IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L) NO. 566 OF 2017

All India National Life Insurance Employees' Federation	}	**Petitioner**
versus		
Life Insurance Corporation of India and Anr.	}	**Respondents**

Mr. Amey Deshpande for the petitioner.

Mr. Ramesh Cheulkar for respondent nos. 1 and 2.

CORAM :- S. C. DHARMADHIKARI &
B. P. COLABAWALLA, JJ.

DATED :- FEBRUARY 24, 2017

P.C. :-

1. The petitioner has approached this court claiming that it is All India National Life Insurance Employees' Federation. It is affiliated to the Indian National Trade Union Congress. It is a National level federation established about 53 years back with the object of serving the needs and concerns of the employees working in the Life Insurance Corporation of India across its various zones throughout the country.

2. We are not concerned with the zone wise representation or the past achievements, now projected in the petition. It is

extremely unfortunate that the petitioner approaches this court with a grievance that there is what is styled as a Information Sharing Session. That Information Sharing Session is an event, in which all employees and unions can participate. More so, the petitioner being a federation, as of right, it can send its representatives for participation in such session. Till date, the Life Insurance Corporation of India, the respondent before us was corresponding with the petitioner and requesting it to send the details of its representatives who shall be attending the said session. However, suddenly and to their dismay and surprise, an e-mail was sent to Mr. V. Narasimhan, General Secretary of the petitioner-federation that the representative shall not proceed with the arrangements for travel etc. for the Information Sharing Session in Mumbai on 27th February, 2017 without further instructions from the Life Insurance Corporation of India. It is urged that this communication by an e-mail takes away the right of the petitioner-union to attend the session,to participate therein and to raise grievances and problems of the employees working across the zones of the Life Insurance Corporation of India.

3. The Life Insurance Corporation of India, sensing some disputes and intra union, addressed this communication. The counsel appearing for the Life Insurance Corporation of India

states, on instructions, that there is a dispute about the participation. That dispute exists not between the Life Insurance Corporation of India and the federation, but, *inter se,* between the federation members and office bearers. It is the federation who could not decide as to who would be its representative. There is a group which is projecting itself as an authorised representative and equally, there is another, who has addressed a communication contending that they are so authorised. The Life Insurance Corporation of India does not wish to enter into this controversy nor it is interested in resolving it.

4. The advocate appearing for Life Insurance Corporation of India stated before us yesterday, on instructions, that the said corporation is not interested in denying the representation to the federation, but it must know for itself as to who should be allowed to participate. If both factions turn up at the venue, there would be an unavoidable confrontation and controversy. It is a question of reputation of the corporation. Yesterday and today, on such statements being made by the Corporation, we called upon the federation's advocate as to how without the intervention of this court and the corporation, this issue can be resolved. The petitioner's advocate stated, on instructions, that one way to resolve it is to indemnify the Life Insurance Corporation against

all claims and counter claims. He says that the federation shall not hold the Life Insurance Corporation of India responsible in the event more than one representative turns up at the venue and stakes their claim to represent the federation. In the event of any controversy at the venue of the event, it would be entirely the federation who would be blamed and not the Life Insurance Corporation of India.

5. While we do not wish to enter into the controversy, we express our *prima facie* view that the writ petition under Article 226 of the Constitution of India, particularly claiming a writ of mandamus, would not lie, given the position that there is no pre-existing legal right in favour of the petitioner and secondly, there is no public duty, inasmuch as the Life Insurance Corporation of India says that it cannot allow all groups to participate in the event. Therefore, we grant the petitioner-federation an opportunity to participate in the Information Sharing Session to be held at Mumbai on 27th February, 2017, provided they indemnify the Life Corporation of India in advance and in writing that just because two groups or factions within the federation turn up at the event and there is any controversy, it would be entirely for the Life Insurance Corporation of India to decide as to who should be allowed to speak or participate in the discussion

and in the event there is any claim or dispute, this petitioner federation will not hold the Life Insurance Corporation of India responsible for any claim, counter claim for compensation, damages etc. If such an indemnity in writing is executed in favour of the Life Insurance Corporation of India, the petitioner federation's representatives shall be allowed to attend the event and participate, but subject to above.

6. Needless to clarify that it is entirely for the Life Insurance Corporation of India to decide and determine as to whether any expenses for travelling and stay of such representatives, if at all, be reimbursed or if to be reimbursed, to whom.

7. With the aforesaid directions, the writ petition is disposed of.

(B.P.COLABAWALLA, J.) **(S.C.DHARMADHIKARI, J.)**