



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 31.10.2019

CORAM:

THE HONOURABLE MR.JUSTICE S.S. SUNDAR

W.P. (MD).No.18317 of 2015

WEB COPY

G.Stella

.. Petitioner

Vs.

1.The Manager,
Claims Department,
LIC of India,
Divisional Office,
Sellur, Madurai.

2.The Executive Engineer,
Tamilnadu Electricity Board,
Chinnamanur, Theni District.

3.The Superintending Engineer,
Tamilnadu Electricity Board,
Theni Electricity Distribution Circle,
Theni District.

4.The Junior Engineer,
Tamilnadu Electricity Board,
Cumbum, Theni District.

.. Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, for the issuance of Writ of Certiorarified Mandamus, calling for the records relating to the impugned order refusing to pay the petitioner's husband death benefits by the 1st respondent in his proceedings, dated 21.08.2015, quash the same and issue consequential directions to the respondents to disburse the death benefits of the petitioner's husband Late S.George Vendhan for the policy No.741212619 to the petitioner with 18% interest.

For Petitioner

: Mr.B.Vinoth Balan

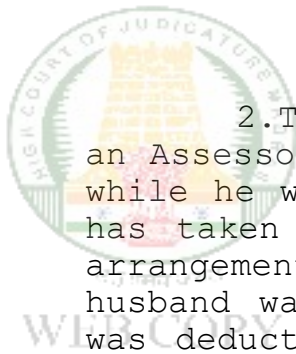
For Respondents

: Mr.C.Godwin for R1

Mr.S.M.S.Jonny Basha for R2 to R4

ORDER

This Writ petition is filed for issuing a writ of Certiorarified Mandamus to quash the impugned order of first respondent refused to pay the death benefits on account of the death of petitioner's husband and to issue consequential directions to the respondents to disburse the death benefits of the petitioner's husband namely George Vendhan with interest.



2.The petitioner's husband Mr.George Vendhan was employed as an Assessor in TNEB, Kambam. Due to illness, he died on 13.06.1998 while he was in service. It is admitted that before his death, he has taken LIC policy for an amount of Rs.50,000/-. There was an arrangement by which the LIC premium payable by the petitioner's husband was deducted from his salary. Though the monthly premium was deducted from the salary of the petitioner's husband for some time, he could not attend the office due to illness after some time and the deduction for premium was impossible. Since the policy was lapsed for non payment of premium, the claim of the petitioner after her husband's death was rejected by the impugned order. Therefore, the present writ petition is filed.

3.Now, the petitioner and the respondents 1 to 3 have filed a joint memo, wherein, the respondents 1 to 3 have agreed to pay a sum of Rs.55,000/- by way of two cheques referred to in the joint memo. The receipt of the said amount through the cheque has been acknowledged by the petitioner. The joint memo, dated 31.10.2019, signed by the parties in the presence of their respective counsels is also produced before this Court. The parties have requested that this Court may dispose of the writ petition in terms of the joint memo. The Joint memo shall part of record.

4.Recording the compromise as per the joint memo, this writ petition is disposed of as per the terms of the joint memo. No costs.

Sd/-

Assistant Registrar

// True Copy //

Sub Assistant Registrar(CS)

TM

Encl.:Xerox Copy of Joint Memo

+1 CC to Mr.B.VINOTH BALAN, Advocate (SR-95119[F] dated 31/10/2019)

+1 CC to Mr.C.GODWIN, Advocate (SR-95270[F] dated 31/10/2019)

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