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**ALLAHABAD HIGH COURT (LUCKNOW BENCH)**

SINGLE BENCH

SMT. SAROJ — Appellant

Vs.

STATE OF U.P. AND OTHERS — Respondent

( Before : Narayan Shukla, J )

Writ Petition No. 4648 (M/S) of 2006

Decided on : 24-09-2013

**A. Insurance Law — Group Personal Accident Insurance Policy — Scope of Cover — Accidental Death — Interpretation of "violent, external and visible means" — Death due to snake bite — Petitioner's husband, a government employee on election duty, died from a snake bite — Insurance company refused claim, arguing death by snake bite is not "accidental" and not covered — Policy covers death resulting "solely and directly from accident caused by violent, external and visible means" — Court analyses dictionary definitions of "violent" — A snake bite involves the snake using physical force — Such an attack is unnatural and accidental, not natural or ordinary — Therefore, death by snake bite is an "accidental death" caused by "violent" means, covered by the policy — Reference to similar ruling by Orissa High Court where death by snake bite was held to be accidental. (Paras 1, 2, 3, 4, 5, 6, 7, 8, 9)**

**B. Insurance Claim — Entitlement — Interest on Delay — Petitioner (wife of deceased) entitled to insurance amount of Rs. 5,00,000 — Respondents are directed to pay the amount within one month from the order's communication — Interest at 12% per annum is awarded from the date of the husband's death until payment. (Para 10)**

**C. Words and Phrases — "Violent" — Interpretation in Accident Insurance Context — The term "violent" in an insurance policy describing the cause of an accident is to be broadly interpreted to include an incident where physical force is applied, such as a snake bite — This broad interpretation aligns with dictionary definitions and the intention to cover unforeseen and forceful external events. (Paras 6, 7, 8)**

Final Result : Allowed

**JUDGMENT**

Narayan Shukla, J.—Heard Mr. Tripathi B.G. Balak, learned Counsel for the petitioner as well as learned Standing Counsel. Briefly the facts of the case are described as under:

The petitioner claims herself as wife of Krishna Chandra, who was deputed on election duty during General Election of Parliament in the year 2004. Petitioner's husband was a Government employee working as a Pharmacist at Community Health Center, Amargarh district Pratapgarh. During the course of election duty he was deputed to work as a Presiding Officer of Polling Station No. 152, Kannya Primary School, Chandpur South, Pratapgarh, Vidhan Sabha Kshetra No. 102, Pratapgarh. The State Government by means of Circular dated 19th April, 2004 informed to all District Election Officers about its decision to provide the insurance cover to all the persons being on election duty. The election was to be held in three phases. The date of election of first phase was fixed on 26th April, 2004. In this phase of election the period of insurance cover was indicated as from 23.4.2004 mid-night to 27.4.2004 midnight, i.e., about four days.

2. Admittedly, petitioner's husband Krishna Chandra died on 26.4.2004 while he was on election duty. The Deputy District Election Officer, Pratapgarh through his letter dated 5th August, 2004 recommended his case for grant of insurance claim through his wife (petitioner) to the Insurance Company, namely, I.C.I.C.I. Lombard General Insurance Company Ltd., i.e., Opposite Party No. 4. However, Insurance Company refused to executed the insurance benefit to the petitioner on the ground that the Policy does not cover the death caused due to other than accident. In turn the Deputy Election Officer, Pratapgarh informed the petitioner that the Insurance Company had declined to extend the insurance benefits to her.

3. The reason of death of petitioner's husband is snake bite. The Insurance Company says that death due to snake bite is not an accidental death. Therefore, such a death is not covered under the cover of Insurance Policy.

4. Part II of Schedule of Group Personal Accident Insurance Policy speaks about the scope of cover. It says that the policy shall cover the death, permanent disability and partial disability, resulting solely and directly from accident caused by violent, external and visible

means independent of any other cause, arising out of and in course of election whilst discharging the election duties.

5. It is not in dispute that the death caused due to snake biting is not a natural death. It is also not the case of respondents that the deceased was suffering from any disease which became the cause of his death. The word "violent" has been defined by the different dictionaries.

6. The Webster's Third New International Dictionary defines the word "violent" as under:

- (1) Characterized by extreme force: marked by abnormally sudden physical activity and intensity,
- (2) furious or vehement to the point of being improper, unjust or illegal,
- (3) extremely or intensely vivid or loud,
- (4) produce or effected by force,
- (5) tending to distort or misrepresent
- (6) extremely excited.

The Oxford dictionary defines the word violent" as under:

1. Involving or caused by physical force that is intended to hurt or kill,
2. Showing or caused by very strong emotion,
3. Very strong and sudden

The word "violent" is defined by Collins English Dictionary as under:

1. Marked or caused by great physical force or violence a violent stab 2, (of a person) tending to the use of violence, esp. in order to injure or intimidate others 3, marked by intensity of any kind: a violent clash of colours 4, characterized by an undue use of force; severe; harsh 5, caused by or displaying strong or undue mental or emotional force; a violent tongue 6, tending to distort the meaning or intent: a violent interpretation of the text violently adv. ETYMOLOGY C14:from Latin violentus, probably from vis strength.

7. Thus, after reading the aforesaid definition, it is apparent that the incident caused by the forceful act can be said to be caused by violent. When the snake bites, definitely it uses its physical force in doing so. Therefore, the said attack of snake cannot be said to be natural or ordinary one but it is an unnatural accidental attack with physical force.

8. Therefore, I am of the view that death caused by snake biting is necessarily an accidental death caused by violent which is covered under the scope of cover as is provided in the

## Part II of the Schedule of the Insurance Policy.

9. In the same circumstances the High Court of Orissa dealing with the case of death due to snake bite held that such a death is unnatural/accidental death. Therefore, it is covered under the Insurance Policy and extended the benefit of Rupee Five Lac ( Rs. 5,00,000/-) of the insurance amount in favour of the claimant [Dhruba Chandra Behra v. National Insurance Co. Ltd. and others, W.P. (C) No. 11981 of 2009 decided on 13.1.2011].

10. Therefore, there is no iota of doubts that the death of the petitioner's husband is covered under the Insurance Policy. That being so, the petitioner being wife of the deceased is entitled to get the insurance amount from the respondents. In the result, the writ petition is allowed with the direction to the opposite parties to make payment of insurance amount, i.e., Rs. 5,00,000/- (Rupee five lacs) to the petitioner within one month from the date of communication of this order alongwith an interest at the rate of interest 12 per cent per annum accrued from the date of death of the petitioner's husband.