BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
DATED: 29.09.2020
CORAM
THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN
W.P.(MD)No.13029 of 2020

M.Athilakshmi ... Petitioner

Vs.

The Senior Divisional Manager
The Life Insurance Corporation
Sellur, Madurai -02 ...Respondent

Prayer: Writ petition is filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondent to disburse the death claim policy amount of Rs.50,000/- along with other due benefits in " Jeevan Kishore Policy No.744133285" to the petitioner who is the proposer of the policy within time stipulated by this Court.

For Petitioner : Mr.I.Pinaygash
For Respondent : Mr.G.Prabhu Rajadurai
Standing Counsel

O R D E R

Heard the learned counsel appearing for the writ petitioner and the learned Standing Counsel appearing for the respondent corporation. By consent of both parties, the writ petition is taken up for final disposal at the admission stage itself.

2.It is seen from the materials on record that the writ petitioner lost her husband in the year 1996. The petitioner did not have any children. While so, the petitioner's brother's wife delivered a child on 07.04.1996. He was named as Senbagamuthu Muniyandi. Few days after the birth of the child, the petitioner's sister-in-law passed away. Since the petitioner is not having any biological child, she claims that she adopted her brother's son, Senbagamuthu Muniyandi orally. The said Senbagamuthu Muniyandi was brought up as the petitioner's adopted son. The family ration card of the petitioner as well as the other documents indicates that the said Senbagamuthu Muniyandi was brought up only as a son of the petitioner herein. The petitioner had taken an insurance policy for the said Senbagamuthu Muniyandi on 24.01.2006. The petitioner had been remitting the premium also regularly. The policy period comes to an end on 24.01.2021. In the meanwhile, Senbagamuthu Muniyandi had passed away due to Cancer. Unfortunately, in the insurance policy, the petitioner had not entered her name as the nominee. Therefore, the question that now arises is to whom the policy amount is to be paid.

3.The learned Standing Counsel for the insurer points out that Senbagamuthu Muniyandi's father, is the natural legal heir and that therefore, if the petitioner obtains a consent letter from him, the respondent will not have any difficulty in disbursing the amount to the petitioner.

4.It is true that the petitioner had been remitting the premium for the insurer/deceased. It is also seen that it is not an early claim. It is obvious that the petitioner was remitting for the premium all these years. Therefore, the petitioner is virtually asking for her money back. Be that as it may, we cannot bypass certain basic procedures. The petitioner claims to have obtained consent letter from the biological father of the insured. Therefore, taking note of these aspects, I permit the petitioner to apply to the respondent to pay the policy amount to her and if the said application is enclosed with the consent letter from the biological father of the deceased, the respondent will disburse the policy amount directly to the petitioner herein.

5.Subject to this condition, the writ petition stands allowed. No costs.

Sd/-

Assistant Registrar (CS I)

// True Copy //

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Sub Assistant Registrar(CS)

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Note: In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

TO

The Senior Divisional Manager
The Life Insurance Corporation
Sellur, Madurai -02

+1 CC to M/s.G. PRABHU RAJADURAI, Advocate (SR-18452[F] dated 30/09/2020)

W.P.(MD)No.13029 of 2020
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