

GAHC010216762011



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/3946/2011

MRS. TARANGINI DEVI
W/O- LT. BALLAV SARMA, R/O VILL. and P.O.- GANDHIA, P.S.- BELSOR,
DIST.- NALBARI.

VERSUS

THE STATE OF ASSAM AND ORS
NOTICE THROUGH THE CHIEF SECY. TO THE CHIEF SECY. TO THE GOVT.
OF ASSAM, DISPUR.

2:THE EXECUTIVE ENGINEER
PWD
GUWAHATI ELECTRICAL DIVISION
CHANDMARI
GHY- 3.

3:THE SECY. TO THE GOVT. OF ASSAM
PENSION AND PUBLIC GRIEVANCES
DISPUR.

4:THE SECY. TO THE GOVT. OF ASSAM
FINANCE DEPTT.
DISPUR

Advocate for the Petitioner : MS.A K CHOUDHURY
Advocate for the Respondent : MR.I CHOUDHURY

BEFORE

HON'BLE MR. JUSTICE ACHINTYA MALLA BUJOR BARUA

O R D E R

03.01.2023

None appears for the petitioner when the matter is called. Heard Mr. R

Dhar, learned counsel for the respondents in the PWD and Mr. A Chaliha, learned counsel for the respondents in the Finance Department. Although earlier there was a request for the learned counsel for the Principal Accountant General (A&E), Assam to remain present and accordingly Mr. SK Medhi, learned counsel is present today, considering the nature of the grievance raised, we are not required to hear the Accountant General (A&E), Assam.

2. The husband of the petitioner Ballav Sarma, who was an Electrical Mistry in the Sub Divisional Office of the PWD Building Sub Division at Nalbari, died on 06.04.2010. On his death, by the order dated 02.01.2011 of the Executive Engineer, PWD, Guwahati Electrical Division, the petitioner was provided an amount of Rs. 30,000/- being the group insurance amount in respect of her deceased husband. the petitioner refers to an Office Memorandum dated 21.04.2010 which provides that in respect of Group-C employees, which admittedly was the deceased husband of the petitioner, the group insurance coverage had been increased to Rs. 2, 00, 000/-. The Office Memorandum specifically provides that the order as regards enhancement of the insurance coverage would be w.e.f. 01.04.2010.

3. If the enhancement is w.e.f. 01.04.2010 and the husband of the petitioner had died on 06.04.2010, admittedly by the provision of the Office Memorandum from which date the enhanced coverage would be applicable, would also cover the deceased husband of the petitioner.

4. The respondents by referring to the affidavit takes a stand that the enhanced subscription rate for the group insurance cover of Rs. 2, 00, 000/- would have been collected from the deceased husband of the petitioner for the month of April from his salary in May, 2010 and as he had died earlier, therefore, no subscription at the enhanced rate could be collected and therefore

the petitioner would not be entitled to the enhanced insurance coverage.

5. We have considered the objection of the respondents, but have noticed that there is no such condition in the Office Memorandum that the enhanced insurance coverage would also be effective only upon the respondents receiving the first higher rate of subscription from any given month. In the absence of such condition in the Office Memorandum, we are unable to accept the objection of the respondents.

6. Considering it to be a minor benefit to a widow of a deceased employee and that to where the enhanced insurance coverage is for welfare measure for the employees, we direct the respondents to pay the balance of the enhanced insurance coverage to the petitioner within a period of one month from the date of receipt of a certified copy of this order. The Executive Engineer, Nalbari Electric Division shall do the needful to arrange for the payment to be received by the petitioner and also to undertake the responsibility to inform the petitioner about this order and for the purpose a copy of this order be provided to Mr. R Dhar, learned counsel for the respondents in the PWD.

The writ petition is disposed of as indicated above.

JUDGE

Comparing Assistant