

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.7732 of 2015

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Yogesh Nischal @ Yogesh Kumar Nischal, son of Sri Hirendra Kumar Verma
resident of - 2A, Shiv Shankar Apartment, I.A.S Colony Baily Road, PO- Danapur
Cantt. P.S.- Rupaspur, Patna.

.... Petitioner

Versus

1. Zonal Manager L.I.C. (East Central Zone), Zonal Office, Jeevan Deep Building,
Exhibition Road, Patna.
2. Divisional Manager, L.I.C Bhagalpur Division, Bhagalpur
3. Branch Manager- Deoghar, L.I.C., Branch office Deoghar, P.S. & Distt. -
Deoghar.

.... Respondents

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Appearance :

For the Petitioner : Mr. Ashok Kumar Mallick, Advocate

For the Respondents : None

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 19-11-2018

The present writ petition has been filed for a direction to
the respondents to pay the amounts of premium including of interest of
Rs. 72,699/- (Rupees Seventy Two Thousand Six Hundred Ninety Nine)
deposited by the father of the petitioner with statutory interest against
LIC Policy No. 520236240 standing in the name of the petitioner.

2. Learned counsel for the petitioner submits that an
amount of Rs. 29,682/- was deposited by bank draft as far back as in
the year 2002 itself by the petitioner's father for adjustment of the
amount in the loan account against LIC Policy No. 520236240.
However, the same was not done which resulted in charging of



exorbitant interest amount of Rs. 72,699/- which the petitioner was made to pay illegally and is liable to be refunded to him. It is further submitted that a detailed representation was submitted by registered post dated 06.01.2015 before the Zonal Manager, L.I.C. East Central Zone, Zone Office, Jeevan Deep Building, Exhibition Road, Patna for refunding the total amount of Rs. 72,699/- which was deposited vide receipt dated 30.11.2011 and erroneously calculated due to lapses on the part of the LIC officials of Deoghar Branch who had wrongly not adjusted the amount of Rs. 29,699/- submitted through bank draft dated 08.05.2002 against the loan amount of LIC Policy No. 520236240 standing in the name of the petitioner.

3. None appeared on behalf of the respondent-LIC when the matter was called and as such the matter was passed over for a few cases. Yet again none represents the respondent-LIC on repeat call.

4. A counter affidavit has however been filed and is on record. A perusal of paragraph 11 of the counter affidavit discloses that the amount of Rs. 29,682/- was adjusted in the loan account against LIC Policy No. 520306545 in absence of any express instruction from the petitioner to the contrary. It is submitted that the instruction as contained in Annexure-1 for adjusting the amount against the loan relating to LIC Policy No. 520236240 was not acted upon as the same did not issue from the policy holder.



5. Having heard learned counsel for the petitioner and on consideration of the materials available on record, this Court is of the view that ends of justice will be met if the Zonal Manager, L.I.C. (East Central Zone), Zonal Office, Jeevan Deep Building, Exhibition Road, Patna (respondent no. 1) is directed to consider and dispose of the petitioner's representation said to have been filed through registered post on 06.01.2015 (Annexure-13), if still pending, on its own merits and after grant of opportunity of hearing to the petitioner expeditiously and in any event preferably within a period of twelve weeks from the date of receipt/production of a copy of this judgment. In case the petitioner satisfies the respondent-LIC with regard to his claim, the respondent no. 1 shall ensure refund of the amount so found due within a further period of eight weeks thereafter.

6. The writ petition stands disposed of with the aforesaid observations and directions.

(Vikash Jain, J)

B.T/Chandran

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	24.11.2018
Transmission Date	N.A.

