

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 02.07.2026

CORAM :

**THE HONOURABLE MR.JUSTICE C.V. KARTHIKEYAN
and
THE HONOURABLE MR.JUSTICE R.SAKTHIVEL**

WA.(MD)No.929 of 2026
and
CMP.(MD)No.8068 of 2026

1.The Zonal Manager,
Zone Office,
State Bank of India,
Madurai.

2.The Branch Manager,
State Bank of India,
Periyakulam Branch,
Theni District.

...Appellants

Vs.

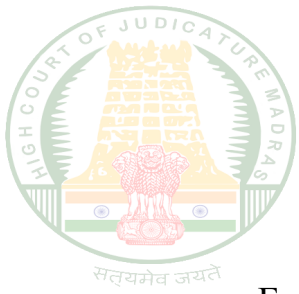
1.Banumathi

2.The Director of Treasury and Accounts,
Department of Treasury and Accounts,
Anna Salai, Nanthanam,
Chennai.

3.The District Treasury Officer,
District Treasury,
Theni, Theni District.

... Respondents

PRAYER:- Writ Appeal filed under Clause 15 of the Letter Patent Act against the order passed in WP.(MD)No.36679 of 2025 dated 06.03.2026.



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For Appellant : Mr.N.S.Karthikeyan
For Respondents : Mr.S.I.Muthiah (R2 & R3)
Counsel for State

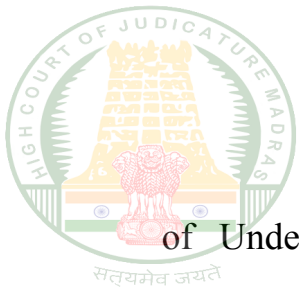
JUDGMENT

(Judgment of the Court was delivered by **C.V. KARTHIKEYAN, J.**)

The second and fourth respondents in W.P.(MD)No.36679 of 2025, aggrieved by the order of the learned Single Judge dated 06.03.2026, are the appellants herein.

2.W.P.(MD)No.36679 of 2025 had been filed by the first respondent herein seeking a direction in the nature of writ of mandamus against the respondents therein to disburse the insurance amount in accordance with G.O. (Ms) No.113 dated 14.05.2025 by considering her representation dated 10.10.2025.

3.The facts of the case are that the husband of the writ petitioner, who was serving as an Assistant Director in the Animal Husbandry Department and rendered 13 years of service and was transferred to Veterinary Dispensary, Veerapandi, died on 12.07.2025 owing to kidney related problems. It had been contended that the Government of Tamil Nadu had entered into a Memorandum



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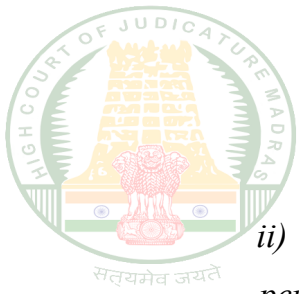
of Understanding with 7 empanelled Nationalized Banks, including the appellant herein/ State Bank of India on 19.05.2025. This Memorandum of Understanding had been entered into to provide insurance coverage (Personal Accident and Term Life) to permanent, regular Government employees, who maintain their salary accounts with the bank.

4.It is not in dispute that the late husband of the writ petitioner was a permanent employee and therefore, entitled to be one of the beneficiaries under the Memorandum of Understanding. It is also not in dispute that he was having a salary account in the appellant Bank /State Bank of India and therefore, was entitled, if eligible, under the Memorandum of Understanding entered into by the Government with the State Bank of India.

5.It is to be noted that the Memorandum of Understanding was entered into by the Government on 19.05.2025 with the appellant bank/ State Bank of India. In the said Memorandum of Understanding, the term Government Employee had been stated to mean as follows:

“2. 'Government Employee' means

i) Regular and permanent employees of State Government and regular employees of various Boards constituted by the State Government including Teachers/ professors of aided School, Colleges, Universities.



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ii) *Regular and permanent Police personnel of State Government and permanent employees & Jawans of Homeguard (except PSP Silver Homeguard).*”

5. Late husband of the writ petitioner came under this categorization. It is also to be noted that the insurance coverage would be applicable to group term life insurance and personal accident insurance. Meaning of accident is stated as follows:

*“3. **Accident**” An Accident means a sudden, unforeseen, and involuntary event caused by external, visible, and violent means.”*

6. The group term life insurance would mean as follows:

*“6. **Group Term Life Insurance** means a life insurance policy that pays a death benefit only if the insured employee dies during the policy term due to illness or otherwise, under the insurance policy.”*

7. The personal accident insurance would mean as follows:

*“7. **Personal Accident Insurance** means an insurance policy that shall be payable on death/ disability of the insured employee, due to an injury sustained in an accident on occurrence of death/ disability.”*

8. This insurance is also extended to permanent total disability and permanent partial disability. The late husband of the petitioner died due to



illness/ kidney failure and therefore, it is not in dispute that his surviving legal heirs would be eligible to receive the insurance amount.

9.The only issue is with respect to the date on which the insurance coverage had come into effect. The particulars of date had been given as follows:

“III. Group Term Life Insurance (GTLI) and Personal Accidental Insurance (PAI) in the event of Death of the employee:

1. The benefits of Group Term Life Insurance will be made available from 22nd of the succeeding month in which the MoU is signed subject to providing of the required personal data of employees (Account Number, Name, Gender, Date of Birth and organization name etc.) by the State Government in proper format as desired by the insurance company by 5th of the month.”

10.The interpretation of the aforementioned paragraph was the issue to be decided in the present petition and also in the writ appeal.

11.The Memorandum of Understanding was entered into on 19.05.2025. The aforementioned proviso states that the group term life insurance would be made available from the 22nd day of the succeeding month. There was one clause, which the Government had to satisfy, namely they had to give the



details of the eligible employees on or before the 5th of the month. When they had signed the Memorandum of Understanding on 19.05.2025, the first possible date within which they could give the personal details of their employees would be 05.06.2025. The Government had given the details by 05.06.2025. This fact is not disputed. Once this had been given, then the earlier clause that the policy would be made applicable from the 22nd day of the succeeding month from the date of signing of the Memorandum of Understanding, would indicate that the policy would come into effect from 22.06.2025.

12.The husband of the petitioner died on 12.07.2025, on that date, the policy had already come into effect. The appellants are therefore, liable to effect their payment under the Group Insurance Scheme. The learned Single Judge had given the same interpretation and we affirm that part of interpretation.

13.The learned Counsel for the appellants placed reliance on the counter affidavit of the Treasury Officer, Madurai, wherein he had given his own interpretation by stating that the group insurance policy would come into effect only on 22.07.2025. That interpretation by the Treasury Officer had been rejected by the learned Single Judge. We also reject the same.



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14. We have given our reasons as to why the insurance should have come into effect on and from 22.06.2025. There are no merits in the writ appeal. Accordingly, the writ appeal stands dismissed at the time of admission itself. No costs. Consequently, connected miscellaneous petition is closed.

[C.V.K, J.] [R.S.V, J.]
02.07.2026

Index : Yes
Neutral Citation : Yes
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R.SAKTHIVEL, J.**

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