IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

FRIDAY, THE 13TH DAY OF MARCH 2015/22ND PHALGUNA, 1936

WP(C).No. 1631 of 2015 (D)

PETITIONER(S):
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1. PRABHAKARAN.C, S/O.LATE ADAMI,
   CHALINGAL HOUSE, HARIPURAM.P.O.,
   KASARGODE DISTRICT.

2. MANOJ,
   S/O.CHELLAPA PANICKER, MURIPARAMADOM,
   MADUKKAKUNNU.P.O., POOVARANI,
   KOTTAYAM DISTRICT. PIN-686 577.

3. P.V.JOSEPHINA,W/O.JOSEPH P.V,
   PLAPARAMBIL HOUSE, KOOTTIKKAL.P.O.,
   KOTTAYAM DISTRICT. PIN-686 514.

   BY ADV. SRI.K.R.RAJKUMAR

RESPONDENT(S):
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1. ASSISTANT PROVIDENT FUND COMMISSIONER,
   EMPLOYEES PROVIDENT ORGANISATION,
   SUB-REGIONAL OFFICE, ADITHYA SABARI TOWER,
   NEAR TRIKKAKARA TEMPLE, POST OFFICE ROAD,
   KOTTAYAM.PIN-686 001

2. REGIONAL PROVIDENT FUND COMMISSIONER,
   EMPLOYEES PROVIDENT ORGANISATION,
   SUB-REGIONAL OFFICE, ADITHYA SABARI TOWER,
   NEAR TRIKKAKARA TEMPLE, POST OFFICE ROAD,
   KOTTAYAM.PIN-686 001

3. THE MANAGER,
   LIFE INSURANCE CORPORATION OF INDIA, CBO IV, PB NO.125,
   LIC BUILDING, NEAR OVER BRIDGE, M.G.ROAD,
   THIRUVANANTHAPURAM. PIN-695 001.

4. THE MANAGER (P&A),
   PLANTATION CORPORATION OF KERALA LTD.,
   MUTTAMBALAM.P.O., KOTTAYAM.PIN-686 012

   R1 & R2 BY ADV. SRI.JOY THATTIL ITOOP, SC, EPF ORGANISATION
   R4 BY ADV. SRI.RAJU SEBASTIAN VADAKKEKARA, SC, PLANTATION

   THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 13-03-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

sts

WP(C).No. 1631 of 2015 (D)

APPENDIX

PETITIONER(S)' EXHIBITS

P1- **TRUE COPY OF THE SAMPLE APPLICATION FORM APPLICABLE FOR FINANCING A LIFE INSURANCE POLICY OUT OF THE PROVIDENT FUND ACCOUNT.**

P2- **TRUE PHOTOSTAT COPY OF THE BLANK FORM NO.3111 OF LIFE INSURANCE CORPORATION.**

P3- **TRUE COPY OF THE LETTER DATED 5.8.2013 ISSUED BY THE 1ST RESPONDENT.**

P4- **TRUE COPY OF THE REPRESENTATION DATED 19.09.2013.**

P5- **TRUE PHOTOSTAT COPY OF THE LETTER DATED 17.12.2013 ISSUED BY THE 1ST RESPONDENT.**

RESPONDENT(S)' EXHIBITS: **NIL**
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/TRUE COPY/

P.A.TO.JUDGE

sts

K. VINOD CHANDRAN, J

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W.P(C) No. 1631 of 2015 D

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Dated this the 13th day of March, 2012

J U D G M E N T

The first petitioner is an employee of the 4th respondent and the 2nd and 3rd petitioners are said to be the agents of the 3rd respondent. The writ petition allegedly is filed espousing the cause of about 15 workers similarly placed as the 1st petitioner who had taken a life insurance policy with the Life Insurance Corporation (for short "LIC"), the 3rd respondent herein under paragraph 62 of the Employees Provident Fund Scheme, 1952. At the outset, it has to be said that merely because the 2nd and 3rd respondents were instrumental in enrolling the 15 persons with the LIC, they do not get the locus standi to espouse the cause of their constituents and each of the policy holders would have to ventilate their grievance individually. Hence, the cause sought to be espoused by petitioners 2 and 3 is found to be not maintainable.

2. However, with respect to the 1st petitioner, he himself has taken out the life insurance policy. in which the question now raised is the payment of premium by the Employees Provident Fund Organisation (hereinafter referred to as "EPF Organisation"). The Employees Provident Fund Scheme, 1952, by para 62 provides for a member under the scheme to take out a life Insurance policy, for which the premium due, would be paid out of the Provident Fund contribution of the said employee.

3. In the present case, the petitioner took out a policy in November, 2012. The 1st yearly premium was paid by the EPF Organisation in January 2013. However, later on, to make the expiry of the policy simultaneous to the retirement of the petitioner, there was a pre-dating of the policy. Hence yearly premium with respect to the years prior to November 2012, had also to be satisfied. Such pre-dating was made by the petitioner with the 3rd respondent, without obtaining consent from the EPF

Organisation.

4. In the year 2014, the petitioner requested the prior premium as also the premium of 2014 to be paid out of contribution, from the account of the petitioner. The EPF Organisation declined the same by Ext.P5. The learned counsel would contend that there is sufficient balance available in his account maintained by the EPF Organisation and there would be no difficulty in paying a lump sum amount in the year 2014, which would cover the earlier premiums, prior to November 2012 as also the premium of the year 2014.

5. The learned Standing counsel however, refutes such contention. Reliance is placed on the proviso of sub-clause (2) of Paragraph 62, as also clause (3) of para 64 to support Ext.P5. It is specifically contended that the pre-dating was done without the consent of the EPF Organisation.

6. The proviso to sub-clause (2) of paragraph 62 authorises the Commissioner or any other officer

subordinate to him to make payment on behalf of a member, to the LIC, towards the premium due on a policy on receipt of an application from such member. The proviso specifically restricts such payments to the yearly premium . In the present case, what the petitioner wants the EPF Organisation to do is to pay the consolidated yearly premium for a number of years, prior to November 2012 which would be hit by the restriction in the proviso.

7. Further clause (3) of paragraph 64 specifically indicates that a policy shall not be altered, without prior consent of the Commissioner to whom the details of the alteration shall be furnished in such form as specified. In the present case, the 1st petitioner had taken out the policy in November 2012, with yearly premium to be paid; which yearly premium for the year 2013 was also paid by the EPF Organisation. It was subsequent to that, an alteration was made, pre-dating the policy so as to make the expiry of the policy simultaneous to the retirement. Definitely such alteration

could not have been done without specific consent from the Commissioner as indicated in sub clause (3) of paragraph 64.

8. In such circumstance, this Court does not find any reason to interfere with Ext.P5. If the 1st petitioner pays the amounts to the LIC for the period prior to November 2012, definitely, there would be no difficulty in the EPF Organisation paying the yearly premium, despite the fact that the alteration was not brought to the notice of the Commissioner.

With the above observation, writ petition would stand dismissed.

Sd/-
(K. VINOD CHANDRAN, JUDGE)

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//P.A to Judge//