

ADDITIONAL BENCH

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
PUNJAB, DAKSHIN MARG, SEC.37-A CHANDIGARH.**

First Appeal No.58 of 2023

Date of institution : 24.01.2023

Reserved on : 25.09.2026

Date of decision : 13.10.2026

1. Ripendeep Kaur Kambo, aged about 36 years, widow of late Tajinder Singh Kambo son of Darshan Singh;
2. Abir Singh Kambo, aged about 4 years (DOB: 20.11.2018) minor son of Tajinder Singh Kambo son of Darshan Singh through his mother Ripendeep Kaur Kambo, as his next friend/guardian;
3. Satwinder Kaur Kambo wife of Darshan,
All residents of House No.474, Bagh Gali, Street No.1, New Town,
Moga, Tehsil and District Moga.

.....Appellants/Complainants

Versus

1. Life Insurance Corporation of India, Ferozepur G.T.Road, Moga, Tehsil and District Moga through its Branch Manager.
(email:bo_139@licindia.com)
2. Life Insurance Corporation of India, Divisional Office, "Jeewan Prakash", Post Box No.82, Model Town Road, Jalandhar, District Jalandhar through its Manager (CRM).
(email:crm.jalandhar@licindia.com).

.....Respondents/Opposite parties

**First Appeal Under Section 41 of the
Consumer Protection Act, 2019 against the
order dated 29.11.2022 passed by District
Consumer Disputes Redressal Commission,
Moga in CC/11/2022**

Quorum:-

**Mr. H.P.S. Mahal, Presiding Judicial Member
Mrs. Kiran Sibal, Member**

Argued by:-

For the appellants : Ms. Liza Bansal, Advocate
For respondents : Sh. Sandeep Bhardwaj, Advocate

KIRAN SIBAL, MEMBER

The present appeal has been filed by the appellants/ complainants against the impugned order dated 29.11.2022 passed by District Consumer Disputes Redressal Commission, Moga (in short, “the District Commission”), whereby the complaint filed by complainants against opposite parties (in short ‘OPs’), under the Consumer Protection Act, 2019, was dismissed.

2. It would be apposite to mention that hereinafter the parties will be referred, as have been arrayed before the District Commission.

3. Brief facts for the disposal of the appeal, as set out in the complaint, are that Tajinder Singh son of Sh. Darshan Singh had obtained four Life Insurance Policies i.e. ‘Double Accident Benefit’ from the Opposite Parties bearing Policy No. 118704253 dated 28.07.2019 for a sum assured of Rs.10,00,000/-, Policy No. 133344077 dated 28.06.2011 for a sum assured of Rs.5,00,000/-, Policy No.134178389 dated 28.05.2016 for a sum assured of Rs.10,00,000/- and Policy No. 134273822 dated 28.03.2017 for a sum assured of Rs.1,60,000/-. Unfortunately, Tajinder Singh (hereinafter referred as DLA) died on 14.07.2020 as being murdered by unidentified persons while he was sitting at his shop situated at Street No.1, New Town, Moga. An FIR was registered in respect of the incident and the criminal proceedings were stated to be pending. The complainants, being the beneficiaries/legal heirs, lodged claims with the Opposite Parties under the aforesaid policies. The Opposite Parties, however, released only the basic death benefit i.e. single benefit, while withholding the additional Double

Accident Benefit payable under the policies. The complainants made repeated requests and representations for release of the remaining double accidental death benefit. However, the Opposite Parties repudiated the said claim vide letter dated 30.04.2021, primarily on the ground that, on the basis of material collected from social media and the police closure report, the death of the DLA was a pre-planned murder allegedly committed by gangster Sukhpreet Singh @ Sukha Gill Lamme, and therefore, according to the Opposite Parties, the death did not constitute an accidental murder so as to attract the Double Accident Benefit. The complainants have alleged that the repudiation of the claim is illegal and contrary to the instructions contained in Circular Ref. No. CO/CRM/607/23 dated 15.10.2007, relating to payment of Double Accident Benefit/Disability Benefit Claims, wherein it was stipulated that where a policyholder is murdered and there is nothing in the police investigation report or charge-sheet to raise a suspicion that the murder was self-provoked and the claimant was having a hand in it, the claim for accident benefit should not be withheld or repudiated. Alleging deficiency in service on the part of the OPs, the complainants filed the consumer complaint before the District Commission and sought directions against the OPs to pay remaining benefit of Rs.26,60,000/- i.e. double accident benefits under the policies along with interest @ 12% p.a. as well as its accrued benefits/bonus etc. and further to pay Rs.2,00,000/- as compensation and Rs.20,000/- as cost of litigation.

4. Upon notice, OPs appeared through counsel and filed written reply, wherein they raised certain preliminary objections, which are not required to be reproduced here for the sake of brevity. On merits, the

OPs admitted that deceased Tajinder Singh had obtained the four insurance policies in question and that his wife, Ripendeeep Kaur, was the nominee under all the said policies. It is further admitted that the Life Assured died on 14.07.2020 as a result of murder. The OPs further stated that upon lodging of the claims under the policies, they got conducted an investigation, during which, on the basis of material collected from social media and the police closure report, it was revealed that the murder of the Life Assured was pre-planned and was attributed to gangster Sukhpreet Singh @ Sukha Gill Lamme. On the basis of the evidence and circumstances surrounding the occurrence, it was established that the Life Assured had been deliberately murdered pursuant to a pre-planned conspiracy with the object of creating terror in the area. Thus, the death was not accidental in nature and did not fall within the scope of the Double Accident Benefit under the policies. The OPs further stated that, after due consideration of the investigation material and in accordance with the instructions contained in Central Office Circular No. CO/CRM/607/23 dated 15.10.2007, the competent authority decided to release the basic sum assured payable under all the four policies, which was duly paid to complainant No.1. However, the additional accident benefits were not found payable as the death resulted from a pre-planned murder. Accordingly, the claim for Double Accident Benefit was repudiated vide letter dated 17.03.2021. There was no deficiency in service on the part of the OPs. After denying the other averments made in the complaint, the OPs prayed for dismissal of the complaint.

5. The parties led their evidence before the District Commission in support of their respective contentions and the District Commission, after going through the records and hearing learned counsel for the parties, dismissed the complaint, vide impugned order. Aggrieved with the same, the present appeal has been filed by the appellants/complainants for setting aside the same.

6. We have heard the learned counsel for the parties and have also carefully gone through the record on the file and written submission filed by them.

7. The learned counsel for the appellants/complainants has vehemently contended that the District Commission has erred in holding that death of the DLA is not an accidental death and is not covered under the policies. Whereas it is the own pleaded case of the respondents/OPs that the DLA was murdered by some gangster group only to create terror in the area. The learned counsel has argued that District Commission has relied upon the report of DSP, City, wherein it is stated that one gangster has taken the responsibility of the murder in question and the act of the murder was committed only to create terror in the area so as to facilitate the recovered of ransom money from people in Moga town. From the contents of the said report, it is crystal clear that DLA had no role or involvement whatsoever in the activities of the accused/concerned gangster and the intention of the gangsters was not to kill the DLA in particular, but they have to kill any known person of the city just to create their own in-fame and terror in the minds of the residents for collecting ransom money by giving threats. Further, there is no pleadings or evidence placed on record by the OPs to show that there was any

specific enmity of the accused with the DLA from which, it may be inferred that the accused has planned the murder of DLA only. The case law relied upon by the District Commission is not applicable to the facts and circumstances of the present case as it is clearly proved on record that murder of the DLA was purely accidental and there was no enmity of the DLA with the accused. The learned counsel further argued on the similar lines as stated in the complaint and prayed for acceptance of the present appeal.

8. On the other hand, the learned counsel for the respondents/OPs has argued that the District Commission has rightly dismissed the complaint after considering all the facts and circumstances of the case and there is no perversity and irregularity in the impugned order. The learned counsel further argued that after lodging the claim by the respondents/complainant, investigations were carried out and on the basis of the data collected through social media and closure report of the police, it revealed that the DLA was murdered in order to create terror in the area. The said murder was pre-planned by gangster Sukhpreet Singh @ Sukha Gill Lamme, therefore, the same cannot be covered under the Accident death policy. As per oxford dictionary, 'accident' means, an unpleasant event that happens unexpectedly and causes damage, injury or death. Whereas in the present matter, there is a pre-planned murder and it was not unexpected as the same was caused with an intent to cause terror. The learned counsel further argued that in the report of DSP, it has been clearly mentioned that during the investigation one person namely Sukha Gill Lamme has took the responsibility of the murder and said that he alongwith his associate Harvinder Singh

committed the murder of owner of Showroom 'Super Shine Jeans, Moga and these facts have nowhere denied by the complainants. In support of his contentions, the learned counsel has relied upon the following judgements:-

- i) *Smt. Rita Devi Vs. New India Assurance Co. Ltd., 11(2000)CLT 192(SC)*
- ii) *Prithvi Raj Bhandari Vs. Life Insurance Corporation of India Ltd. & Others, decided on 26.05.2006 by Hon'ble National Commission in F.A.204 of 1999.'*

The learned counsel further argued on the similar lines as stated in the written reply and prayed for dismissal of the present appeal.

9. We have given thoughtful consideration to the contentions raised by the parties and have perused the record on the file.

10. The point for adjudication before us is whether observation of the District Commission, while dismissing the consumer complaint, on the ground that the killing of the DLA was a murder simplicitor, is in order or not? The further point for determination before us is whether the repudiation of claim of double accident benefit, by the respondents/OPs, on the ground that the murder of the DLA is not an accidental murder, is justified or not? To determine the said issue, we have perused the pleadings of the parties, evidence placed on record by them as well as impugned order passed by the District Commission. Admittedly, the DLA, Tajinder Singh, had obtained four life insurance policies carrying Double Accident Benefit from the appellants/OPs and that he died on 14.07.2020 as a result of murder alleged to be committed by a gangster namely, Sukha Gill Lamme along with his associate. It is also not disputed that the appellants/OPs released the basic death benefit payable under the

policies but declined to pay the additional 'Double Accident Benefit' on the ground that the murder was pre-planned and, therefore, could not be treated as an accidental death. The relevant portion of the repudiation letter dated 30.04.2021 (Ex.C-6) is reproduced as under:-

"This is to inform you that the competent authority has denied the DAB claims U/Pol.Nos.118704253, 133344077, 134273822 & 134178389 on the basis of data collected through social media and closure report of police, DLA died due to murder which was pre-planned by Gangster Sukhpreet Singh, who is better known as Sukha Gill Lamme. The Circumstances under which DLA was murdered based upon evidences available which prove that DLA was murdered in pre-planned ways to create terror in the area. Hon'ble National Commission has clearly defined the murder and accident which is as under "The difference between a murder which is not an accident and murder which is an accident depends on the proximity of the cause of such murder, if the dominant intention of the act of felony is to kill any particular person then such killing is not an accidental murder but is a murder simplicitor, while if the cause of murder or act of murder was originally not intended and the same was caused in furtherance of any other felonious act then such murder is an accidental murder." Kindly take an appropriate action of the above DAB claims at your end and inform the claimant accordingly."

The District Commission while dismissing the complaint of the complainant, vide impugned order, has relied on the Judgment of Hon'ble Supreme Court of India in the case of 'Smt. Rita Devi Vs. New India Assurance Co. Ltd. & Anr', 11(2000)CLT 192(SC), wherein it was observed as under:-

"The question, therefore, is can a murder be an accident in any given case? There is no doubt that murder, as it is understood in the common parlance is a felonious act where death is caused with intent and the perpetrators of that act normally have a motive against the victim for such killing. But there are also instances where murder can be by accident on a given set of facts. The difference between a 'murder' which is not an accident and 'murder' which is an accident, depends on the proximity of the cause of such murder. In our opinion, if dominant intention of the act of felony is the kill any

particular person then such killing is not an accidental murder but is a murder simplicitor, while if the cause of murder or act of murder was originally not intended and the same was caused in furtherance of any other felonious act then such murder is an accidental murder.”

The District Commission also relied on the judgement of the Hon'ble National Commission in the case of '*Prithvi Raj Bhandari Vs. Life Insurance Corporation of India Ltd. & Others*', decided on 26.05.2006 in F.A. 204 of 1999. (Supra). We agree with the proposition of law laid down by the Hon'ble Apex Court as well as Hon'ble National Commission, but the said judgements are not applicable to the facts and circumstances of the present case. In the present case, the stand of the respondents/OPs themselves is that the DLA was murdered by gangster Sukhpreet Singh @ Sukha Gill Lamme in a pre-planned way with the object of creating terror in the area. Further, from the perusal of FIR Ex.C-9 as well as closure report of DSP, City Moga (Ex.OP1&2/D), it appears that the DLA was killed as part of the criminal activities of the gangsters. The respondents/OPs have not brought any convincing material on record to establish that the DLA himself had any involvement in the incident or that his death was attributable to any act on his part. The respondents/OPs has relied on Ex.OP 1&2/G i.e. post of accused Sukha Gill Lamme, on social media, wherein he alleged that there was a matter/dispute with DLA, who instead of settling the same had approached the police authority, due to which he murdered the DLA. However, from the perusal of FIR Ex.C-9 as well as report of DSP Ex.OP1&2/D, the said fact has not been corroborated/proved. Nothing has been mentioned in the FIR and report of DSP qua alleged threat or any prior communications between the accused and the DLA.

Accordingly, the reliance of respondents/OPs on the said document Ex.OP 1&2/G is not sustainable as the same has no evidentiary value in the eyes of law unless the same has been proved. The investigation of police primarily points towards the involvement of the gangsters and their intention to create terror in the area. The intention of the assailants to commit murder and the question whether the resulting death falls within the meaning of accidental death under the insurance policies are two distinct matters. Merely because the death was caused by a pre-planned criminal act, it cannot automatically be concluded that the claim is not payable under the policies, especially in the absence of any terms and conditions. It appears that the respondents/OPs have adopted hyper technical approach to deny the Double Accident Benefit, for which the DLA was duly covered under the policy and was part of the policy terms. The respondents/OPs were required to establish that the circumstances of the death fell outside the coverage provided under the relevant policy terms. Further, the respondents/OPs have themselves relied upon Circular Ref. No. CO/CRM/607/23 dated 15.10.2007, concerning the settlement of Double Accident Benefit/Disability Benefit claims. The instructions referred under clause 6 of the said circular, are relevant, which are reproduced as under:-

“6. If a policyholder is murdered and there is nothing in the police investigation report and the charge sheet framed by the police to lead to suspicion of the murder being self provoked and the claimant is having a hand in it, our offices should not withhold/repudiate the claim/Accident Benefit Claim.”

As per above clause, where the policyholder is murdered and the police investigation report or charge-sheet does not raise any suspicion that the

murder was self-provoked or that the claimant had a hand in it, the claim for accident benefit should not be withheld or repudiated on that ground. Reliance has been placed by the learned counsel for the appellants on the Judgement of Hon'ble National Commission, in the case of '**Royal Sundaram Alliance Insurance Co. Ltd. Vs. Pawan Balram Mulchandani, in 2018(4)C.P.R.486**', wherein it has been held as under:-

“Consumer Protection Act, 1986 Section 19 Personal Accident shield insurance policy- Death claim repudiated on the ground that the death was not due to ‘accident’, but was a case of ‘murder simplicitor’ State Commission allowed the complaint and directed the OP to pay the insured amount of Rs.20,00,000/- with interest at the rate of 9% per annum from the date of repudiation along with cost of Rs.25,000/-- Hence this appeal- Commission held that the death of the insured was accidental, because the immediate cause of injury was not the result of any deliberate or wilful act of the insured and the untoward even that had occurred was not expected or designed by the insured- Held, that there is no illegality or irregularity or jurisdiction error in the order passed by the State Commission in respect of deficiency in service and the same is upheld and- Insurance co., is also directed to pay an amount of Rs.2,00,000/- as compensation-Appeal disposed of”

11. In view of the above discussion, we are of the considered opinion that the respondents/OPs have failed to justify the repudiation of the Double Accident Benefit merely on the ground that the murder of the DLA was pre-planned. The repudiation of the claim, without establishing that the circumstances of the death were excluded from the coverage under the policies that too, without bringing on record any terms and conditions/exclusion clause qua the same, amounts to deficiency in service. Accordingly, the appellants/complainants are entitled to the Double Accident Benefit under the four policies in question. The District Commission has wrongly dismissed the complaint filed by the

appellants/complainants, as such, the impugned order is liable to be set aside.

12. Sequel of our above discussion, we set aside the impugned order passed by the District Commission. Accordingly, the present appeal is hereby partly allowed against respondents/OPs. Resultantly, the complaint filed by the appellants/complainants is also partly allowed with the following directions to:-

- a) *Respondents/OPs are directed to pay double accident benefit under the insurance policies in question along with interest @6% p.a. from the date of repudiation of double accident benefit claim i.e.30.04.2021 till its realization, to the appellants/complainants in equal shares.*
- b) *Respondents/OPs are also directed to pay a composite cost of Rs.50,000/- on account of compensation and litigation expenses.*

13. The order be complied within a period of 60 days from the date of receipt of certified copy of the same.

14. The appeal could not be decided within the stipulated period due to heavy pendency of Court cases.

(H.P.S. MAHAL)
PRESIDING JUDICIAL MEMBER

(KIRAN SIBAL)
MEMBER

October 13, 2026

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