



2026:UHC:3305-DB

Judgment Reserved on:24.04.2026
Judgment Delivered on :30.04.2026

IN THE HIGH COURT OF UTTARAKHAND AT NAINITAL
THE HON'BLE CHIEF JUSTICE MR. MANOJ KUMAR GUPTA
AND
THE HON'BLE JUSTICE MR. SUBHASH UPADHYAY
Special Appeal No.114 of 2026

Uttarakhand Gramin Bank -----Appellant

Versus

Damyanti Negi and Others -----Respondents

Presence:-

Mr. Ashish Joshi and Mr. Shobhit Joshi, learned counsel for the appellant.

Mr. M.K. Ray and Mr. Harsh Taneja, learned counsel for the respondents.

JUDGMENT : (per Mr. Subhash Upadhyay J.)

1. This intra-court appeal is directed against the judgment and order dated 19.03.2026 passed by learned Single Judge in WPMS No.2446 of 2022, "Damyanti Negi Vs. State of Uttarakhand and Others" whereby the writ petition filed by respondent no.1 /writ petitioner assailing the communication dated 21.05.2022 issued on behalf of the appellant bank was allowed and directions were issued to the appellant to



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pay to respondent no.1/writ petitioner an amount of ₹25 lakh under the “Complimentary Police Accidental Death Insurance Cover” scheme, due to the accidental death of late Narendra Singh Negi (husband of the writ petitioner/ respondent no.1) along with interest @ 5% per annum from the date of her entitlement till actual payment is made.

2. Learned counsel for the appellant submits that the UK Gramin Bank introduced a scheme known as “Complimentary Police Accidental Death Insurance Cover” which came into effect from 12.04.2021. The scheme intended to provide accidental death insurance cover to police personnel whose salary was being distributed through the account maintained with the bank. Appellant was not at fault in not providing benefit of the scheme to the writ petitioner / respondent no.1 as the name of the husband of respondent no.1/ writ petitioner was not included in the list of 676 employees submitted by the Police Department. He submits that in reply to the notice sent by an advocate on behalf of respondent no.1/ writ petitioner, the appellant bank has informed her about the said fact through communication sent on their behalf by their advocate on 21.05.2022.



3. Per contra, learned counsel for respondent no.1 submits that husband of respondent no.1/writ petitioner late Narendra Singh Negi was serving as constable in the Uttarakhand Police and was on deputation with the State Disaster Response Force (SDRF) on the post of driver and died in road accident on 07.08.2021 during the course of employment and left behind him the writ petitioner / respondent no.1 and three daughters. The husband of respondent no.1/writ petitioner had salary account with the appellant bank and the said salaried bank account no.76009501185 was in operation since 2015 till the date of death i.e. 07.08.2021.

4. Respondent no.1/writ petitioner made a representation to the appellant bank for providing the benefit of the said scheme whereunder she was entitled to the payment of ₹25 lakhs, however, vide impugned communication dated 21.05.2022 issued on behalf of the appellant, she was informed that the payment cannot be made as the name of her husband was not included in the list of employees sent by the Police Department.

5. Learned counsel for respondent no.1/ writ petitioner submits that the "Complimentary Police



Accidental Death Insurance Cover” was a beneficiary scheme and the prerequisite condition for its applicability was that the police personnel concerned maintained a salary account with the appellant bank and it was in the running condition. The premium towards the said insurance scheme was to be paid by the bank. As all the aforesaid conditions stood fulfilled, the mere fact that the name of her late husband was not included in the list of 676 employees sent by the Police Department cannot be a valid ground to deny benefit of the said scheme.

6. Heard learned counsel for the parties and perused the record.

7. The fact which are not in dispute in the present case are that husband of the writ petitioner/ respondent no.1 was an employee of the Police Department who was having a salaried account in the appellant bank. The scheme operated by the appellant bank was a beneficiary scheme which provided insurance cover to the police personnel (irrespective of their cadre) having salaried account with the appellant bank and the premium was to be paid by the bank itself. In this regard the letter dated 19.04.2021 sent by the General Manager of the appellant bank enclosed as



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Annexure No.2 to the writ petition which was addressed to the Director General of Police, Uttarakhand, Dehradun is relevant which reads as under:

"L.No 2021-22/UGB/HO/Pig/94 Date:19.04 2021

The Director General of Police,
Uttarakhand Police
Dehradun

Dear Sir/Madam,

Complimentary Personal Accidental (Death) Insurance cover for Rs.25 Lacs for each Police Personnel (irrespective of their cadre) having salary account with UGB

In continuation of our letter no UGB/PLG/2020-21/3820 dated 23.03. 2021, we advise that we have arranged Complimentary Personal Accidental (Death) Insurance cover from National Insurance Co. Ltd. (NICL) for Rs.25 Lacs for each Police Personnel (irrespective of their cadre) having salary account with UGB at our cost and insurance starts w.e.f 12.04.2021

2. Nominee details of Police Personnel available in their salary accounts have been shared with the Insurance Company. As details of nominee for all the salary accounts are not available in our data base so for the remaining salary accounts nominee details have to be submitted to the insurance Company, at the earliest.

3. New addition/deletion of salary accounts will be amended at monthly. Please note that accounts opened during the month before 10th of each month, will get insured in the subsequent month after credit of first salary. Similarly, if salary does not get credited in any account continuously for three months, no insurance cover will be available to the concerned Police Personnel, from fourth month onwards.

4. List of total 676 police salary account holders, provided to us through our Regional Offices, to whom insurance cover is being provided along with the details of nominees for 438 accounts available in our data base is being mailed on phobudget.sec6@gmail.com with this letter We



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request you to advise the remaining concerned staff to provide nominee details at their Home branch, at the earliest, to enable us to submit the same to the Insurance Company.

5. Please be advised with the terms and conditions of Insurance Company as under

a) The policy will be for existing as well as new Police Personnel Salary Package Account holders

b) The Personal Accident Insurance Cover will be available to only Police Salary Account Holders of Uttarakhand Police Department

c) The Personal Accident cover will be available even in case of death in a Terrorist/Naxalite action as per standard Group Personal Accident insurance Policy.

d) intimation of claims should be submitted immediately within 3 Months of accident. e) Competent Authority at NICL will review the policy in every 3 months to take decision for continuation of policy.

1) Sustain death resulting solely directly from accident caused by external, violent and visible means. the sum hereinafter set forth in respect of any of the Insured persons specified in the Schedule

g) Accidental Death under the influence of intoxicating liquor or drugs Not Covered

h) Other terms & conditions as per standard GPA Policy.

Yours faithfully,

General Manager

Encl. List of 676 salary account holders (by Email)"

8. The contents of the aforesaid letter clearly stipulates that the benefit of the said scheme was available to the police personnel having a salaried account in the bank. Clause-3 of the aforesaid letter also stipulates that the account opened during the



month before 10th of each month would get insured in the subsequent month after credit of first salary. Similarly, if the salary does not get credited in the account continuously for three months then no insurance cover would be available to the concerned police personnel from the 4th month onwards.

9. Further Clause-5(b) of the said letter also clarifies that the Accidental Death Insurance Cover will be available to only salary account holders of the Uttarakhand Police Department. Thus, the pre-requisite for the benefit of the said scheme was a salary account in the appellant bank which is in operation and in which salary is credited regularly.

10. We have asked learned counsel for the appellant as to whether premium was to be paid by the bank and learned counsel for the appellant bank fairly admits that the premium was to be paid by the bank itself and the said fact is also borne out from the letter dated 19.04.2021.

11. The appellant bank does not dispute that husband of the writ petitioner/ respondent no.1 had a salaried account in the bank and there was no default in credit of salary, however, only ground for denial of claim is that the name of the husband of the writ petitioner/



respondent no.1 was not included in the list of employees sent by the Police Department.

12. The “Complimentary Police Accidental Death Insurance Cover” is a beneficial scheme and the requisite condition of a salary account being in operational condition was fulfilled by the husband of the writ petitioner /respondent no.1 as such the stand of the appellant that the husband of the writ petitioner/ respondent no.1 was not entitled for the benefit of the said scheme is bereft of merit and is against the material available on record. The said contention of the appellant was rightly discarded by the learned Single Judge. The learned Single Judge has dealt with the said aspect in detail in paragraph no.12 and 13 of the impugned order which reads as under:

“12. Having heard the learned counsels for the parties and after perusal of the material on record. This finds that the core issue which arises for consideration is whether the petitioner can be denied the benefit of the "Complimentary Police Accidental Death Insurance Cover" scheme solely on the ground that the name of her deceased husband was not included in the list of employees covered under the scheme. It is not in dispute that Late Narendra Singh Negi was a police personnel, that he was maintaining a salary account with the respondent-bank since the year 2015, and that he died in a road accident on 07.08.2021 during the course of service. It is also not in dispute that the scheme in question came into effect on 12.04.2021 and was applicable to



police personnel having salary accounts with the respondent-bank, and that the premium under the scheme was to be borne by the bank itself. The only ground for denial of the claim of the petitioner is that the name of the deceased was not included in the list of employees prepared for coverage under the scheme. This Court is of the considered view that such a ground cannot be sustained. The omission to include the name of the deceased is clearly an administrative lapse arising out of lack of coordination between the respondent-bank and the police department. The petitioner cannot be made to suffer for such lapse, which is wholly beyond her control.

13. Further, the respondent-bank cannot plead lack of knowledge of the status of the deceased, inasmuch as the salary of the deceased was being credited in his account maintained with the bank for several years and even a loan had been sanctioned against the said account. The contention that no premium was deposited in respect of the deceased is also misconceived, as the scheme itself provided that the premium was to be borne by the bank. The respondent-bank cannot be permitted to take advantage of its own omission. The action of the respondent-bank, in denying the benefit of the scheme to the petitioner while extending the same to other similarly situated employees, is arbitrary and violative of Article 14 of the Constitution of India. The inter se stand of the respondents seeking to shift responsibility cannot defeat the legitimate claim of the petitioner.”

13. In view of the above discussion, we are of the considered view that the judgment and the order passed by the writ court does not suffer from any infirmity and we are not inclined to take a different view than the view taken by the writ court. The special



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appeal filed by the appellant bank fails and the same is dismissed.

14. Pending application, if any, also stands disposed of.

(MANOJ KUMAR GUPTA, C. J.)

(SUBHASH UPADHYAY, J.)

Dated:30.04.2026

SS

**SUKHBANT
SINGH**

Digitally signed by SUKHBANT SINGH
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