IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.2080 of 2017

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Jitendra Kumar, S/o Ramadhar Singh R/o Village-Belha Manorath P.S.-Bejpatti, District-Sitamarhi.

.... Petitioner/s

Versus

1. The Chief Manager, Punjab National Bank Circle Office, Chanakya Tower R. Block Patna-1
2. The Regional Manager, Punjab National Bank, 68 Kambal Wala Bagh New Mandi, Muzaffarpur.
3. The Brach Manager, Punjab National Bank, Sursand Asali, Sursand Chawk P.S. Sursand, Distt.Sitamarhi.
4. The Divisional Manager, The Oriental Insurance Company Ltd., Oriental House P.O.-Box No. 7037, A-25/27 Aasaj Ali Raoad, New Delhi-110002.
5. The Branch Manager P.N.B. Sursand Chawk, Sursand, Dist. Sitamarhi.

.... Respondent/s

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Appearance :

For the Petitioner : Mr. Devendra Kumar, Advocate
For the Resp. Bank : Mr. Kumar Priya Ranjan
Mr. Niraj Kumar, Advocates
For the Insurance Co. : Mr. Sanjay Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 16-01-2018

The present writ petition has been filed for issuance of appropriate writ/s, order/s and direction/s to the respondent authorities for adding the petitioner's mother who died on 22.07.2015 as a bona fide member of the Prime Minister's Suraksha Bima Yojana and declare her to be entitled under the Prime Minister's Suraksha Bima Yojana with ancillary benefits and has fulfilled all the criteria laid down for the same on 13.06.2015; and for connected reliefs

2. Learned counsel for the petitioner submits that the petitioner's mother Nilam Devi had opted for an accident insurance

policy under the Prime Minister's Suraksha Bima Yojana for an amount of Rs. 2,00,000/- on payment of Rs. 12/- per annum. The relevant application for the same was deposited with the respondent-Punjab National Bank on 13.06.2015 (Annexure-2/1). Soon thereafter, however, on 22.07.2015 she died in an accident and in respect of which an FIR was also instituted in Sursand P.S. Case No. 187 of 2015. It is submitted that owing to bank's delay in depositing the premium with the respondent-Oriental Insurance Company Limited, the claim of the petitioner under the policy has been declined and for which the respondent-bank is solely responsible.

3. A counter affidavit has been filed on behalf of the respondent-bank specifically denying receipt of any application of the deceased under the said insurance scheme on 13.06.2015, rather an application was found lying around the bank premises on 10.08.2015 which was collected by the bank's staff and tagged with the bundle relating to the said insurance scheme on 10.08.2015. The acknowledgment of receipt of the application on 13.06.2015 is also denied by the bank pointing out that the date endorsed thereon is simply "13.06" without so much as the signature of any bank official or seal of the bank. The application itself is not dated and the acknowledgement slip provided at the bottom of the application form has also not been filled up nor signed by any bank official.

4. The stand of the respondent-bank has not been

controverted by the petitioner and no rejoinder has been filed on behalf of the petitioner.

5. In the above circumstances, the question whether or not the petitioner's mother had submitted her application form in the bank on 13.06.2015, which goes to the root of the matter, itself involves disputed questions of fact which this Court is not inclined to go into in its extra ordinary writ jurisdiction.

6. The writ petition stands dismissed.

(Vikash Jain, J)

Chandran/BT

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	17.01.2018
Transmission Date	NA