties.

Findings and Observations:

Upon a comprehensive appraisal of the evidence and a critical analysis of the documents available on record, the following points emerge for consideration:

I. The Core Issue: Natural Death vs. Accidental Death

The O.Ps contended that the death was a "Heart Attack" (Natural) and thus excluded. However, the Commission must examine if there was a **proximate causal nexus** between the deceased's work conditions in Oman and the cardiac event.

- a) **Precedent: *Alka Shukla v. LIC of India (2019)*** The Supreme Court held that for a claim to be "accidental," the death must be caused by "**outward, violent, and visible means.**" A heart attack *simpliciter* (on its own) is generally considered a natural death.
- b) **The "Work Stress" Exception:** Under the *Workmen's Compensation Act* (and often extended to PBBY policies), if the Complainant proves that the

heart attack was **triggered or accelerated by extreme physical strain or hostile working conditions** (e.g., working as a Mason in extreme heat in Oman), the Commission may treat it as an "accident." It is medically accurate to say that the intense physical pressure of masonry and construction work can increase the risk of a cardiac event, including cardiac arrest. However, it is usually a combination of **strenuous labor** and **underlying health factors** rather than the work alone that causes the heart to stop.

- c) The opposite party defines the **Accident/Accidental** under clause 12 of Definition of Words in Pravasi Bhartiya Bima Yojana Policy that, *'it means a fortuitous event or circumstance which is sudden, unexpected and unintentional, including resultant continuous intermittent or repeated exposure arising out of the same fortuitous event or circumstances.'*

Injury under clause 1 of Definition of Words in Pravasi Bhartiya Bima Yojana Policy that, *'This definition includes accidental bodily injury resulting from exposure to the element of the cause.'*

Further it was also defined in Section 1 – Personal Accident – What is covered: *if following bodily injury which solely and directly causes insured person's death or permanent total disablement leading to loss of employment abroad, we shall pay to you or your legal representative the sum(s) set forth in the schedule, provided that such bodily injury has been sustained during the period of insured person's employment abroad as emigrant.*

Hon'ble Supreme Court of India has established a clear legal position on heart attacks and cardiac arrests occurring during labor-intensive work. While the law does not automatically assume every heart attack is an "accident," the Hon'ble Court has developed specific tests to protect workers in demanding trades like masonry.

The primary legal framework is the **Employee's Compensation Act, 1923** (formerly the Workmen's Compensation Act).

A. The "Accident" Doctrine

The Hon'ble Supreme Court has ruled in several landmark cases (such as *Shakuntala Chandrakant Shreshti v. Prabhakar Maruti Garvali*) that a heart attack can be legally classified as an "accident." **The Logic:** An "accident" in legal terms isn't just a fall or a crash; it is any "untoward event" that is unexpected. If the strain of masonry work causes a heart failure, it is treated as a personal injury caused by an accident.

B. The "Triple Test" for Compensation

To determine if a mason or laborer's cardiac arrest is the employer's liability and coverage under an insurance policy, the courts apply what is often called the **Causal Connection Test**:

- **Stress and Strain:** There must be evidence that the work involved significant physical stress or strain. Masonry—lifting heavy blocks, repetitive bending, and working in heat—is widely recognized by courts as high-strain work.
- **During Employment:** The event must occur "out of and in the course of employment." If the arrest happens while the person is at the site or performing a task for the employer, the chances of it being linked to work are much higher.
- **Acceleration of Death:** Even if the worker had a pre-existing heart condition, the Supreme Court has held that if the **work contributed to or accelerated** the death, the employer is liable. You do not have to prove that the work was the *only* cause, just that it was a *contributory* cause.
- **Insurance Coverage:** A standard **Workmen Compensation (WC) Insurance Policy** or **Employee Compensation Insurance Policy** is

designed to cover the employer's legal liability to pay compensation to employees for injury or death by accident "arising out of and in the course of employment". If the "Triple Test" is satisfied, establishing the required causal connection, the employer is deemed liable under the Act, and their insurance policy would typically cover the resulting compensation payments.

C. Why Chances are "More" During Working Hours

The Court recognizes that certain professions carry a higher "incidental risk." For a mason:

- **The "Harness" Principle:** If a person "dies in harness" (while actually working), the courts are often more inclined to believe the work triggered the event.
- **Recent Shifts:** In recent judgments (like *Param Pal Singh v. National Insurance Co.*), the Court noted that long hours and grueling conditions in heat create a "reasonable inference" that the work led to the cardiac event, shifting some of the burden away from the grieving family and toward the employer/insurer to prove otherwise.

Upon a perusal of the **Claim Intimation Letter** dated 18.02.2017, the Complainant explicitly stated that the Deceased Life Assured (DLA) passed away while actively engaged in masonry work. This factual submission aligns with the "**Accident Doctrine**" and satisfies the "**Triple Test for Compensation**," recognizing the heightened incidental risks inherent in masonry as established by the Hon'ble Superior Court.

The Opposite Party (OP) repudiated the claim vide letter dated 12.05.2017 (Policy No. 30442733), citing the Death Certificate issued by the Directorate General of Medical Services, Royal Oman Police (Ref: F:61/2017). The OP relies on the stated cause of death: "**Cardiac Arrest of Unknown Reason.**"

Findings on Cause of Death: The Commission observes that the phrase "*Unknown Reason*" creates a clear legal inference that there were underlying contributory factors to the cardiac arrest which remained uninvestigated. It is noted with concern that the OP's investigator failed to take requisite steps to ascertain the actual **proximate cause** of the cardiac arrest. When evaluating the Claim Letter in juxtaposition with the Repudiation Letter, it is reasonably deducible that the strenuous nature of masonry work in an overseas environment constituted an **accidental bodily injury** resulting from prolonged exposure to harsh work elements.

Furthermore, the OP has failed to produce the **Post-Mortem Examination Report** of the DLA to substantiate their defense. In the absence of such a vital medical document, the OP cannot unilaterally conclude that the cardiac arrest was a natural occurrence excluded from policy coverage. The **onus probandi** (burden of proof) lies heavily on the Insurer to prove that a death falls within an exclusionary clause; having failed to do so, the **benefit of doubt** must weigh in favor of the DLA.

II. Deficiency in Service (Non-Communication)

The Commission would likely find the O.Ps liable for **Deficiency in Service** regarding the *handling* of the claim, regardless of the cause of death.

- The O.Ps claimed to have sent a repudiation letter on **12.05.2017**. However, the complainant alleged they received no communication.
- **Precedent:** Failure to communicate the decision on a claim within a reasonable period usually 30 days as per IRDAI norms constitutes a deficiency.

III. Technical Objections (Jurisdiction & Non-Joinder)

The Commission would likely **overrule** the O.P.'s technical objections:

- **Jurisdiction:** The Supreme Court in *CCI v. United India Insurance* held that Consumer Forums have the power to decide insurance disputes involving "complex facts" through summary proceedings; they are not required to refer every case to a Civil Court.
- **Non-Joinder:** As the Nominee mentioned in the policy, the Complainant has a **legal standing (Locus Standi)** to file the case solo. The O.P. cannot deny the claim solely because other heirs aren't joined if a valid nominee exists.

In light of the aforementioned factual matrix and the *Ratio Decidendi* established by the various judicial precedents cited *supra*—specifically regarding the evidence of work-related physical strain as a contributory factor to accidental death—this Commission finds the repudiation of the claim by the Opposite Parties (OPs) to be unjustified and constitutes a **deficiency in service**.

Consequently, it is hereby ordered that the Complaint is **allowed in part** on contest against the Opposite Parties. The following directions are hereby issued:

1. **Payment of Sum Assured:** The Opposite Parties are held **jointly and severally liable** to pay the Complainant the Sum Assured of **₹10,00,000/- (Rupees Ten Lakh only)** under Policy No. PBBY 30442733.
2. **Pendent Lite Interest:** The aforesaid amount shall carry interest @ **9% per annum**, calculated from the date of institution of this complaint (25.07.2018) until the date of this Order.
3. **Litigation Expenses:** The OPs shall pay a sum of **₹5,000/-** toward the cost of litigation to the Complainant.
4. **Compliance Period:** The OPs are directed to comply with the above mandates within a period of **forty-five (45) days** from the date of receipt of a certified copy of this Order.

In the event of non-compliance or default by the OPs within the stipulated period, the Complainant is at liberty to initiate **Execution Proceedings** under Sections 71 and 72 of the **Consumer Protection Act, 2019**. In such an event, the total outstanding amount shall exigibly carry an **enhanced post-judgment interest @ 12% per annum** from the date of this Order (05.01.2026) until the date of actual realization and full satisfaction of the decree.

With the above observations and findings, this case is hereby disposed of.

I Agree

Sd/-
(SARITRI PATTANAIAK)
MEMBER (W)

Sd/-
(SATISH KUMAR PANIGRAHI)
PRESIDENT I/C

Pronounced in open District Commission on the day of 5th January, 2026.

The Judgment be uploaded on the www.e-jagriti.gov.in for the perusal of the parties.

A certified copy of this Judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 2019.

The file is to be consigned to the record room along with a copy of this Judgment.

Sd/-
(SARITRI PATTANAIAK)
MEMBER (W)

Sd/-
(SATISH KUMAR PANIGRAHI)
PRESIDENT I/C