

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 23.06.2016

CORAM:

THE HONOURABLE MR. JUSTICE M.SATHYANARAYANAN

W.P.No.33311 of 2015

Muthachi

... Petitioner

Vs.

1.The Branch Manager,
Life Insurance Corporation of India
Amman Shopping Complex,
Pollachi Road,
Dharapuram - 638 656
Tiruppur District.

2.Muthuselvi

3.Alagathal

... Respondents

Writ Petition filed under Article 226 of the Constitution of India, for the issuance of writ of mandamus directing the first respondent to disburse the policy amount of late P.Selvaraj in respect of the policies viz., 766627928, 763716846, 764214300, 767230225 and 765957742 to the legal heirs of late P.Selvaraj based on the representation dated 26.09.2015 by appreciating the above stated facts.

For Petitioner : Mr.M.Guruprasad

For Respondents: Mr.A.Panneer Chelvam [R1]
Mr.S.Saravanan [R2]
Mr.T.Saravanan [R3]

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O R D E R

The petitioner would state that the marriage between her and her husband viz., Selvaraj took place on 27.08.1998 and out of wedlock, a male child was born and at present, he is aged about 15 years and doing his 10th Standard. It is further stated by the petitioner that during the life time, the husband of the petitioner has taken five insurance policies bearing policy Nos. 766627928, 763716846, 764214300, 767230225 and 765957742 and on account of difference of opinion, she and her husband viz.,

Selvaraj got separated through a decree of divorce in H.M.O.P.No.65 of 2005 and despite that on account of the demise of Selvaraj, she is entitled to get the benefits due and payable under the above said insurance policies. The petitioner would further state that her husband viz., Selvaraj, during his life time has nominated one Muthuselvi in respect of four policies bearing Policy Nos. 766627928, 763716846, 767230225 and 765957742 and therefore, came forward to file this writ petition praying for appropriate direction, directing the first respondent to pay the amounts due and payable under the above said policies.

2. The first respondent has filed the counter affidavit stating among other things that as per the relevant norms and regulations only the persons, nominated is entitled to receive the policy amount and further submitted that insofar as the settlement reached between the petitioner and the respondents 2 and 3 are concerned, whatever orders to be passed by this Court, they will comply with the same and insofar as 5th policy is concerned, certain particulars are required.

3. This Court heard the submissions of Mr.M.Guruprasad, learned counsel appearing for the petitioner, Mr.A.Paneer Chelvam, learned counsel appearing for the first respondent, Mr.S.Saravanan, learned counsel appearing for the second respondent and Mr.T.Saravanan, learned counsel appearing for the third respondent.

4. A compromise has been reached between the petitioner and the respondents 2 and 3 on 06.11.2015 and it was also reduced into writing and as per the compromise, the amounts due and payable under the five policies have been divided equally among the petitioner and the respondents 2 and 3, after settlement of debt incurred by the late Selvaraj to the tune of Rs.5,50,000/- (Rupees Five lakhs and Fifty Thousand only) and in the event of joint account, any of the two persons can open the joint account.

5. The Respective learned counsel appearing for the parties would submit that they have fully understood the contents of the compromise and voluntarily subscribed their signatures and therefore, there cannot be any impediment on the part of the first respondent to disburse the amount based on the above said compromise agreement/memo dated 06.11.2015.

6. This Court heard the submission of Mr.A.Paneer Chelvam, learned counsel appearing for the first respondent, who would submit that this Court may pass orders with regard to the policy numbers and insofar as policy No.5 is concerned, he require some particulars.

7. This Court has considered the rival submissions.

8. In the light of the submission made by the learned counsel appearing for the petitioner and the respondents 2 and 3, the compromise memo/agreement dated 06.11.2015 is taken on file and recorded and the petitioner and the respondents 2 and 3 are directed to approach the first respondent in the form of representation by enclosing a copy of this order as well as the copy of compromise memo with regard to the disbursal of the amount in respect of policy Nos. 766627928, 763716846, 767230225 and 765957742, within a period of three weeks from the date of receipt of a copy of this order and the first respondent, on receipt of the same, is directed to consider the said representation in accordance with the compromise memo/agreement as well as the order passed in this writ petition and pass appropriate orders within a further period of four weeks thereafter and communicate the decision taken, to the petitioner as well as the respondents 2 and 3. Insofar as policy No.764214300 is concerned, the petitioner is directed to furnish relevant particulars as and when required and the first respondent, on being satisfied with the same, shall take necessary steps to pass appropriate orders as expeditiously as possible. The memo of compromise shall form part of the order passed in this writ petition.

The Writ Petition is disposed of accordingly. No costs.
Here enclosed the terms of agreement.

vsm

s/d-
Assistant Registrar(CS-II)

True Copy

Sub-Assistant Registrar

To
The Branch Manager,
Life Insurance Corporation of India
Amman Shopping Complex,
Pollachi Road,
Dharapuram - 638 656
Tiruppur District.

- + 1 cc to Mr.S.Saravanan, Advocate SR 35457
- + 1 cc to Mr.A.Pannerchelvam, Advocate SR 35417
- + 1 cc to Mr.M.Guruprasad, Advocate SR 35405
- + 1 cc to Mr.T.Saravanan, Advocate SR 35153

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Writ Petition No.33311 of 2015