

GAHC010224052021



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

Case No. : WP(C)/7343/2021

CHALNGAIZUOL KHAWBUNG

W/O- LATE LALRAMULUN KHAWBUNG, R/O- FLAT NO. 3B, D.S. ENCLAVE,
HOUSE NO. 15, NAYANPUR, BYE LANE NO. 2, GANESHGURI, GUWAHATI-6,
KAMRUP(M), ASSAM

VERSUS

THE UNION OF INDIA AND 3 ORS

REP. BY THE SECRETARY TO THE GOVERNMENT OF INDIA, MINISTRY OF
DEFENCE, NEW DELHI.

2:THE PERSONAL OFFICER (CIVIL)
222 ABOD NARENGI CANTONMENT
C/O- 99 APO
P.O. SATGAON
DIST.- KAMRUP(M)
GUWAHATI-27
ASSAM

3:THE LIFE INSURANCE CORPORATION OF INDIA
REP. BY THE BRANCH MANAGER
LIC
GBO-II
GUWAHATI BRANCH
JNO 548
SILPUKHURI
GUWAHATI-03
DIST.- KAMRUP(M)
ASSAM

4:THE SR. DIVISIONAL MANAGER
LIFE INSURANCE CORPORATION OF INDIA

FANCY BAZAR
GUWAHATI-01
DIST.- KAMRUP(M)
ASSA

Advocate for the Petitioner : MRS. R RONGMEI

Advocate for the Respondent : ASSTT.S.G.I.

BEFORE
HONOURABLE MR. JUSTICE NELSON SAILO

ORDER

20.01.2023

Heard Mrs. R. Gongmei, learned counsel for the petitioner. Also heard Mr. S.K. Medhi, learned counsel for the respondent nos.1 & 2 and Mr. A.L. Mandal, learned counsel for the respondent nos.3 & 4.

2. The husband of the petitioner who was working as a Fireman under the Ordinance Organization expired on 06.05.2020 due to a road accident. During his lifetime he had subscribed an LIC Policy under Policy No.486610708 which commenced from 14.06.2018 with 14.06.2048 as the date of maturity. The monthly premium payable was Rs.2,646/-. It is said that the petitioner had also subscribed another policy with a premium of Rs.603/-.

3. As per the policy by which the monthly premium of Rs.2,646/- is collected through the employee, the subscriber of the LIC policy is to get the sum assured of Rs.10,00,000/- (Rupees ten lakhs) on maturity of the LIC. But the petitioner's husband expired on 06.05.2020 and as such, the petitioner claims for payment

of the sum assured which however was denied by the LIC. The petitioner, therefore, being aggrieved is before this Court.

4. According to the LIC, the premium for the month of February, March, April and May, 2020 was not paid although premium for June & July, 2020 was belatedly deposited in the month of September, 2020. On the other hand, it is the stand of the employer of the petitioner's late husband that a consolidated cheque for the month of February, 2020 in respect of the premiums payable by the Civilian Staff of the Organization including the petitioner's late husband was forwarded to the Branch Manager of the LIC on 04.03.2020. However, since there was no acknowledgement or the amount being debited from the Ordinance Account, several other communications were made to the Branch Manager, LIC on 14.12.2020 and 09.01.2021 amongst others. However, no response was made by the LIC. The employer has however taken the stand in their affidavit that the monthly premium for the month of June & July, 2020 was received and accepted by the LIC and the same in respect of the petitioner's late husband is liable to be refunded. The employer also claims of having refunded the monthly premium for the month of February to April, 2020 amounting to Rs.9,747/- to the petitioner on 02.05.2021. The question therefore which arises is as to whether the petitioner can be denied of the sum assured on account of non-deposit of the premium by the employer. There is no dispute to the fact that the LIC premium is to be deducted by the employer from the monthly salary of the employee and remitted to the LIC.

5. The learned counsel for the LIC, Mr. A.L. Mandal has produced a communication dated 16.12.2019 written by the Executive Director of the LIC

to all Zonal Managers/Regional Managers etc. on the subject "Applicability of Chairman's Relaxation Rules, 1987" (hereinafter referred to "1987 Rules") and Salary Saving Scheme (SSS), Ex-gratia for settlement of that claims under policies issued w.e.f. 01.01.2014. In the said communication, a clarification has been made in Clause 2(a) which is to the effect that Death Claims under SSS policies issued w.e.f. 01/01/2014 where the claims concessions are not applicable and having initial/intermittent gaps may be considered on ex-gratia basis subject to the condition that if there are only 1 or 2 initial gaps and where the total number of gaps including initial gaps does not exceed 3.

6. In the present case, it is the specific stand of the LIC that the premium for the February to April, 2020 was not deposited. The husband of the petitioner expired on 06.05.2020, which is in the 1st week of the month itself. Therefore, the gaps excluding the month of May, 2020 would only be 3 gaps. As such, the clarification issued vide the communication dated 16.12.2019 as referred to hereinabove, given the fact that there would be only 3 gaps, would only apply to the present case.

7. Under the above circumstance, this writ petition stands disposed of with a direction to the respondent LIC to examine the claim of the petitioner in the light of the clarification made to the 1987 Rules and take a decision within a period of 2 (two) months from the date of receipt of a certified copy of this order. Upon such consideration, if the finding of the LIC authority is in the affirmative the sum assured amount as due to the petitioner should be released without further delay. It is needless to mention herein that in such event, the

amount of premium which had been refunded to the petitioner by the employer would be liable to be refunded for further deposit with the LIC authorities.

The communication dated 16.12.2019 produced by the learned counsel for the LIC is retained in file and marked as 'X' for identification.

JUDGE

Comparing Assistant