IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1939 of 2015

==

Sapna Sharma @ Sapna Kumari, W/o Late Rajesh Kumar, R/o - Tarachak, P.S. - Danapur, District - Patna.

.... Petitioner/s

Versus

1. Life Insurance Corporation of India limited.
2. Zonal Manager, Life Insurance Corporation of India Limited Bihar Zone, Frazer Road, Patna - 1.
3. Senior Divisional Manager, Life Insurance Corporation of India Limited, Patna Division, Frazer Road, Patna.
4. The Branch Manager, Life Insurance Corporation of India Limited, Aurangabad Branch, Chandel Kothi, Maharajganj Road, Aurangabad, Bihar.
5. Saraswati Devi, W/o Sri Yugal Kishore Sharma, Village + PO- Gaini, P.S.- Khudwan, District- Aurangabad.
6. Yugal Kishore Sharma, R/o Village + PO- Gaini, P.S.- Khudwan, District- Aurangabad.

.... Respondent/s

==

Appearance :
For the Petitioner/s : Mr. Vivek Prasad
For Life Insurance Corporation : Mr.Rajiv Ranjan Prasad
For the Respondent no. 5 &6 : Mr. Pramod Kumar

==

CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN
ORAL ORDER

4 11-05-2016 Heard Mr. Vivek Prasad, learned counsel appearing for the petitioner, learned counsel for the Life Insurance Corporation and Mr. Pramod Kumar, learned counsel appearing for the respondent nos.5 and 6.

The petitioner is a widow of late Rajesh Kumar and prays for a direction to the authorities of the Life Insurance Corporation to make payments of the assured amount standing in respect of the life insurance policies taken by the deceased. Mr. Vivek Prasad, learned counsel for the petitioner submits that the petitioner is not under the know of the number of the policies which were existing in the name of the deceased husband of the petitioner although the descriptions of the same have come on record at paragraph-10 of the counter affidavit filed by the respondent nos.5 and 6.

Respondent nos. 5 and 6 are the mother-in-law and father-in-law respectively of the petitioner that is the parents of the deceased husband.

Learned counsel for the parties are in agreement that of the 4 policies, the dispute relates to the life insurance policy no.513283372 which according to Mr. Pramod Kumar has for a sum assured of Rs.1,01,000/-.

While it is the prayer of the petitioner that the sum assured against the said policy be disbursed in terms of the pronouncement of the Supreme Court in Civil Appeal No.809 of 2002, a copy of which is present at Annexure-4, a supplementary counter affidavit has been filed by the Corporation who while discussing the legal position have stated in paragraph-5 that the said policy was taken by the respondent no.5 at the time when the husband of the petitioner was a minor and though he deceased at the age of 25 years but the late husband of the petitioner did not take steps for naming his nominee to the policy after attaining majority.

Although Mr. Pramod Kumar, learned counsel appearing for the respondent-parents submits that steps were taken by the late husband of the petitioner to name his nominee to the policy but there is nothing on record to support such stand.

Plainly speaking it is the stand of the Corporation that until such time that the parties contesting obtain a succession to the policy, in absence of a nominee to the policy in question they are not in a position to disburse the maturity amount. Records reflect that the parents have been made a party to the present proceedings to foresee the possibility of a consensus but which does not appear forthcoming.

In the circumstances existing and in absence of any agreement amongst the contesting parties this Court is not in a position to pass any positive direction to the Corporation for disbursement of the assured amount of the policy in question and the parties contesting thus would be at liberty to take recourse to the remedy available to them in law for supporting their respective claim(s) to the assured amount.

The writ petition is disposed of.

(Jyoti Saran, J)

deepika/-

U			