

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.3582 of 2016

1. Mtd. Mozaffar Alam son of Late Md. Sarwar Resident of Mohalla Khaquah, Near Munnu Babu Ke Haweli, P.S.- Laheri, P.O.- Bihar Shariff, District- Nalanda, Pin- 803101 (Bihar)

.... Petitioner/s

Versus

1. The Chairman, Life Insurance Corporation of India, Central Office, Yogakshema, Mumbai- 400021
2. The Executive Director (M-B & AC), Life Insurance Corporation of India Marketing Bancassurance & ALT. Ch. Department, Central Office, Yogakshema (West Wing), J.B. Marg, Mumbai- 400021
3. Zonal Manager, East Central Zone, Jeevan Deep, Exhibition Road, Patna
4. The Senior Divisional Manager, Patna Division- I, Jeevan Prakash, Frazer Road, Patna- 800001.
5. Chief Manager, (B & AC), Patna Division- I, Jeevan Prakash, Frazer Road, Patna- 800001
6. Branch Manager, L.I.C. of India, Rajgir Branch Office, Chhabilapur Road, Rajgir

.... Respondent/s

with

Civil Writ Jurisdiction Case No. 3765 of 2016

1. Manoj Kumar, son of Hira Lal Thakur, Resident of Village- Siuri Gopinathpur, P.O- Bahilwara Govind, District- Muzaffarpur.

.... Petitioner/s

Versus

1. The Chairman, Life Insurance Corporation of India, Central Office, Yogakshema, Mumbai- 400021.
2. The Executive Director (M-B & AC), Life Insurance Corporation of India Marketing Bancassurance & ALT. Ch. Department, Central office, Yogakshema (West Wing) J.B. Marg, Mumbai- 400021.
3. Zonal Manager, East Central Zone, Jeevan Deep, Exhibition Road, Patna.
4. The Senior Divisional Manager, Divisional Office, Muzaffarpur.
5. Branch Manager, L.I.C. of India, CAB Branch, Muzaffarpur.

.... Respondent/s

with

Civil Writ Jurisdiction Case No. 3782 of 2016

1. Ravi Ranjan Kumar son of Keshaw Bihari Prasad Shrivastava, Resident of village- Harouna, P.O.- Morsandi, Via- Motipur, District- Muzaffarpur (Bihar) 843153

.... Petitioner/s

Versus

1. The Chairman, Life Insurance Corporation of India, Central Office, Yogakshema, Mumbai- 400021
2. The Executive Director (M-B & AC), Life Insurance Corporation of India Marketing Bancassurance & ALT. Ch. Department, Central Office, Yogakshema (West Wing), J.B. Marg, Mumbai- 400021
3. Zonal Manager, East Central Zone, Jeevan Deep, Exhibition Road, Patna
4. The Senior Divisional Manager, Divisional Office, Muzaffarpur
5. Branch Manager, L.I.C. of India, Branch Motipur, Muzaffarpur

.... Respondent/s

with

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Civil Writ Jurisdiction Case No. 4240 of 2016

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1. Birendra Kumar Son of Sri Hari Narayan Sahu Resident of Mohalla- At+Po- Chouhatta District Supaul (Bihar) Pin - 852138

.... Petitioner/s

Versus

1. The Chairman, Life Insurance Corporation of India, Central Office, Yogakshema , Mumbai - 400021
2. The Executive Director (M-B & AC) Life Insurance Corporation of India Marketing Bancassurance & ALT ,Ch. Department , Central Office, Yogakshema (West wing) J.B. Marg, Mumbai -40021
3. Zonal Manager, East Central Zone, Jeevan Deep, Exhibition road, Patna.
4. The Senior Divisional Manager, Divisional Officer, Priyadarshani Sakhichand Ghat Road Naya Bazar Bhagalpur.
5. Deputy Manager(B & AC) LIC of India , Begusarai Division Begusarai.
6. Senior Branch Manager, LIC of India Branch Office Begusarai.
7. Branch Manager, LIC of India , Pokharia Begusarai Branch District Begusarai.

.... Respondent/s

with

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Civil Writ Jurisdiction Case No. 4250 of 2016

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1. Lalan Kumar Paswan, Son of Sri Brahmdeo Paswan, Resident of Ward No.10 Near Kanya Middle Scholl, Laliyahi, P.O.- Katihar Mills, District- Katihar, Bihar, Pin Code- 854105.

.... Petitioner/s

Versus

1. The Chairman, Life Insurance Corporation of India, Central Office, Yogakshema, Mumbai- 400021.
2. The Executive Director (M-B & AC), Life Insurance Corporation of India Marketing Bancassurance & ALT. Ch. Department, Central Office, Yogakshema (West Wing), J.B. Marg, Mumbai- 400021.
3. Zonal Manager, East Central Zone, Jeevan Deep, Exhibition Road, Patna.

4. The Senior Divisional Manager, Divisional Office, Priyadarshani Sakhichand Ghat Road, Naya Bazar, Bhagalpur.
5. Senior Branch Manager, L.I.C. of India, Branch Katihar, Bihar.

.... Respondent/s

with

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Civil Writ Jurisdiction Case No. 4251 of 2016

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1. Bipin Kumar, son of Late Deonandan Singh, Resident of Village- Bishunpur, P.O.- Khutahi, Via- Gyaspur, District- Muzaffarpur.

.... Petitioner/s

Versus

1. The Chairman, Life Insurance Corporation of India, Central Office, Yogakshema, Mumbai- 400021.
2. The Executive Director (M-B & AC), Life Insurance Corporation of India Marketing Bancassurance & ALT. Ch. Department, Central Office, Yogakshema (West Wing), J.B. Marg, Mumbai- 400021.
3. Zonal Manager, East Central Zone, Jeevan Deep, Exhibition Road, Patna.
4. The Senior Divisional Manager, Divisional Office, Muzaffarpur
5. Branch Manager, L.I.C. of India, Branch Sitamarhi, Bihar.

.... Respondent/s

with

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Civil Writ Jurisdiction Case No. 4498 of 2016

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1. Sunil Kumar Son of Sri Krishna Kumar Lal, Resident of Mohalla - Gandhi nagar, P.O. & P.S. - Katihar, District - Katihar.

.... Petitioner/s

Versus

1. Life Insurance Corporation of India through its Chairman, LIC of India.
2. The Chairman, LIC of India, Yogakshema, Jeevan Bima Marg, Mumbai.
3. The Executive Director (M-B & AC), LIC of India, Yogakshema, Jeevan Bima Marg, Mumbai.
4. The Zonal Manager, East Central Zone, LIC of India, Jeevan Deep Building Exhibition Road, Patna.
5. The Regional Manager (M-B & AC), LIC of India, Jeevan Deep Building Exhibition Road, Patna.
6. The Senior Divisional Manager, LIC of India Bhagalpur Divisional Office, Jeevan Prakash Zero Mile Chowk, Bhagalpur.
7. The Branch Manager, LIC of India, Katihar Branch Office, Katihar.

.... Respondent/s

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Appearance :

(In CWJC No. 3582 of 2016)

For the Petitioner/s : Mr. Chittranjan Sinha, Sr. Advocate



For the Respondent/s : Mr. Sanjeet Kumar
Mr. Rajeev Ranjan Prasad
Mr. Akash Chaturvedi
Mr. Nilanjan Chatterjee

(In CWJC No. 3765 of 2016)

For the Petitioner/s : Mr. Chittranjan Sinha, Sr. Advocate
Mr. Sanjeet Kumar

For the Respondent/s : Mr. Rajeev Ranjan Prasad
Mr. Akash Chaturvedi
Mr. Nilanjan Chatterjee

(In CWJC No. 3782 of 2016)

For the Petitioner/s : Mr. Chittranjan Sinha, Sr. Advocate
Mr. Sanjeet Kumar

For the Respondent/s : Mr. Rajeev Ranjan Prasad
Mr. Akash Chaturvedi
Mr. Nilanjan Chatterjee

(In CWJC No. 4240 of 2016)

For the Petitioner/s : Mr. Chittranjan Sinha, Sr. Advocate
Mr. Raj Kamal

For the Respondent/s : Mr. Rajeev Ranjan Prasad
Mr. Akash Chaturvedi
Mr. Nilanjan Chatterjee

(In CWJC No. 4250 of 2016)

For the Petitioner/s : Mr. Chittranjan Sinha, Sr. Advocate
Mr. Sanjeet Kumar

For the Respondent/s : Mr. Rajeev Ranjan Prasad
Mr. Akash Chaturvedi
Mr. Nilanjan Chatterjee

(In CWJC No. 4251 of 2016)

For the Petitioner/s : Mr. Chittranjan Sinha, Sr. Advocate
Mr. Sanjeet Kumar

For the Respondent/s : Mr. Rajeev Ranjan Prasad
Mr. Akash Chaturvedi
Mr. Nilanjan Chatterjee

(In CWJC No. 4498 of 2016)

For the Petitioner/s : Mr. Chittranjan Sinha, Sr. Advocate
Mr. Binod Kumar Sinha

For the Respondent/s : Mr. Rajeev Ranjan Prasad
Mr. Akash Chaturvedi
Mr. Nilanjan Chatterjee

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CORAM: HONOURABLE MR. JUSTICE AJAY KUMAR TRIPATHI
ORAL JUDGMENT
Date: 15-03-2016

Merely because respondents are statutory body, it does not mean that they do not have play in the joint in matters of entering into contract, in their interest.

Admitted position is that all these petitioners, who were working as Financial Services Executive, were hired on contract for a period of three years initially and then extended from year to year. Life Insurance Corporation fixed an outer-frame of 8 years for subsisting with the contract.

These are policy decisions which are taken by the Life Insurance Corporation in the interest of business in a fiercely competitive environment where they need to sustain and survive.

Keeping in mind that these are contractual engagements, a Writ Court cannot insist upon their subsistence by substituting its wisdom, especially, when there does not seem to be any illegality in the decision so taken.

Learned senior counsel representing the petitioners submits that certain persons who were engaged after the petitioners are continuing and these petitioners have been told to go home.

Learned counsel for the Life Insurance Corporation states that nobody has been continued after a period of 8 years. The moment they complete 8 years, the same fate will await them as well.

In the opinion of the Court there is nothing to interfere with

the decision of the respondent Corporation. The Writ Court will not issue a mandamus to continue and subsist with a contractual relationship since such issues are governed by a codified law of contract.

If the petitioners want they can invoke common law remedy and seek suitable declaration and decision within the framework of the agreement and the contract.

Before parting, learned counsel for the Corporation informs the Court that LIC has formulated a policy and they are willing to give option to the petitioners not in their earlier status as Financial Services Executive but yet another assignment on contract. If they are willing to accept it, respondents are ready to consider.

The ball is in the court of the petitioners. They must make the choice since the Court cannot compel them to enter into contract.

All these writ applications are dismissed.

(Ajay Kumar Tripathi, J)

R.K.Pathak/-

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