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

Case No. : WP(C)/1803/2025

TAHANABI AZMIN BORA AND ANR
S/O-LATE SADIDUR RAHMAN,R/O-SANTIPUKHURI,P.O-SANTIPUKHURI,P.S-SIPAJHAR,DIST-DARRANG,PIN-784144

2: JEESHAN RIZBHI RAHMAN
REP.BY HIS NATURAL GUARDIAN TAHNABI AZMIN BORA
S/O-LATE SADIDUR RAHMAN
R/O-SANTIPUKHURI
P.O-SANTIPUKHURI
P.S-SIPAJHAR
DIST-DARRANG
PIN-78414

VERSUS

THE STATE OF ASSAM AND ORS
REP. BY ASSISTANT INSPECTOR GENERAL POLICE (ADMIN).
HEADQUATER-ULUBARI,GUWAHATI,ASSAM,PIN-781007

2:COMMANDANT 13 ASSAMPOLICE BATTALION
LILABARI
LAKHIMPUR

3:COMMANDANT 27 ASSAMPOLICE BATTALION
HEADQUATER-KHAJUABEL
UDALGURI (BTAD)
P.O-KOPATI
PIN-784113 DIST-UDALGURI

4:DEPUTY GENERAL MANAGER
(PBBU) STATE BANK OF INDIA SALARY PACKAGE ACCOUNTS
DEPARTMENT CENTRAL OFFICE 13TH FLOOR CORPORATE CENTRE
STATE BANK BHAWAN MADAME CAMA
ROAD

NIRMAN POINT MUMBAI
MAHARASTRA-400021
ITS LOCAL HEAD OFFICE AT GUWAHATI
ASSAM

5:DEPUTY GENERAL MANAGER (PBBU) STATE BANK OF INDIA
G.S ROAD
DISPUR
GUWAHATI
ASSAM. PIN-781006

6:THE GENERAL MANAGER ORIENTAL INSURANCE CO LTD
CB01 MUMBAI
(GSTIN-27AAACT0627R4ZW) ORIENTAL HOUSE 2ND FLOOR 7 JAMSHEDJI
TATA ROAD CHURCHAGATE MUMBAI
MAHARASTRA-400020

7:THE GENERAL MANAGER ORIENTAL INSURANCE CO LTD
REGIONAL OFFICE GUWAHATI
GODREJ BUILDING
G.S ROAD
ULUBARI PIN- 781007

8:MD CHAN MAHAMMAD ALIAS SAN MAHAMMAD
S/O- HASSAN ALI
R/O- SANTIPUKHURI
P.O-SANTIPUKHURI
P.S-SIPAJHAR
DIST-DARRANG
PIN- 784144

9:GOLSAHNARA BEGUM
W/O-MD.CHAN MAHAMMAD ALIAS SAN MAHAMMAD
S/O- HASSAN ALI
R/O- SANTIPUKHURI
P.O-SANTIPUKHURI
P.S-SIPAJHAR
DIST-DARRANG
PIN- 78414

BEFORE

HON'BLE MR. JUSTICE SOUMITRA SAIKIA

JUDGMENT

Advocates for the petitioner : Mr. AR Medhi, Advocate

Advocate for the respondents : Mr. S Dutta, Senior Counsel, Oriental Insurance co. Ltd.,
Ms. DD Barman, GA, Assam,
Mr. K Das, SC, State Bank of India
Mr. G Uddin, Advocate, R. No.8 & 9

- **Date on which Judgment was reserved : Open Court Dictation**
- **Date of Pronouncement of Judgment : 23.06.2026**
- **Whether the pronouncement is of the Operative Part of the Judgment : No**
- **Whether the full Judgment has been Pronounced : Yes**

JUDGMENT AND ORDER

Heard Mr. AR Medhi, learned counsel for the petitioner. Also heard Mr. K Das, learned Standing Counsel for the respondents no. 4 & 5, Mr. G Uddin, learned counsel for the respondents no. 8 & 9, Ms. DD Barman, learned State counsel for the respondents no. 1, 2 & 3 and Mr. S Dutta, learned Senior Counsel for the respondents no. 6 & 7, who has been requested by the Court to assist the matter on behalf of the Insurance Company, since none had represented pursuant to the notice being issued.

2. The petitioner no.1 is a widow of late Sadidur Rahman and the petitioner no.2 is their son. Late Sadidur Rahman was employed under the Assam Police Battalion. It is submitted that during the tenure of the service of the petitioner,

the employer, namely, the Assistant Inspector General of Police (Administration) entered into a Memorandum of Understanding (MoU) with the SBI for providing Personal Accident Insurance Cover to all employees working under the Police Department. In terms of the insurance cover, in the event of the death of the primary salary account holder, i.e., the employee, the insurance benefit shall be payable to the nominee registered in the salary package account of the deceased, where the account is held in a single name. In so far as the petitioner's late husband is concerned, he had a bank account in the State Bank of India (SBI) opened in single name and the nominee, in so far as the account is concerned, is, as reflected from the records, is the respondent no. 8, who is the father of the deceased employee. It is the submission of the learned counsel to the petitioner that after the demise of her late husband, she staked claims for the insurance benefits before the Police Department as a beneficiary of her late husband on her own behalf and on behalf of her minor son. The Police Department, however, declined to release the insurance amount in terms and conditions of the policy and it was informed that it is only the nominee registered in the salary package account of the deceased who will be treated to be the beneficiary for the purpose of the insurance claim. As the name of the respondent no. 8 is reflected in the bank account of her late husband as the sole nominee, the claim of the petitioner was not entertained by the respondent

authorities. Being aggrieved, the present writ petition has been filed.

3. The respondent no. 3 has filed the affidavit-in-opposition. It is stated in paragraph-7 of the said affidavit-in-opposition that as per the service sheet, the deceased Sadidur Rahman entered the name of his mother, namely, respondent no. 9, as a nominee in the service sheet. However, after the death of the employee, his wife, namely, the petitioner no. 1, submitted an application along with the next-of-kin certificate to the office of the respondent authorities requesting to enter her name along with her son's name in the service sheet. On such request and on the basis of the next-of-kin certificate, the name of the petitioner no. 1 and her son were entered into the service sheet. As per the agreements made in the affidavit, the payment of leave encashment/ GIS savings and Insurance total amounting to Rs 5,23,430/- has been drawn and deposited in the SBI account No.43266489850, which is the account number of the writ petitioner, vide Bill No.369 dated 25/11/2024 for an amount of Rs.3,04,545/-, Bill No.370 dated 25/11/2024 for an amount of Rs.2,00,000/- and Bill no.371 dated 25/11/2024 for an amount of Rs.18,885/-.

4. The SBI authorities have also contested the matter and filed their affidavit, wherein, at Paragraph- 4, it is stated that in terms of the MoU entered with the Assam Police on 22.03.2024, all Assam Police Personnel are eligible for

personal accident insurance, coverage of Rs. 75 lakhs, provided the said police personnel is having a salary account with SBI and the salary is being credited to SBI. It is stated that the claim for which insurance benefit has been submitted by the father of the deceased employee, namely, the respondent no.8, which, however, is pending for want of certain documents. It is stated that in terms of the MoU, the insurance benefits is only to be released to the nominee whose name is reflected as a nominee in the salary account maintained by the deceased employee. Since the name of the father-in-law of the writ petitioner, namely, the respondent no.8 is shown to be a nominee in the salary account, the bank has to release the amount in favour of the nominee in terms of the MoU executed by and between the parties. It is further submitted that in terms of the Clause 10 of the MOU dated 22.03.2024, all the relevant correspondences including the claims made on behalf of the deceased police personnel will be forwarded to the Insurance Company, namely, the Oriental Insurance Company and thereafter, the claim settlement will be entirely the responsibility of the Insurance Company and the bank will have no liability towards any claim of dispute or continuation of the insurance benefits in respect of the policy holder.

5. It is submitted that all correspondence pertaining to the claims made by the deceased police personnel has been forwarded to the Oriental Insurance Company and ultimately, it is insurance company who had to settle the claims of

late Sadidur Rahman.

6. Mr. S Dutta, learned Senior Counsel appearing for the Oriental Insurance Company submits that the terms of the Insurance Company is very clear and there is no dispute that the amount has to be released to the nominee of the deceased employee and as per the records, the name of the nominee of the deceased employee is the respondent no.8. He, however, submits that any claim with regard to any other stake holders who claim to be legal heirs will have to be made as per the procedure prescribed under the law. So far as the contract agreement /MOU is concerned, the benefits is required to be availed by the nominee whose name is reflected in the bank account.

7. Mr. G Uddin, learned counsel for the respondents no. 8 & 9 submits that in the affidavit-in-opposition filed by the respondents no.8 & 9 it is clearly mentioned in Paragraph-7 & 8 that in so far as the policy is concerned, it is the father of the deceased whose name has been shown as a nominee and the deceased employee's mother is shown as the nominee in the salary account. It is submitted that from the records it is clear that the deceased son wanted to keep the parents as nominee even after his marriage and he had submitted these particular before the employer. It is submitted that since there is already nominee specified, there is no question of the writ petitioners claiming the

amount and the same has to be released to the nominee specified. Mr. G Uddin, however, on instructions submits that he is willing to share 50% of the amount with the writ petitioner subject to such concurrent of the petitioners.

8. Learned counsel for the petitioners places reliance of the Apex Court rendered in *Smt. Sarabati Devi & Anr. Vs. Smt. Usha Devi* reported in (1984) 1 SCC 424. In terms of the said judgment, learned counsel for the petitioner submits that mere nomination will not have the effect conferring the nominee any beneficial interest of amount payable under the Life Insurance Policy of the death of the assured, as the nominee only indicates the hand who is authorized to receive the amount. The amount, however, can be claimed by the heirs of the assured in accordance with law of succession governing them. It is submitted that as per the Muslim Personal Law, the petitioner, being the widow of a government employee, is entitled to 1/8 of the total share and the parents of the deceased employee, namely, the respondents no. 8 & 9 are entitled to 1/6 share each and the remaining portion to be given to the son. He, therefore, submits that if the respondents no. 8 & 9 agree to share the amount of insurance benefits in the ratio as prescribed under the Muslim Personal Law, the petitioner has no difficulty in accepting the same.

9. Considering the submissions made by the learned counsel for the parties

and taking into consideration the pleadings available on records and also the judgment rendered by the Apex Court in *Smt. Sarabati Devi (supra)*, it appears before the Court that the dispute between the petitioner and the respondents no. 8 & 9 is with regard to the claims of the Insurance Policy. The deceased employee as also the petitioner and the respondents no. 8 & 9 belong to the Mohammadan community and it is submitted that they governed by the Muslim Personal Law under which the claims of the widow of the deceased will be 1/8, the claims of the parents will be 1/6 each and the balance would be available for the son. This claim, however, has admittedly not been made by the petitioner, as on date, before the competent court having jurisdiction to entertain claims under the law of succession as well as Muslim Personal Law. The apprehension expressed by the petitioner no.1 is that if the entire amount is not released in favour of the writ petitioner no.1 then it may affect her claim to the said amount. The agreement executed by and between the Police Department and the SBI has been carefully perused. As per the MoU available in the affidavit filed by the SBI, it is clearly mentioned therein that the claims regarding the Insurance Policy are to be submitted directly to the Insurance Company and the settlement and the dispute between the claimant and the Insurance Company are to be settled by the Insurance Company. The Bank is not generally made a party to resolve such disputes.

10. The general guidelines annexed to the policy state that, in the event of the death of the primary salary account holder, the beneficiary shall be the nominee recorded in the salary account of the deceased. From the pleadings it is seen that the dispute is between the petitioner no.1 and the respondent no.8 regarding the share of insurance package which was subscribed to the deceased employee in terms of the MoU. The claims made by the petitioners in terms of the Law of Succession and the Muslim Personal Law will have to be determined vis a vis the claims made by the respondents no. 8 & 9 by the competent Court having jurisdiction in such matter. Considering that such matter will require adducing proper evidence, this Court is of the opinion that it is not a matter which will be dealt by the Writ Court as there are likely to be disputed question of facts and the requirement of adducing proper evidence will have to be taken recourse to by the Court before arriving at a conclusion regarding the *inter se* claim of the writ petitioners and the respondent no.8 and 9 in terms of the Law of Succession and the Muslim Personal Law. While it has to be accepted that mere reflection of the name of the person as a nominee will not disentitle other claimant otherwise entitled as per the Muslim Personal law or the Law of Succession, the fact remains that the claims of the petitioners under the respective law vis a vis the claim of the respondent no.8 & 9 will have to be determined by the competent court of jurisdiction. As on date, the petitioners

have not taken recourse to such proceedings. During the course of hearing it is submitted by the learned counsel for the petitioners that on instructions, they are taking steps to pursue their clams before the Competent Court of jurisdiction in respect of the claims made under the Law of Succession and the Muslim Personal Law. If that be so, then the claims of the writ petitioner vis a vis the claims of the private respondents no. 8 & 9 will have to be left to be determined by the Court of competent jurisdiction on the basis of the procedure prescribed under the provisions of law applicable.

11. Under such circumstances, this Court refuses to exercise its jurisdiction to determine the rights of the writ petitioners in respect of the claims made without there being any proper materials before the Court and without adducing proper evidence. However, disposal of the writ petition will not act as a bar for the petitioners to approach the competent court and stake claims in terms of the Muslim Personal Law and Law of Successions. It is submitted by the learned counsel for the petitioners that they would take immediate steps to pursue their claims before the competent Court.

12. Under such circumstances, since the amount of insurance claimed has not yet been disbursed, the writ petition stands closed, directing the respondent authorities, more particularly, the Oriental Insurance Company as well as the

State bank of India Authorities not to disburse the claims of the late husband of the writ petitioner no.1, namely, late Sadidur Rahman for a period of 30 (thirty) days or untill such order is passed by the competent Court of Civil Jurisdiction, if the petitioners approach such forum.

13. In terms of the above, the writ petition stands disposed of.

JUDGE

Comparing Assistant