

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

WRIT PETITION Nos.1123 of 2011 and 18124 of 2015

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10.09.2015

W.P.No.1123 of 2011:

Between:

Ravuri Sunil Chandra Babu @ Sunil

..Petitioner

And

Government of Andhra Pradesh,
Represented by its Principal Secretary,
Finance, Hyderabad and others

Counsel for the petitioner: Mr.Sreenivasa Rao Velivela

Counsel for respondent Nos.1 to 4: Government Pleader
for Finance and Planning

Counsel for respondent No.5: Mr.K.S.Murthy

W.P.No.18124 of 2015:

Between:

M.Kanakadurga

.. Petitioner

and

The State of Andhra Pradesh, represented by its Principal Secretary,
Finance (Admin.II)Department, Hyderabad and others

.. Respondents

Counsel for the petitioner: Mr.K.S.Murthy

Counsel for respondent Nos.1 to 4: Government Pleader
for Finance and Planning

Counsel for respondent No.5: Mr.Sreenivasa Rao Velivela

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The Court made the following:

COMMON ORDER:

W.P.No.1123 of 2011 is filed for a *mandamus* to declare the action of the official respondents in not considering the claim of the petitioner (respondent No.5 in W.P.No.18124 of 2015) for payment of terminal benefits and amounts under the insurance policies pertaining to late Ravuri Sowdhamani as illegal and arbitrary.

W.P.No.18124 of 2015 is filed for a *mandamus* to declare the action of the official respondents in not considering the claim of the petitioner (respondent No.5 in W.P.No.1123 of 2011) for payment of terminal benefits and amounts under the insurance policies pertaining to late Ravuri Sowdhamani as illegal and arbitrary.

After arguing the case, Mr.Sreenivasa Rao Velivela, learned counsel for the petitioner in W.P.No.1123 of 2011 and Mr.K.S.Murthy, learned counsel for the petitioner in W.P.No.18124 of 2015, on instructions from their respective clients, have agreed for disposal of these writ petitions in the following terms:

“Respondent No.2 is directed to pay the amounts payable under the Insurance Policies pertaining to late R.Sowdhamani to the respective nominees under the policies, which shall be subject to the result of the comprehensive suit that is contemplated to be filed by the petitioner in W.P.No.1123 of 2011. In respect of the Insurance Policies, wherein late R.Sowdhamani had not nominated any person or where the nominations were subsequently cancelled, the amounts payable under those policies shall be retained with respondent No.2 subject to the adjudication of the dispute in the contemplated suit between the petitioners in these two writ petitions and others if any.”

Both these Writ Petitions are disposed of on the above reproduced terms.

As a sequel to disposal of these writ petitions,
W.P.M.P.No.1371 of 2011 in W.P.No.1123 of 2011 and
W.P.M.P.Nos.23426 and 33940 of 2015 in W.P.No.18124 of 2015
shall stand disposed of as infructuous.

C.V.NAGARJUNA REDDY, J

10th September, 2015
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