

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.9043 of 2014

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Savita Mishra, Wife of Late Sunil Kumar Mishra, Resident of Flat No. 103, Bimla Raj Enclave, Near NMCH, Kankerbagh, Main Road, P.S. Agamkuan, District-Patna

.... Petitioner

Versus

1. Life Insurance Corporation of India through its Chairman Central Office, Yogkshama Jivan Bima Marg, Mumbai- 400021
2. The Chairman, Life Insurance Corporation of India, Central Office, Yogkshama Jivan Bima Marg, Mumbai- 400021
3. Zonal Manager, Life Insurance Corporation of India, EC Zone, Jeevan Deep Building, P.S. Kotwali, District- Patna
4. Divisional Manager L.I.C. of India, Bhagalpur Division, Jeevan Prakash P.S. Zero Mils, Bhagalpur
5. The Oriental Insurance Company Ltd., through its Chairman, Oriental House J. Tata Road, Mumbai
6. Divisional Manager, The Oriengal Insurance Company Ltd. MCD0-XI, Oriental House J. Tata Road, Mumbai
7. Regional Manager, The Oriengal Insurance Company Ltd., Pirmohani, Rajendra Path, Kadam Kuan, Patna

.... Respondents

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Appearance :

For the Petitioner : None
For Oriental Insurance Co. : Mr. Durgesh Kumar Singh, Advocate
For LIC : Mr. Raj Dular Sah, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 17-09-2018

None appears on behalf of the petitioner when the matter is called.

Even on the last occasion on 13.09.2018 the petitioner was not represented.

The record discloses that the case was dismissed for non-prosecution by order dated 01.02.2016 as well, but was subsequently restored by judgment dated 18.01.2017.

2. Mr. Durgesh Kumar Singh appearing on behalf of the respondent-



Oriental Insurance Company Ltd. submits that of the two insurance policies of the petitioner, one was duly settled for Rs. 5,00, 000/- and disbursement made as evident from letter dated 21.03.2005 enclosed at page 27 of the writ petition itself. The counter affidavit filed on behalf of the respondent-Life Insurance Corporation of India also states that payment has been made as above.

3. Learned counsel for the respondent-Life Insurance Corporation of India submits that as regards the other Insurance Policy the petitioner has not renewed the same with effect from 01.07.2004 and as such the same was not in force on the date of death of the petitioner’s husband on 02.09.2004. As such no liability attaches with the Insurance Company.

4. Having regard to the stand of the respondents, this Court is not inclined to interfere in the matter.

5. The writ petition stands dismissed.

(Vikash Jain, J)

Chandran/BT

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	22.09.2018
Transmission Date	NA

