

IN THE HIGH COURT OF JUDICATURE AT PATNA

**Letters Patent Appeal No.1180 of 2014
IN
Civil Writ Jurisdiction Case No. 238 of 2010**

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Mostt. Shakuntala Devi @ Kunwar W/o Late Ganesh Ram Resident of Village - Mahiyaman, P.O. Kaji Sarai, P.S. - Kako, District - Jehanabad.

.... Appellant

Versus

1. The State of Bihar.
2. The Secretary, Rural Works Department (Rural Works Organization), Panchayat Raj, M.L.A. - M.L.C. Scheme and Koshi Kranti Scheme Government of Bihar.
3. The Secretary, State Election Commission Government of Bihar.
4. The Deputy Secretary, State Election Commission Government of Bihar.
5. The District Magistrate-Cum-District Election Officer Panchayat, Rohtas (Sasaram).
6. The Civil-Surgeon-Cum-Chief Medical Officer Rohtas (Sasaram).
7. The Oriental Insurance Company Ltd. through its Senior Divisional Manager Divisional Officer, No. 1 , Uma Complex, Exhibition Road, Patna.

.... Respondents

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Appearance :

For the Appellant : Mr. Radha Raman Verma, Advocate

For the Respondent State: Mr. Kumar Manish, Advocate

For the Respondent No.7: Mr. Satyabir Bharti, Advocate

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CORAM: HONOURABLE MR. JUSTICE AJAY KUMAR TRIPATHI

and

HONOURABLE JUSTICE SMT. NILU AGRAWAL

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE AJAY KUMAR TRIPATHI)

Date: 27-04-2017

Heard counsel for the parties.

The writ application filed on behalf of the appellant, who is widow of one Ganesh Ram, was dismissed by the learned single Judge on 03.07.2014. Prayer made in the writ application was for payment of insurance amount of Rs. Ten lakhs since the husband of the appellant died during the course of election duty in a Panchayat election conducted on 19.04.2001. Since the death had



happened during the course of performing the duty as a polling officer on 19.04.2001, a claim was lodged for payment of Rs. Ten lakhs as a “Group Personal Accidental Insurance”, which the State Government had envisaged for protection of the employees engaged in election work.

The learned single Judge taking note of the fact that the provision for providing such cover and payment was meant for such people where death had happened due to any injury directly or indirectly received in any kind of accident or violence visible or by external means, which had a direct correlation with the death of the employees.

The findings are that the husband of the appellant died a natural death. The reason in the postmortem is indicated as a cardiac failure. There is no evidence that such a failure or death was triggered because of any kind of violence visible or external in any incidence of violence during the course of election duty.

The learned single Judge, therefore, has extracted as to what was the scope of the cover in following words from the terms and conditions of the insurance :

“3. **Scope of Cover-** The insurance is intended to provide for payment of compensation in the event of death only resulting solely and directly from accident caused by external violence and



any other visible means”.

This Court has no hesitation in recording that in terms of the above cover the case of the appellant cannot be fitted for fastening a liability to pay to the appellant any compensation under the said cover by the insurance company.

Appeal has no merit. It is dismissed.

(Ajay Kumar Tripathi, J)

(Nilu Agrawal, J)

Pawan/-

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