**IN THE HIGH COURT OF JUDICATURE AT PATNA**
**Civil Writ Jurisdiction Case No.3877 of 2015**

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Meera Devi @ Mira Devi, W/o Late Ashok Kumar Prasad, Resident of Village- Nawtan, P.O.- Nawtan, P.S.- Ekma, District- Chapra, Bihar,

.... .... Petitioner

Versus

1. The Union of India through Additional Directorate General of Manpower (Policy & Planning) M.P.S. (d), Adjutant General's Branch Integrated H.Q. of MOD (Army), West Block- III, R.K. Puran, New Delhi-11006,
2. The Commandent, Bihar Regiment Corps, Unit-21, Bihar, Danapur Contonment, Patna,
3. The Branch Manager, State Bank of India, Danapur Cant, District Patna, Bihar,
4. The Divisional Manager, the New India Assurence Company Limited, 2nd floor, Vindyda Commercial Complex, Sector II, CBD, Belapur, Navi Mumbai- 400614,

.... .... Respondents

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**Appearance :**
For the Petitioner : Mr. Maheshwar Prasad, Advocate
For the UOI: : Mr. Kumar Priya Ranjan, CGC
For the SBI: Mr. Sanjeev Kumar, Advocate

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**CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN**
ORAL JUDGMENT
**Date: 08-04-2015**

I have heard learned counsel for the parties.

Petitioner seeks quashing of the order dated November 27, 2013 contained in Annexure 6 passed by the respondent no. 4, i.e., the Divisional Manager, the New India Insurance Company Limited, by which he has intimated that in respect of death of insured person due to or arising out of or directly or indirectly connected with or traceable to: War, Invasion, Act of Foreign enemy, Hostilities (whether war be declared or not), Civil war, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainments of all Kings, Princes and people of whatsoever Nation, condition or quality, the Company would not be liable for payment of compensation. Therefore, the Dvisional Manager has shown his inability in payment of the compensation amount.

Petitioner’s son had taken a policy of personal Accident Insurance (Death) Cover connected to the salary package account with State Bank of India and the amount of premium was deducted from his salary account for the period from 2013-14. The petitioner’s son was transferred to Jammu & Kashmir while he was posted in Punch and, while he was on duty, he was killed by the Pakistani Army personnel for which Punch Police Station Case No. 113/2013 was instituted under sections 302, 120B of the Indian Penal Code. Thereafter, the petitioner approached the Insurance Company but it has refused the claim also.

Learned counsel for the Insurance Company submits that now it is well settled that for such grievance concerned person can approach either before the OMBUDSMAN appointed by the competent authority under the Redressal of Public Grievances Rules, 1998 (hereinafter referred to as “the Rules”) or may approach the appropriate Consumer Forum for redressal of grievances. Learned counsel has submitted that the issue has been considered and settled by a Division Bench of this Court in **M/s Messina Beej Pvt. Limited**

**v. New India Insurance Company Ltd.(2011(1) PLJR 646)** laying down in clear terms that in view of the alternative remedy available to the petitioner there is no merit in the submission advanced that the power of this Court under Article 226 of the Constitution of India must be exercised even if there is statutory remedy.

Accordingly, this writ ;application is disposed of granting a liberty to the petitioner to avail the alternative remedy as provided under Rules 12 and 13 of the Rules clearly vested necessary power in the OMBUDSMAN or any other statutory remedy like appropriate Consumer Forum.

**(Dr. Ravi Ranjan, J)**

SC/-

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