IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.11015 of 2013

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Anil Kumar Singh Son of Late Prameshwar Pd. Singh Resident of Village - Rewa, P.O. Sarai Via - Neora, S.O. Bihta, District - Patna

.... Petitioner

Versus

1. The Union of India through Chief Post Master General Bihar Circle G.P.O. Patna
2. The Director (RPLI) O/O C.P.M.G. Bihar Circle, Patna
3. The Assistant Zonal Manager, Postal Life Insurance, Bihar Circle, G.P.O., Patna
4. Sr. Supdtt, Postal O/O C.P.M.G. Bihar Circle. Patna
5. The Post Master, Neora Post Office, Patna
6. The Post Master, Sub Post Office Sarai Vide P.O. Neora, Patna

.... Respondents

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Appearance:
For the Petitioner : Mr. Saroj Kumar Tiwary, Advocate
For the Respondents: Mrs. Kanak Verma, C.G.C.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN
ORAL JUDGMENT
Date: 28-09-2015

Heard learned counsel for the petitioner and learned counsel for the respondents.

2. The present writ petition has been filed for a direction to the respondents to pay the maturity amount of policy No. R/BH/PT/GY/1414 dated 31.03.1999 to the petitioner which was payable for Rs. 55,000/- on 31.03.2009 along with interest upon the maturity amount.

3. It appears that a Life Insurance Policy was issued in favour of the petitioner vide Policy No. R/BH/PT/GY/1414 which commenced from 31.03.1999 for a period of ten years and matured on 31.03.2009. A sanction letter for payment of Rs. 54,859/- towards maturity proceeds of the policy was issued, but however the amount has not been received by the petitioner. A number of representations filed before the respondent authorities also did

not bear fruit.

4. A counter affidavit has been filed on behalf of the respondents according to which it is not in dispute that the maturity value was sanctioned, but however the sanction order was valid only for a period of one year during which period the petitioner took no steps for receiving the payment. The respondents have finally expressed that there is no objection to making payment of the maturity value of the policy, but the claim for interest thereof is however disputed as the delay is wholly attributable to the petitioner.

5. Having regard to the nature of dispute and on consideration of the materials on record, this Court directs that upon furnishing of all requisite documents by the petitioner, the respondent no. 4 shall ensure payment of the maturity proceeds to the petitioner after due verification without undue delay in the matter and in any event preferably within a period of six weeks from the date when all the requisite documents are shown to have been furnished by the petitioner. As regards the claim for interest on the maturity amount, the petitioner shall be at liberty to approach the respondent no. 4 with a fresh representation which if done, shall be disposed of by a speaking order in accordance with law.

6. The writ petition stands allowed to the above extent.

(Vikash Jain, J)

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