IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.1844 Of 2020
(Through hybrid mode)

Smt. Maya Nayak .... ***Petitioner***

Mr. K.A. Guru, Advocate

-versus-

Life Insurance Corporation of India and another .... ***Opposite Parties***

Mr. P.K. Nayak, Advocate
Mr. K.R. Mohanty, Advocate
Mr. Somanath Mishra, Advocate

CORAM: JUSTICE ARINDAM SINHA

Order No. **ORDER**
02.08.2022

4. **1.** Writ petitioner is mother of the deceased. The deceased had taken two life insurance policies. Opposite party no.1 is the insurer and opposite party no.2, the widow. Prayer in the writ petition is for distribution of the insurance amounts to legal heirs of the deceased.

2. The writ petition was moved on 19th July, 2022. Text of order made that day is reproduced below.

> *1. Mr. Guru, learned advocate appears on behalf of petitioner. He submits, his client is mother of the deceased. His client seeks distribution of benefits under two Life Insurance Policies, mentioned in the writ petition, taken out by her son, to be distributed between the legal heirs. The legal heirs are his client, daughter-in-*

> *law and her grandson.* ***On query from Court he submits, the beneficiary named in the policies is his client's daughter-in-law*** *but there is investigation pending regarding her involvement in the death of his client's son. Hence, his client wants that two shares to be given to his client and grandson and the other kept appropriately deposited till conclusion of trial in the criminal case.*
>
> *2. Adjournment is granted. Mr. Mishra, learned advocate appearing for opposite party no.2 will be heard on adjourned date.*
>
> *3. List on 1st August, 2022 as prayed for."*
>
> (emphasis supplied)

2. Mr. K.R. Mohanty, learned advocate appears on behalf of opposite party no.2. He submits, his client is agreeable to receive 1/3rd of the money. His further submission is that 1/3rd of the money her minor son is entitled to. She is taking care of him and as such there be direction for disbursement of 2/3rd in respect of aggregate insurance money payable by the insurance company, to her.

3. Mr. Guru, learned advocate appears on behalf of petitioner and submits, there be direction for keeping in fixed deposit 1/3rd of the money as is entitled to by the minor son, till he attains majority. In the meantime, the interest may be obtained by opposite party no.2 but the principal to be paid to the minor son, on attaining majority. Mr. Nayak, learned advocate appears on behalf of the insurance company.

4. Sum assured in a life insurance policy becomes payable, inter alia, on death of the insured. The insured has died. The insurance money is to be paid to his legal heirs, where, though the policies mention the widow as nominee, there is accusation against her of being involved in the death of the deceased. The insurance company has not repudiated its liability. There is, therefore, reason to presume that the death was not by suicide.

5. The widow has agreed to accept 1/3rd of the benefit. She also wants pay out of another 1/3rd share in respect of her son, to her. She through her learned advocate consents to the mother-in-law getting 1/3rd share of the insurance money.

6. Opposite party no.1 is directed to disburse 1/3rd of the insurance money to petitioner and balance to opposite party no.2. Disbursement can be made simultaneously, for the insurance company to attain discharge from its liabilities, to be executed by petitioner and opposite party no.2, on behalf of the minor son and herself. It is made clear that Court relies upon submissions made on behalf of opposite party no.2 that she is taking care of the minor son, in directing upon the insurance company to pay 2/3rd of the insurance money, to her.

7. The insurance company will pay in compliance of the directions, within two weeks of communication by either petitioner or opposite party no.2 or both.

8. The writ petition is disposed of.

(Arindam Sinha)
Judge

Sks