IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3740 of 2019

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Lalsa Kumari D/o Late Daya Nand Prasad Vill.- Asho Chak, P.o.- Manoharpur Kachuara, P.s.- Ram Krishna Nagar, Distt.- Patna

... ... Petitioner/s

Versus

1. The Chairman Cum Managing Director Syndicate Bank, Corporate Office, 10th Cross Gandhi Nagar Bangalore, Karnataka
2. The Deputy General Manager Syndicate Bank, Regional Office, Maurya Tower, Maurya Lok Complex, Dakbunglow Road, Patna
3. The Branch Manager Syndicate Bank, Askan Jakariapur Patna, Acharya Sri Sudarshan Krishna Niketan, Krishna Bihar, Patna

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Dudh Nath Singh
For the Respondent/s	:	Mr.Siddharth Harsh

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD

ORAL ORDER

2 26-02-2019 Let the defect (s) as pointed out by the Stamp Reporter at flag ‘A’ be ignored.

This writ application has been preferred for a direction to the respondent authorities to make payment of the claim under the scheme of Pradhan Mantri Jan Dhan Yojana (in short ‘PMJDY’). It is the case of the petitioner that there was an account in the Bank in the name of her mother, Mrs. Kanti Devi (since deceased). The petitioner submits that her mother died on 23.09.2014. She was an account holder under the ‘PMJDY’. The account was opened in the Syndicate Bank and, accordingly, a passbook was issued. It is claimed that under ‘PMJDY’ there is a scheme of accidental insurance cover of Rupees Two Lacs and also provides a life cover of Rupees Thirty Thousand which are payable on the death of the beneficiaries. The petitioner is the nominee in the account and in terms of the aforesaid scheme, she applied for benefits but till date the payments have not been made.

A copy of the scheme has not been brought on record of the writ application, however, learned counsel representing the Bank is present and has narrated to this Court about the misconception on the part of the petitioner. Learned counsel submits that the account in question was opened in the name of the mother of the petitioner with ‘Zero Balance’ under the ‘PMJDY’ but there was no scheme attached to the opening of the account whereunder the petitioner could have claimed the accidental insurance cover of Rupees Two Lacs and another life cover of Rupees Thirty Thousand. The scheme relating to accidental cover and life cover are different schemes under which an account holder is liable to pay Rs.330/- and Rs.12/- per year and thereupon he gets the coverage.

In the present case there was no money deposited in the account of the mother of the petitioner and there was no payment of premium to cover the accidental benefit and other life covers of the mother of the petitioner. In such circumstance, the claim of the petitioner that he would be entitled to get any money on account of insurance benefits is fully untenable.

After hearing learned counsel for the parties and on perusal of the records, this Court finds force in the submission of the learned counsel for the Bank. Nothing has been brought to the notice of this Court on behalf of the petitioner to demonstrate that merely because the account in the name of the mother of the petitioner was opened with 'Zero Balance', her life was also covered against any accidental policy and/or she was covered under any other scheme of the insurance.

This writ application has no merit. It is dismissed, accordingly.

(Rajeev Ranjan Prasad, J)

R.R.Ojha/-

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