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HIGH COURT OF CHHATTISGARH, BILASPUR

First Appeal No. 147 of 2009

1. Kuleshwar Sahu aged 23 years, S/o Shri Harakh Ram Sahu,
2. Kamlesh Sahu, aged 20 years, S/o Shri Harakh Ram Sahu

   Both r/o Shastri Nagar, Luchaki Para Tah. Durg, District Durg (CG)

---- Appellant

Versus

1. Smt Meena Sahu aged 40 years, wd/o Shri Harakh Ram Sahu
2. Ku.Roshani Sahu D/o Shri Harakh Ram Sahu aged 18 years
3. Lukesh Kumar S/o Shri Harakh Ram Sahu, aged 13 years, Minor :through.-Mother, Smt. Meena Sahu, Respondent -1,

   All R/o Near Madan Kirana Store,BRP Colony ,station-Maroda-Bhilai,distt.-Durg
4. The Managing Director Bhilai Steel Plant, Bhilai Nagar, Tah.distt.-Bhilai (CG)
5. The Branch Manager Life Insurance Corporation of India Civic Centre, Bhilai Nagar, Tah -District Durg (CG)

---- Respondents

For Appellants	: Shri Anurag Dayal Shrivastava, Advocate
For Respondents 1 to 3	: Shri R.S. Patel, Advocate
For Respondent 4	: Shri Ashish Surana, Advocate
For Respondent 5	: Shri Mukesh Sharma, Advocate

HON'BLE SHRI JUSTICE RAM PRASANNA SHARMA

Judgment on Board

06/08/2018

1. This appeal is preferred under Section 96 of the Code of Civil Procedure, 1908 against the judgment dated 17.7.2009, passed by the 8th Additional District Judge(FTC), Durg (CG) in Civil Suit No. 3-B/2008, wherein the said Court has dismissed the suit filed by the appellants for recovery of Rs.82,897/- from respondent No.1- Smt. Meena Sahu.

2. Smt. Meena Sahu is wife of late Harakh Ram Sahu and Kuleshwar Sahu, Kamlesh Sahu, Lukesh Kumar are the 3 sons and Ku. Roshni is

daughter of Harakh Ram Sahu. He died on 22.9.1998. He was working as a Technician in Bhilai Steel Plant. Smt. Meena Sahu (respondent No.1) was made nominee by Harakh Ram Sahu for the life insurance policy taken by him. After the death of Harakh Ram Sahu, the amount of the insurance policy to the tune of Rs.2,15,988/- was given to Smt. Meena Sahu by the Insurance Company vide cheque No. 194323 dated 28.1.1999.

3. Learned counsel for the appellants submits that Smt. Meena Sahu being nominee of the Life Insurance Policy does not get absolute right to the amount due. He placed reliance on **Smt. Sarbati Devi and another Vs. Smt. Usha Devi**, reported in **AIR 1984 SC 346**, wherein it is held that a mere nomination made under Section 39 does not have the effect of conferring on the nominee any beneficial interest in the amount payable under the life insurance policy on the death of the assured. The nomination only indicates the hand which is authorised to receive the amount, on the payment of which the insurer gets a valid discharge of its liability under the policy. The amount, however, can be claimed by the heirs of the assured in accordance with the law of succession governing them.

4. In the present case, 2 appellants and respondents Lukesh Kumar and Ku. Roshani Sahu being sons and daughter of Harakh Ram Sahu are the successors of Harakh Ram Sahu and therefore, the amount so received by Smt. Meena Sahu is liable to be shared with these 4 successors. The trial Court lost sight on this aspect of the matter and therefore, the decree passed by the trial Court is not sustainable and the same is hereby set aside.

5. Accordingly, the decree is passed in favour of the appellants and respondent Nos. 2 and 3 and against respondent No.1 as under :

(1) Respondent No.1 shall pay Rs.43,197/- to each one namely, Kuleshwar Sahu, Kamlesh Sahu, Lukesh Kumar and Ku. Roshni Sahu.

(2) Parties to bear their own cost.

(3) Pleaders' fee, if certified be calculated as per certificate or as per Schedule whichever is less.

(4) A decree be drawn up accordingly. **Sd/**

(Ram Prasanna Sharma)
JUDGE

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