IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.14975 of 2018 (O&M)
Date of Order:15.01.2019

Simarjeet Kaur **..Appellant**

Versus

Charanjeet Kaur and others **..Respondents**

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Impinder Singh Dhaliwal, Advocate,
for the appellant.

ANIL KSHETARPAL, J(Oral)

Defendant no.2 is in the regular second appeal against the judgment passed by both the courts below.

Dispute in the present case is with regard to amount received from the Life Insurance Corporation of India on account of death of Sh. Hardev Singh.

Plaintiffs No.1 and 2-respondents herein, are widow and minor child. They are claiming 2/3rd of the amount which has been received from Life Insurance Corporation of India as the appellant is mother who is also Class-I heir.

Defendant contested the suit and pleaded that there was written compromise between the parties when all claims of widow and minor child were settled vide writing dated 27.05.2016.

Both the courts have examined the compromise and found that Istri Dhan was returned and in lieu of a car which was given in the dowry Rs. 2,00,000/- was paid. Defendant claims that since the aforesaid compromise is settling the entire dispute, therefore, plaintiffs are not entitled to any amount. She further claims that she being only nominee is entitled to receive the amount.

The compromise arrived at through writing dated 27.05.2016 has been read in open court by learned counsel for the appellant. Learned courts below have rightly concluded that the aforesaid compromise/writing is settling the dispute with regard to Istri Dhan and payment on account of car. No doubt, it has been written that plaintiffs have no other claim, but the agreement is to be read in the context it has been written. The insurance policy amount which has been paid by the Life Insurance Corporation of India is an estate left by late Sh. Hardev Singh. Late Sh. Hardev Singh has left behind 3 Class-I heirs i.e. widow, minor child and mother, who is appellant before this court.

In such circumstances, first appellate court has righty concluded that defendant no.2-appellant is entitled to only $1/3^{rd}$ of the amount.

As regards the plea of nomination , it is well settled that nominee is the only trustee of the amount received but the amount has to be distributed in accordance with law. The nomination of insurance policy does not amount to deviation of succession of the estate. Nominee is entitled to receive the amount and thereafter bound to account for the same to the heirs.

In view thereof, this court does not find any good ground to interfere. The regular second appeal is dismissed.

January 15, 2019 **(ANIL KSHETARPAL)**
nt **JUDGE**

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No