

exercise and performance of the powers and duties of his office or for any act done or purporting to be done by him in the exercise and performance of those powers and duties.

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Clause (1) of Article 361, reproduced above, does give immunity to the Governor from being answerable to any Court in the exercise and performance of powers and duties of his office. This provision cannot be interpreted to mean that the action of the Governor cannot be assailed in Court on the ground of *mala fides* on his part.

(15) In view of the discussion above, we find no merit in the writ petition and the same is dismissed *in limine*.

N.K.S.

Before R. N. Mittal, J.

DAMAN ANAND,—Appellant.

*versus*

LIFE INSURANCE CORPORATION OF INDIA,—Respondent.

Regular First Appeal No. 179 of 1971.

October 20, 1982.

*Life Insurance Corporation Act (XXXI of 1956)—Section 6—Life Insurance policy—Quarterly premium not paid on the due date—Policy providing for one month but not less than 30 days as period of grace—‘Month’—Interpretation of.*

*Held*, that the word ‘month’ as given in the relevant clause of the policy not being defined, its meaning as given in the dictionary is to be assigned to it to determine the grace period. According to the dictionary meaning it has to be understood as “any one of the twelve portions into which the conventional year is divided” under the British calendar and will, therefore, mean a space of time extending from any day to the corresponding day of the next calendar month. (Para 4).

*Regular First Appeal from the decree of the Court of the Senior Sub-Judge, Jullundur, dated the 12th day of February, 1971, dismissing the suit of the plaintiff with costs.*

H. L. Sibal, Senior Advocate with R. C. Setia, Advocate, for the Appellant.

D. V. Sehgal, Advocate with P. S. Rana & B. R. Mahajan, Advocates, for the Respondent.

Daman Anand v. Life Insurance Corporation of India (R. N. Mittal, J.)

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### JUDGMENT

Rajendra Nath Mittal, J. (Oral)

(1) The plaintiff has filed this appeal against the judgment and decree of the Senior Subordinate Judge, Jullundur, dated 12th February, 1971, dismissing her suit for recovery of Rs. 25,000.

(2) Briefly, the facts are that Tek Chand deceased, husband of the plaintiff, was insured with the defendant for a sum of Rs. 25,000,—vide policy No. 22290468, dated 28th June, 1966, which became operative from 10th June, 1966. The plaintiff is the nominee of her husband who died in a fatal accident on 11th October, 1968. She filed a suit for recovery of the insured sum on the ground that the Corporation had refused to pay the amount without any reasonable basis.

(3) The suit was contested by the Corporation *inter alia* on the ground that the deceased had not paid the last premium which became due on 10th September, 1968. According to it, the policy had lapsed on 10th October, 1968 after the expiry of grace period of one month. It was further pleaded that the deceased was earlier insured and the policy had lapsed on 28th October, 1963, for non-payment of premium. It is averred that if he had disclosed that fact earlier, the Corporation would not have issued the new policy and, therefore, the policy in dispute was void.

(4) The learned trial Court held that after the due date of payment of the premium it could be paid by the deceased within a grace period of one month, that is, upto 10th October, 1968, and because of non-payment of the premium, the policy had lapsed. It further held that on account of non-disclosure of the fact that the earlier policy had lapsed, the new policy could not be taken by him. In view of the aforesaid findings, the suit of the plaintiff was dismissed. She has come up in appeal to this Court.

(5) The main question that arises for determination is as to whether the policy in dispute had lapsed on 10th October, 1968, and if so, with what effect. The learned counsel for the appellant has argued that the month in the present case will be taken of 31 days instead of 30 days as the grace month in the present case starts in the month of September and ends in the month of October. According to him, if the month is taken to be of 31 days, then

taking into consideration the grace period, the policy would have lapsed on 11th October, 1968, the date on which Tek Chand died and the appellant is, therefore, entitled to the amount for which the deceased was insured.

(6) I have given due consideration to the argument but regret my inability to accept it. At the back of the policy, the words "Days of Grace" are defined as follows :—

"One month but not less than 30 days of grace are allowed for payment of yearly, half-yearly or quarterly premiums, and 15 days for monthly premiums. If death occurs within that period and before payment of the premium then due, the Policy will still be valid, and the Sum Assured paid after deduction of the said premium, as also the unpaid premiums falling due before the next anniversary of the Policy."

From a reading of the above clause, it is evident that the days of grace for payment of quarterly premium are 'one month'. "The word 'month' has not been defined in the policy and, therefore, ordinary meanings are to be given to it. This word has been defined in the Shorter Oxford English Dictionary, Third Edition, as "any one of the twelve portions into which the conventional year is divided; a space of time either (a) extending from any day to the corresponding day of the next calendar month (called 'a calendar month'), or.....". It is not disputed that the calendar used by the Corporation is the British calendar, that the deceased was liable to pay premium quarterly, and that the premium for the current quarter became due on 10th September, 1968. If the meanings given in the dictionary are assigned to the word 'month', the grace period in the present case expired on 10th October, 1968", and, therefore, the policy stood lapsed on that date. Consequently, the appellant is not entitled to the benefit of the policy.

(7) In view of the circumstance that the appeal is liable to be dismissed on this ground alone, it is not necessary to deal with the other plea taken by the Corporation in the written statement.

(8) For the aforesaid reasons, I do not find any merit in the appeal and dismiss the same. No order as to costs.

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N. K. S.