

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.9991 of 2015

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Mangat Devi, wife of late Raj Kishore Sharma, resident of Village- Dariyapur,
P.S. Ghosi, District- Jehanabad.

.... Petitioner

Versus

1. The National Insurance Company Limited, 1 Sakarpur Sarani, 6th Floor,
Kolkata-700071, through its authorized signatory.
2. The Administrative Officer, National Insurance Company Limited, Regional
Office, Sone Bhawan, R. Block, Patna.

.... Respondents

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Appearance :

For the Petitioner	:	Mr. Sanjay Kumar Mr. Jay Prakash Singh, Advocates.
For the Respondents	:	Mr. Ashok Priyadarshi Mr. Sanjay Sinha, Advocates.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 11-09-2018

The present writ petition has been filed for a direction to the respondent authorities to pay the interest on the amount insured which has been paid to the petitioner belatedly and also to pay the cost of litigation and penal interest.

2. At the outset itself, learned counsel for the respondent-Insurance Company raises a preliminary objection on the ground that the nature of relief sought in the present petition is no more than a mere money claim which may not be entertained by this Court in its extra ordinary writ jurisdiction as the petitioner has adequate statutory remedy for redressal of her grievances. A decision of the Hon'ble Apex Court in Life Insurance Corporation of India and



Ors. Vs. Smt. Kiran Sinha, (1986) 2 SCC 553 has been relied upon to submit that for money claim under Insurance Policies, Article 226 of the Constitution was not the proper forum and the only remedy available was by way of suit.

3. Learned counsel for the petitioner relies on a decision of the Hon'ble Apex Court in Life Insurance of India and another Vs. Gangadhar Vishwanath Ranade (Dead) by LRs.; AIR 1990 SC 185 wherein the question was with regard to liability of the LIC to pay interest. The Court opined that the writ petition filed before the High Court was maintainable.

4. Having heard the parties and on a consideration of the materials on record, I find that the decision relied upon by the petitioner is distinguishable on facts. That case proceeded in the backdrop of delay in payment of the maturity amount of the Insurance Policy which is quite different from the facts of the present case involving a case of accidental death. Moreover, on the request of the petitioner in the earlier round of litigation in C.W.J.C. No. 10963 of 2005 (Mangat Devi Vs. the State of Bihar and Ors.), this Court by order dated 13.09.2012 had granted liberty to the petitioner to submit a fresh claim with all supporting documents with the Patna office of the respondent-Insurance Company for transmission to the Kolkata office for settlement. Admittedly, the claim of the petitioner was settled in the



year 2013. Mere delay in payment of the maturity amount is quite different from case where a claim is lodged with supporting documents and is required to be settled after investigation of facts.

5. In the above circumstances, this Court is not inclined to interfere in the matter. The writ petition stands dismissed.

(Vikash Jain, J)

Md. Ibrarul/Chandran

AFR/NAFR	NAFR
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