IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.23995 of 2019

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Yogendra Prasad Son of Late Munshi Prasad Resident of Village- Suhani Bigha, P.S.- Hulsaganj, District- Jehanabad.

... ... Petitioner/s

Versus

1. The Managing Director, Life Insurance Corporation of India India
2. The Sr. Divisional Manager, Life Insurance Corporation of India, Divisional Office-1, Patna.
3. The Zonal Manager, Life Insurance Corporation of India, East Central Zone, Jeevan Deep Building, 5th Floor, Exhibition Road, Patna.
4. The Branch Manager, Hilsa Satelite Office, Life Insurance Corporation of India.
5. The Dy. Secretary, Ombudsman, Kalpana Arcade Bazar Samiti Road Bahadurpur, Patna.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Sanjay Prasad, Advocate
For the Respondent/s	:	Mr.Rakesh Kumar, Advocate
		Mr. Abhimanyu Vatsa, Advocate
		Ms. Priti Jaiswal, Advocate

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL JUDGMENT
Date : 04-12-2019

Heard counsel for the parties.

This application has been filed by the petitioner for quashing the letter dated 27.03.2019 issued by the Sr. Divisional Manager, Life Insurance Corporation of India, Divisional Office -1, Patna whereby and whereunder it has been decided to repudiate accidental benefit for the death of son of the petitioner life assured is not covered under the terms and conditions of accidental clause of the policy and for direction to the respondents to make payment of accidental benefit of Rs.

5,00,000/- with 10% interest per annum from the death of Sanjeev Kumar till the date of final payment against death of son of the petitioner.

It is submitted on behalf of petitioner that Sanjeev Kumar was killed by his wife Priti and one co-accused Savan Devas and both have been found guilty for committing murder and convicted life imprisonment under Section 302/34 of the Indian Penal Code and fine of Rs. 50,000/-/five years imprisonment and fine of Rs. 20,000/- under Section 201/34 of the Indian Penal Code. It is further submitted that in view of the aforesaid fact, the Insurance Corporation has paid sum assured, but he has not paid accidental benefit, thereafter, the petitioner filed application before the Sr. Divisional Manager, Life Insurance Corporation of India, Divisional Office, Patna and formal application has been rejected by the respondents.

It is submitted on behalf of the respondent that vide annexure – 2, the claim of petitioner has been rejected stating that deceased has been killed and it is not a case of accidental death. This fact also does not disputed by the petitioner. It is further stated that the death of deceased life assured is not covered under the terms and condition of accidental clause of the policy, and, as such, the claim of the petitioner is not remitted to him.

Having heard contentions of the both the parties and the specific stand of the respondent that policy of the petitioner is not covered under the terms and condition of accidental clause of the policy, as the deceased has been killed and is not entitled to get any benefit of accidental death, I find no merit in this writ application, and the same stands dismissed.

(Prabhat Kumar Singh, J)

vinita/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	06.12.2019
Transmission Date	