IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.12.2021

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.9385 of2021
and
W.M.P.No.9976 of 2021

S. Saravanan ... Petitioner

Vs.

1. The Chief Manager,
LIC of India, CB06,
No.15/38, South India Co-Op. Building,
II Floor, Anna Salai,
Chennai - 600 002.

2. The Senior Manager,
LIC of India, CBO-6,
No.15/38, South India Co-Op. Building,
II Floor, Anna Salai,
Chennai - 600 002.

...Respondents

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus calling for the record of the 1st respondent in Reference No.Nil dated 02.03.2020 and to quash the same so far as the petitioner is concerned; consequently direct the 1st respondent to settle the claim of "Jeevan Saathi" Policy No.713350920 of the petitioner without insisting to get the signature of his ex-divorced wife.

For Petitioner : Mr.V.Srinivasan

For Respondents : Mr.R.S.Anandan

O R D E R

The petitioner has filed this writ petition seeking issuance of Writ of Certiorarified Mandamus to call for the records pertaining to the 1st respondent in Reference No.Nil dated 02.03.2020 and to quash the same and to consequently direct the

1st respondent to settle the claim of "Jeevan Saathi" Policy No.713350920 of the petitioner as expeditiously as possible without insisting upon the signature of his divorced wife.

2. The case of the petitioner is that he had taken "Jeevan Saathy" Joint Insurance Policy both in his name and his divorced wife's name for a sum of Rs.2,00,000/- and it was issued on 20.02.2002 and the same was matured on 28.02.2020. Thereafter, the petitioner sent a letter to the 2nd respondent dated 04.02.2020 seeking for settlement of claim of the above said policy as early as possible and the 1st respondent in turn gave a form for settlement of the claim of the policy to the petitioner and instructed him to fill and submit the same with all required documents such as the Original Policy Bond, Discharge Form, etc. Therefore, the petitioner submitted the said claim application along with the required documents except the Joint policy Holder's signature / his divorced ex-wife's signature, however, the same was returned by the 1st respondent on the ground that the Joint policy Holder's signature was absent and directed to get her signature. Thereafter, the petitioner made multiple attempts to get the signature of his divorced ex-wife, however, it ended in vain. Therefore, the petitioner sent representation dated 08.01.2021 to the 1st respondent explaining the above circumstances and also sent a reminder letter to the 1st respondent on 25.01.2021. However, till date no orders have been passed. Hence, this present petition is filed.

3.The learned counsel for the petitioner submitted that the petitioner had taken the Jeevan Saathy Joint Insurance policy in the year 2002 and has paid all premium amounts and it is pertinent to note that his divorced ex-wife has not paid even a single premium amount. He further submitted that due to some matrimonial dispute, the petitioner has obtained mutual divorce in the year 2008 and he has clearly mentioned the same in the claim application dated 04.02.2020. While being so, the 1st respondent insisting upon the signature of the petitioner's divorced ex-wife for settlement claim of the above said policy is not acceptable one. Hence, he submitted that, it would suffice if this Court issues direction to the respondents to consider the petitioner's application dated 04.02.2020 and his representation dated 08.01.2021 and to settle the claim of his Insurance Policy No. 713350920 as expeditiously as possible.

4.The learned counsel appearing for the respondents on instruction submitted that admittedly the petitioner subscribed for Jeevan Saathy Joint Insurance policy both in his name and his divorced wife's name for a sum of Rs.2,00,000/- and the same stood matured on 28.02.2020. Thereafter, the petitioner approached for settlement of claim and he was directed to submit the discharge bond/voucher. However, till date the same was not submitted by the petitioner. He further submitted that, this Court may issue direction to the respondents to settle 50% of the claim to the petitioner and another 50% of the claim to his divorced ex-wife on receipt of discharge voucher.

5. There is no dispute about the fact that the petitioner had subscribed for Jeevan Saathi policy with the respondent Corporation and that he had paid the requisite premium without any default and surviving to the end of the term, the policy stood matured. According to the policy conditions, the proposer of the policy is the petitioner, which is not in dispute. The policy is taken on the life of both the petitioner and his wife, who has since been divorced, which is evidenced from the divorce decree proceedings.

6. According to the policy conditions, the petitioner is required to submit discharge form, signed by the petitioner and his wife for claiming the maturity amount. The petitioner is not disputing the said fact. But it is the case of the petitioner that inspite of his best efforts to get the signature of his wife, who has since been divorced, his wife is not subscribing her signature. In the above circumstances, merely because the wife of the petitioner is not signing the discharge voucher cannot be a ground to simply defer the claim of petitioner interminably and make the petitioner to run from pillar to post to receive his money, which is due share from the respondent corporation. The respondent corporation cannot shirk its responsibility by putting everything on the shoulder of the petitioner, with regard to obtaining the signature.

7. In such a scenario, the duty of this Court is to see that substantial justice is rendered to the parties and mere technicalities should not be allowed to stand in the way, as otherwise, the petitioner would be deprived of the amount paid by him to the respondent corporation towards premium.

8. Further, it should also be borne in mind that no where, the policy conditions stipulate that on both the policy holder and his wife surviving till maturity, on the discharge voucher being signed, the amount would be divided into half and would be paid to each of the life assured. Both the life assured

surviving the policy term, the maturity proceeds, even according to the policy document would be paid in favour of the main life assured. In the case on hand, it is the uncontroverted fact that the petitioner is the primary life assured and his ex-wife is the secondary life assured. However, a discharge voucher requires to be submitted at the end of the policy term to claim the maturity proceeds, wherein the signature of both the life assured is a requirement. The fact that the petitioner and his wife have since divorced and matrimonial discord prevents the discharge voucher being complied with as per the dictates of the respondent corporation, the said technicality cannot bar the petitioner from claiming the amounts, which have been paid towards life insurance coverage.

9. Further, there is no provision in the policy document which provides payment of 50% to each of the life assured at the time of claiming the maturity amount. Such being the case, contrary to the policy document, which is a contract between the petitioner and the respondent, nothing can be added or subtracted to the said policy document and, therefore, the contention of the learned counsel for the respondent that 50% of the amount will be released in favour of the petitioner on his submitting the relevant documents does not augur well with this Court, as there is no whisper from the respondent as to how the balance portion of 50% would be paid to the other life assured.

10. In the above circumstances, to render substantial justice, this Court, in exercise of its inherent jurisdiction available under Article 226 of the Constitution of India, deems it fit and necessary to issue the following directions :-

> i) The petitioner is directed to submit all the relevant documents pertaining to claiming the policy amount along with the discharge voucher signed by him and also provide the address of his ex-wife, who is shown as the other life assured in the policy document to the respondent corporation within a period of two weeks from the date of receipt of a copy of this order.
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> ii) On the documents being submitted by the petitioner along with the address of his ex-wife, the respondent corporation is directed to send a notice to the ex-wife of the petitioner, who is the other life assured in the policy document, calling upon her to appear before the respondent for the purpose of signing the

discharge voucher. The said notice shall be issued within a period of two weeks from the date of submission of the documents by the petitioner giving further two weeks time to the petitioner's wife to appear before the respondent to subscribe her signature in the discharge voucher.

iii) On the petitioner's ex-wife appearing in person pursuant to the notice issued by the respondent, the respondent corporation shall obtain the signature of the other life assured and, thereafter, release the maturity amount to the petitioner, as per the terms of the policy and also taking into consideration the terms agreed upon by the parties in the decree granted in the divorce proceedings.

iv) If the petitioner's ex-wife fails to appear before the respondent corporation within the time aforesaid, the respondent corporation is directed to release the maturity amount as per the terms of the policy and also taking into consideration the terms agreed upon by the parties in the decree granted in the divorce proceedings by getting the signature of the petitioner alone in the discharge voucher and the signature of the petitioner's ex-wife shall not be put against the petitioner for not releasing the maturity amount.

11. This writ petition is disposed of with the aforesaid observations and directions. No costs. Consequently, connected Miscellaneous petition is closed.

Sd/-
Assistant Registrar(LA)

//True Copy//

Sub Assistant Registrar

skt

To:

1. The Chief Manager,
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II Floor, Anna Salai, Chennai - 600 002.

2. The Senior Manager,
LIC of India, CBO-6,
No.15/38, South India Co-Op. Building,
II Floor, Anna Salai, Chennai - 600 002.

+1cc to Mr.R.S.Anandan, Advocate, S.R.No.66184

+3ccs to Mr.V.Srinivasan, Advocate, S.R.No.66248

W.P.No.9385 of 2021
and
W.M.P.No.9976 of 2021

PMK(CO)
SU(08/02/2022)