

DATE :23.09.24

NOTES FOR THE ADVOCATE

SUBJECT :

LICI has terminated MR VIJAY AGARWAL'S Agency and Forfeited his outstanding commissions totalling over 3.00cr . This commission accrued between 2005 -2024

LICI WITHHELD THE ABOVE COMMISSION BY INVOKING RULE 19(1) OF AGENTS RULE. UNDER THIS RULE , LICI IS STILL WITHHOLDING THE ACCRUED COMMISSIONS PENDING FROM 2006 TILL 2024 .

LICI HAS ALSO TERMINATED MR VIJAY AGARRWAL'S AGENCY UNDER RULE 10.1.A AND 10.1 .B

The following notes have been drafted in the following format :

LICI CHARGE

VIJAY ANSWER

1.LICI Charge No 1 :

You had introduced policies where the proposed documents were not signed by the Life Assured Sir Prasenjit Das and this was a case of forged signature You had introduced policies where the proposed documents were not signed by the Life Assured Sir Prasenjit Das

CHARGE 1:

VIJAY REPLY :

THE FOLLOWING ARE THE FIVE PROOF AND FOUR WITNESS WHO DECLARES THAT THEY HAVE PERSONALLY MET PRASENJIT DAS ON 12.03.04 AND 25.03.04 AND HAVE THEN GIVEN THE REPORTS

Proof 1: DATE 25TH MARCH 2004:

Dr Alope Choudhary LIC EMPANELLED DOCTOR:

Dr Alope Kumar Choudhary examined and Submitted Medical Examiners Confidential Report on the physical examination on Proposer .

Pl note that declaration in the Medical Examiner Report :

The Declaration states " THAT THE LIFE ASSURED HAS SIGNED /PUT HIS/HER THUMB IMPRESSION IN MY PRESENCE AFTER ADMITTING THAT ALL THE ANSWERS TO THE QUESTIONS 10 ONWARDS OF THIS LOAN HAS BEEN CORRECTLY RECORDED "

Proof 2 : 21/09/013

RE-Confirmation Letter Given in writing by Dr Alope Choudhary on 21/09/13 that he had examined Prasenjit Das on 25/03/04 and that Prasenjit Das had signed in his Presence . In the Reconfirmation , he once again says the following :

" That I physically examined Mr Prasenjit Banerjee on 25.03.04 for a new policy "

Please Note the following :

As per the Standard LIC signature verification process the LIC empanelled doctor was examines the Insured Person checks the person and also makes him sign infront of him.

This is the ONLY verification of signature needed by LIC. In the above case , the signature verification was done by the Empanelled Doctor Alope Choudhary was testified his signature on 25 th March 2004 and also reconfirmed that same through an Affidavit given on 29th Sep 2013

PROOF 3 : DATE -12.03.04

Statement of the LIC Empanelled - Dr DEBJI CHATTERJEE

Dr Debji Chaterjee examined and Submitted Electrocardiogram Report after doing the ECG Test :

Declaration by Medical Examiner Dr Debji Chatterjee : "That I hereby declare that the following statement and answers have been given by me after fully understanding the questions any and that they are true and complete in every particular respect and that no information has been withheld "

PROOF 4 : DATE -12.03.04

LICI Empanelled Laboratory :
Medilink Health Care , Kolkata
Dr C R Ghose
Dr L N Dhar

Two doctors who are Dr C R Ghose and Dr Dhar Jointly Verified Prasenjit Signatures and several blood reports of Prasenjit Das
Patient ID of Prasenjit Das : 004/001

PROOF 5: DATE -21.9.2013

LICI Empanelled Laboratory :
Medilink Health Care , Kolkata

Reconfirmation and Personal Declaration given on 21.09.13 by Dr Ghosh (MMBS ,MD , PHD)
confirming that he had conducted pathology tests on Prasenjit Das on 12.03.04 and reads as follows :

" On 12.03.04 , I had tested and given the following Blood Reports on blood of patient named Prasenjit Das "

2. LICI -Charge No 2 :

*All policies (first premium payments) were adjusted a proposal depo*sit vide BOC No 11657 Dt 13.02.04 in the name of Sri RL Gupta and no deposit was made in the name of the deceased policyholder , Sri Prasenjit Das .*

Allegation :The Premium for Prasenjit Das was adjusted vide BOC No 11657 in the name of Shri RL Gupta

VIJAY (AGENT)REPLY :

The first premium was adjusted against the BOC of RL Gupta .
This is true and also a practise which is commonly practised at LICI.

There is no rule , law in the LICI Agents Rule book which mentions that Prasenjit Das Premium cannot be adjusted against the BOC of Shri R L Gupta .

This adjustment of Premium is legitimate and an accepted practise in LICI. If otherwise pl show the Rule or Act which prohibits this.

Also pl note that LICl itself accepted the premium of Prasenjit Das against the BOC of Shri R L Gupta . And then they issue the Premium Receipt . By this ACT , they proved that this was legitimate .

Also after the Premium Money was collected against the Funds of Shri R L Gupta , LICl processed the Proposal with Four Levels LICl Underwriters and then the proposal was sanctioned and Premium Receipt Accepted and Policy Issued .

Adjustment of Premium Paid from the BOC of Mr R L Gupta cannot be the ground to disallow the claim. And also Mr R L Gupta also never objected

3.LICl Charge No 3:

The proposals resulted into the policies with no 423881681/82/82/83/84/85/86 on the life of Shri Prasenjit Das with Registration Date 16.04.04 .

VIJAY (AGNET REPLY)

ANS :THIS CLAIM BY LICl IS WRONG AS THE REGISTRATION DATE AS PER LICl DOCUMENT " THE REVIEW SLIP " CLEARLY SHOWS THE REGISTRATION DATE AS 31.03.04

There is no supporting document by LICl which could be presented to proved that the Policy was registered on 16.04.04. LICl has just Manufactured this Fictitious Date

In fact on the Contrary the Proposal was accepted , scrutinised by the LICl team and then the premium of accepted . Then the Policy Number was given Policy was issued with the policy number

The Review Slip was issued which has the Registration Date as 31.03.04

The Review Slip clearly shows that the date of Registration is 31.03.04.

The following Evidence that the Proposal was accepted , premium receipt was issued and the Policy Issued are as follows :

EVIDENCE 1 : The Review Slip showing registration date 31.03.04

In the Review Slip the REGISTRATION DATE IS 31.03.04 .

The review slip WAS be printed on 16.04.04 but that does not CHANGE THE DATE OF REGISTRATION which is mentioned as 31.03.04 is the review slip

EVIDENCE 2 : Premium Receipt was issued on 31.03.04. How could the premium receipt be issued before the date of Registration.

PREMIUM RECEIPT dated 31.03.04 issued against the payment and complete proposal submitted , accepted and approved after all due diligence done by LIC . Issuance of the Premium Receipt dated 31.03.04 is a confirmation that the contract is live and enforceability

Issue of Premium Receipts and its Legal and Enforceable AS LAW . PL READ THE FINE PRINT ON THE PREMIUM RECEIPT WHICH CLEARLY AND SPECIFICALLY MENTIONS THAT WITH THE ISSUANCE OF THE PREMIUM RECEIPT THE POLICY IS ENFORCEABLE .

The fine print on the premium receipt says as follows :

"The Acceptance of the payment places the Corporation at Risk from the date of Acceptance of the First Premium Cum Acceptance Receipt "

EVIDENCE 3 : LIC policy issued on 31.03.04 .

Registration date cannot be after the issuance of the Policy .

LIC has also given the policy number to the Insured thereby confirming the Enforceability of the Contract .

Pl note the fine print on the LIC Policy :

It is absurdity to even consider the that the proposal was registered on 16.04.04 against the following facts :

Premium Receipt is issued on 31.03.04 ,

Policy number given on 31.03.04

Registration Date as 31.03. 04 as mentioned in the Review Slip

4.LIC CHARGE 4

THAT THE HANDWRITING EXPERT OPINION THAT THE SIGNATURE DOES NOT MATCH

VIJAY -AGENT REPLY :

Pl note that the report of the Handwriting Expert cannot be Acceptable Evidence because of the following Reasons :

In all the reports there is the Signature of the Person Assured , who is Prasenjit Das and the second signature is of the Doctor who verified that the signature done by Prasenjit Das has been done in their Presence as per the Rule of LICl.

Now in case of doubting the very documents wherein both Prasenjit Das has signed and also LICl Empanelled Doctors have signed , the following part of the Handwriting Experts opinion is Missing :

Why were the Doctors Signatures not checked for Authenticity.

There were four senior LICl Empanelled Doctors who signed and confirmed that Prasenjit Das has signed in their presence on 12th March and 25th March 2004 respectively .

They once again through another letter dated 21/9/2013 reconfirmed that indeed Prasenjit Das , the Assured person has signed in their presence on 25th March and 12th march 2004.

IF LICl WAS CONFIDENT THAT INDEED ALL THE MEDICAL DOCUMENTS SIGNATURE WERE FORGED , THAT WHY DID NOT LICl ALSO VERIFY THE SIGNATURES OF ALL THE FOUR DOCTORS WHO VERIFIED THAT SIGNATURES OF PRASENJIT DAS AND SIGNED NEXT TO PRASENJIT DAS SIGNATURE IN THE MEDICAL FORMS.

We have four witness who are senior and well know doctors and also empanelled with LICl who CONFIRM IN WRITING that Prasenjit Das has signed in their presence on 12 th March 2004 and 25th March 2003 .

Why was Handwriting of the LICl Empanelled Doctors who verified and signed on the same documents as Prasenjit Das NOT VERIFIED ? WHY THIS SELECTIVE APPROACH .
IN ORDER TO TEST THE AUTHENTICITY OF THE MEDICAL DOCUMENT , BOTH PRASENJIT AND THE DOCTORS SIGNATURE HAS TO BE VERIFIED . VERIFYING ONLY PRASENJIT SIGNATURE AND LEAVING THE DOCTORS SIGNATUR UNVERIFIED MAKE THE DOCUMENT HALF AUTHENTIC AND NOT ADMISSABLE AS TRUE DOCUMENT TO PASS THE SCRUTINY OF THE COURT

HOW COULD LICl TAKE A SELECTIVE APPROACH IN PRESENTING THINGS AS EVIDENCE WHICH ARE ONLY HALF THE EVIDENCE . THIS ONLY GOES TO PROVE THE MALAFIDE INTENTION OF LICl

WHY WAS THE SIGNATURES OF THE FOUR LICl EMPANELLED DOCTORS NOT VERIFIED .

THIS QUESTION AND SELECTIVE APPROACH MAKES THIS HANDWRITING EVIDENCE DOUBTFUL AND CANNOT BE TAKEN AS EVIDENCE .

HOW COULD LIC DO SELECTIVE REPRESENTATION OF EVIDENCE , WHICH GOES AGAINST THE PRINCIPLES OF NATURAL JUSTICE, PRINCIPLES OF PROPORTIONALITY .

Is the handwriting report a bigger evidence than 4 respectable and empanelled doctors with LIC who have examined Prasenjit Das on 12th March and 25th March 2004.
Are the reports of the Laboratory fictitious ?

Also PLEASE NOTE THE FOLLOWING :

LIC HAS SUBMITTED the Handwriting Report given by Government Examiner FOR PRASENJIT DAS GIVEN BY MR VINOD KUMAR AND KB JENA.

WE HAVE ALSO THE HANDWRITING REPORT FOR PRASENJIT DAS SUBMITTED BY MR PUROSHATTAM CHATTERJEE. HE IS ALSO AN HANDWRITING EXPERT , WHO REGISTERED IN THE PANEL OF HIGH COURT WEST BENGAL .

HOW COULD LIC SELECTIVE ASSUMISE THAT REPORT BY ONE GOVERNMENT HANDWRITING EXPERT IS PROPER AND CORRECT THE OTHER IS NOT PROPER AND CORRECT .

AND MOST IMPORATANTLY IF THE DOCUMENTS AUTHENTICITY HAS TO BE JUDGED THE SIGNATURE VERIFICATION OF MR PRASENJIT DAS AND THE DOCTORS WHO VERIFIED AND SIGNED THEMSELVES NEXT TO PRASENJIT DAS SIGNATURES NOT VERIFIED .

WHAT IT REASON TO AUTHENTICATE HALD THE DOCUMENT BY LEAVING ONE SET OF SIGNATURE UNVERIFIED

5. LIC Charge No 5:

The said policies which resulted in the premature Death Claim ,the Life Assured Sri Prasenjit Das having died on 10.04.04 which was before the Registration of the policy even though the proposals were dated 25.03.04

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VIJAY REPLY :

Prasenjit Das : Died on 10.04.04

How can his family's claim on LIC be a case of Premature Claim against the following facts :

i. Date of Registration of Policy : 31.03.04 (As per your review slip)

Review Slip which is a LIC Document issued at the time when the policy is made , mentions very clearly that the **Registration Date as 31.03. 04.**

The Review Slip of LIC is an Authentic and Reliable document of LIC and Issued by LIC.

ii. Premium Receipt is issued on 31.03.04 ,

iii. Policy number given on 31.03.04

How can a policy which has already been issued on 31.03.04 and which is Enforceable in Law can be called a claim of Premature Claim .

Under which law is LIC denying its Liability ?

How can this be a case of Premature Claim?

6. LIC Charge No 6 :

On the basis of our investigation where the Signatures of the Life Assured on the proposal papers and related documents of the of the Policy were proved to be fake and no information about the death of the life assured was sent to the Corporation by Shri Vijay Agarwal.

Signatures of the Life Assured on the proposal papers and related documents of the of the Policy were proved to be fake

VIJAY REPLY :

Refer Answer 1. We have given 5 proofs

We have give 5 documents of proof by four eminent and respectful doctors who are also empanelled with LIC . Refer Point 1.

All the signature of the Assured Person signed in the presence of the above four Doctor and reports taken in their Lab.

How is the claim that the signature is fake .

A doubtful report of a handwriting expert procured by LIC in suspicious circumstances cannot stand legal scrutiny against the evidence of 4 Witness in whose presence the papers were signed .

One handwriting experts against four doctors with reputation who confirm that the signatures have been done in their presence and they have examined the Insured Person Personally on 12th march and 25th march 2004 .

The handwriting report has no locus-standi in this case . IT IS AN UNADMISSABLE DOCUMENT AS IT HAS ONLY THE SIGNATURES OR PRASENJIT DAS VERIFIED AND NOT THE DOCTORS WHO HAD SIGNED NEXT TO PRASENJIT'S SIGNATURE CONFIRMING THAT PRASENJIT DAS HAS SIGNED THE MEDICAL DOCUMENTS IN THEIR PRESENCE .

This " pick and choose " selective applicability of LICl evidence is unfair , arbitrary and unreasonable .

This is against the principles of Administrative law which has its genesis in the Principle of Proportionality.

7. LICl charge :

That no information about the death of the life assured was sent to the Corporation by Shri Vijay Agarwal

VIJAY REPLY :

The Delay in giving information about the death of the Life Assured is NO REASON TO DISQUALIFY THE CLAIMS AND ALSO CALL THIS IS CASE OF FRAUD .

The delay in intimation of the Death of the Insured person is not a mandatory obligation on the part of the Agent .

Also the agent can only inform LICl, only if he is informed by the family member about some incident happened in the family .

There is no rule in LICl which mandates that the Agent will be held responsible for dereliction of duty if does not inform about the Insured's Death .

LICl AGENCY TERMINATION AND FORFEITURE OF OUTSTANDING COMMISSIONS:

LICl TERMINATION ORDER FOR THE FOLLOWING :

fraudulent and fictitious activities VIJAY AGARWAL had performed in a manner prejudicial to good conduct and detrimental to the interest of the Corporation and had he has also displayed lack of Integrity and devotion to your duty as an agent of the Corporation . The Agent Vijay Agarwal had failed to discharge your function as set out in the Rule 8(2) (b) and 8(4) of the LICl of India Agents Rules 1972 .

8. LIC Charges and Allegation :

LICI Agents Rule read as follows :

Sec 8(2)(b) reads as follows : Make all reasonable enquiries in regard to the lives to be insured before recommending proposal for acceptance and bring to the notice of the Corporation any circumstances which may be adversely affect the risk to be underwritten

Section 8(4) reads as follows :Nothing contained in these regulations shall be deemed to confer any authority on an agent to collect any money or to accept any risk for or on behalf of the Corporation or to bind the Corporation in any manner whatsoever: Provided that an agent may be authorised by the Corporation to collect and remit renewal premiums under the policies on such conditions as may be specified .

VIJAY REPLY :

How does LICI prove that I have not made any reasonable enquiry . Only after the reasonable and proper enquiry the proposal was accepted by LICI and Policy Issued .

What the tenets of a "reasonable enquiry " as per LICI may be kindly explained by LICI and these tenets then be tested with my conduct of enquiry and LICI then mentions the points lacking in my reasonable enquiry .

9. LIC - TERMINATION OF AGENCY :

LICI ORDER OF TERMINATION OF AGENCY OF VIJAY AGARWAL :

“For good and sufficient reasons , therefore , I (LICI) propose to terminate your agency under the Rules 16. 1. a and 16.1.b of LIC of India Agents Rules 1972 and at the same time also propose to Forfeit all renewal commissions payable to you , under rule 19.1 read with Rule 10.6 of LICI of India Agents Rule”

LICI ORDER OF TERMINATION: Forfeit all renewal commissions payable to you , under rule 19.1 read with Rule 10.6 of LICI of India Agents Rule.

Agents Rule 19.1 reads as follows : In the event of the termination of the appointment of an agent except for fraud , the commissions on the premium received in respect of the business secured by him shall be paid to him

Section 10.6 of Agents Rules reads as follows :

Save as provided by regulation 19, no commission shall be payable to an agent after he has ceased to be such an agent

VIJAY DEFENSE

Under no circumstance can Section 19(1) read with Section 10(6) be invoked against myself and my commissions be discontinued.

Section 19.1 mentions that

"EXCEPT FOR FRAUD" , the commissions on the premium received in respect of the business secured by him shall be paid to him(Agent)

That LIC has maliciously invoked section 19.1 against myself the agent can be proved from the following facts :

Sec 17 of the Contract Act defines Fraud as act committed by a party to a contract with the intent to deceive another . Dictionary meaning of fraud is an act to deceive another by representing a fact which he knows is the untrue .

Supreme Court in the case of S P Chengalvaraya Naidu by LRs V Jagannath by LRs And Others (AIR 1994 SC 853) and Smt Shrisht Dhawan V M/s Shaw Brothers AIR 1992 SC 1955 makes the following observations :

FRAUD HAS TO BE INTERPRETED IN THE BACKDROP OF THE ATTENDANT CIRCUMSTANCES AND IS REQUIRED TO BE PROVED WITH STRICTEST STANDARD OF PROOF AND NOT BY MERELY ALLEGING THE CHARGE AS FRAUD .

Also the Supreme Court has observed that the **BURDEN OF PROVING SUCH SERIOUS ALLEGATION WAS ON THE RESPONDENT CORPORATION.**

In the above case , WHETHER IT IS A CASE OF FRAUD HAS TO TESTED FROM THE FOLLOWING 8 STEPS WHICH WENT INTO THE POLICY ISSUANCE BY LIC . AND LIC HAS TO BE PROVE THAT THERE WAS A CASE OF FRAUD IN THE 8 STEPS AS METIONED BELOW:

PL NOTE THAT AS PER SUPREME COURT ORDERS :

"FRAUD HAS TO BE INTERPRETED IN THE BACKDROP OF THE ATTENDANT CIRCUMSTANCES AND IS REQUIRED TO BE PROVED WITH STRICTEST STANDARD OF PROOF AND NOT BY MERELY ALLEGING THE CHARGE AS FRAUD"

1. **In March 2004 , A Proposed approaches an LIC Agent Vijay Agarwal for a Life Insurance Policy .** After verifying all identification documents and address of the proposer the Agent then starts the Application Process
2. **The Proposal was submitted with All medical Tests done** as per the requirements of LIC . Medical Tests being done by LIC empanelled doctors.
3. All Signatures Verified : **All signatures done by the proposer in the presence of the Medical Doctors and the signature of the Proposed verified by the LIC empanelled doctors .** All of this had been completed by 25th March 2004 .
4. **The proposal is Registered on 31.03.04 . The date of Registration is mentioned on the Review Slip** which is one of the documents generated at the time of the issue of the policy .
5. LIC then accepts the Premium for the Policy on 31st March and **issues Premium Receipt dated 31st march , 2004.** Acceptance of the premium by LIC against a policy make the policy enforceable from the time the premium receipt is issues .
6. **Premium amount was paid by Prasenjit Das through the outstanding credit of Mr R L Sharma** with LIC who is also an Policy Holder . This is called paying premium from BOC of Mr RL Sharma. LIC agreed to adjust premium payment from the BOC of Mr R L Sharma.
7. After collecting the Premium for Prasenjit Das policy , **LIC then issues the Policy by issuing the Policy Number which is written on the premium receipt issued by LIC on 31st March 2004.**
8. The **Person in whom name the policy has been issued dies** in a Road Accident on 10th April 2004.

For the above 8 Tests the respondent which is LIC need to prove that there was an intention to deceive ie there was in intention to Cheat for them to pass an Order under Rule 19.1 read with Rule 10.6 of LIC Agent Rules 1972.

Unfortunately LIC has FAILED IN ALL THE ABOVE 8 TESTS . ALL IT HAS BEEN DOING IS ALLEGATIONS . As per SC Order ,

FRAUD HAS TO BE INTERPRETED IN THE BACKDROP OF THE ATTENDANT CIRCUMSTANCES AND IS REQUIRED TO BE PROVED WITH STRICTEST STANDARD OF PROOF AND NOT BY MERELY ALLEGING THE CHARGE AS FRAUD .

All the LIC has been doing in mere allegation and not proving fraud as defined by the SC .

In fact it is LIC who is play fraud with the Agent whose accrued commissions it has been holding from 2006 till date under the grounds of mere allegations.

This " pick and choose " selective applicability of LIC evidence is unfair , arbitrary and unreasonable . This is against the principles of Administrative law which has its genesis in the Principle of Proportionality. The administrative law is expected to honour their statements of policy or intention and treat the Agents with full personal consideration without the abuse of discretion and selective Pick and chose policy.

10.LIC TERMINATION ORDER

Terminate your agency under the Rules 16. 1. a and 16.1.b of LIC of India Agents Rules 1972

The above rules read as follows :

"Termination of Agency for certain lapses :

16.1.a : If he has failed to discharge his functions as set out in regulation 8 to the satisfaction of the competent authority

16.1.b : If he acts in a manner prejudicial to the interests of the Corporation or to the interest of its policy holders

VIJAY REPLY :

My agency is now Terminated under Agents Rule 16.1 .a and 16.1.b.But my Agency cannot be terminated under the above as rules say as follows : "The agency will be terminated If agent has failed to discharge his functions as set out in regulation 8 to the satisfaction of the competent authority ". "The agency will be terminated If agent acts in a manner prejudicial to the interests of the Corporation or to the interest of its policy holders"

Both the above Allegations that

i. Under Rule 16.1.a , that I have failed to discharge his functions as per Rule 8 and

ii. Under Rule 16.1.b that I have acted in a manner prejudicial to the interests of the Corporation are absolutely baseless and without any concrete evidence

Let us once again test the above " failed to discharge my duties " and " Acted in a manner prejudicial to the Corporation" against the ten activities as mentioned above for getting the Proposal of Mr Prasenjit Das .

There is no evidence in the above 8 Steps of mine in getting the Policy done from LIC to show that I have failed to Discharge my Duties or " Acted in a manner prejudicial to the Corporation. The 8 Steps of mine to get the Policy Issued has been Mentioned above .

11.APPLICATION -PRAYER

VIJAY WRIT 5

That the order by LIC to withhold of my accrued commission u/s 19(1) read with rule 10.6 be pending since 2006 be immediately Quashed .

My accrued commissions pending since 2006 be immediately released .

The above accrued commission should also carry a rate of interest of 12% to be compounding half yearly .

That the order by LIC to withhold of my accrued commission u/s 16(1) a and 16(1) b under with my Agency was Terminated be Quashed and that my Agency be immediately reinstated alongwith my eligibility of all my accrued benefits