IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.13214 Of 2020
(Through hybrid mode)

Mamina Dai and others .... ***Petitioners***

Mr. Anandi Biswal, Advocate

-versus-

Branch Manager, Indian Overseas Bank and others .... ***Opposite Parties***

Mr. Aurobinda Mohanty, Advocate

CORAM: JUSTICE ARINDAM SINHA

ORDER
13.04.2022

Order No. 07.

1. Mr. Biswal, learned advocate appears on behalf of petitioners. He draws attention to record of submissions in, inter alia, order dated 2nd December, 2021.

2. Paragraphs 1 to 3 in said order are reproduced below.

> *"**1.** Mr. Biswal, learned advocate appears on behalf of petitioner, whose husband died in road accident. Insurance claim was rejected by communication dated 7th February, 2020 of opposite party no.4. Delay in lodging claim was ground for rejection. On query from Court it is ascertained, said opposite party was not given notice of the writ petition.*
>
> ***2.** Mr. Mohanty, learned advocate appears on behalf of opposite party nos. 1 to 3. He*

submits, his client is the intermediary. He relies on paragraph-8 of the counter for his submission. Paragraph-8 is reproduced below:

> *"Those, after the demise of the policy holder the petitioner's were applied to the answering opposite party bank for settlement of the insurance amount. After verifying the documents and when the opposite party bank found about the genuine in claim the insurance sum assured amount paid and credited on dt.19.06.2020 in the account of the opposite party no.2, Rajesh Pradhan, who was the nominee against the said policy. The copy of the payment proof dt.19.06.2020 is filed herewith as* ***ANNEXURE-A/1****."*

Mr. Biswal replies that there should be direction for payment of interest and costs. Mr. Mohanty reiterates, his client is only intermediary.

3. *Opposite party no.4 insurance company had rejected the claim. It appears, thereafter, opposite party-Bank caused acceptance of it though averments in paragraph-8 of the counter seems to suggest the bank itself found the claim to be genuine. As such, what becomes clear is petitioner was unnecessarily harassed.* "

3. The bank has filed additional affidavit. Mr. Mohanty, learned advocate appears and submits, the policy was taken on 28th July, 2015 by the deceased. Nomination was in favour of petitioner no.2, the son. On death of policy holder, petitioner no.1 (widow) claimed by the form signed on 15th October, 2019. The claim was forwarded to the insurance company, who rejected the claim. Subsequently, the nominee submitted claim form dated 10th June, 2020 and within a week thereafter, on 19th June, 2020, account of the nominee was credited with Rs.2,00,000/-. He demonstrates all this from disclosures in his clients' additional affidavit. Mr. Biswal responds by drawing attention to pages 21 and 23 of the writ petition to submit, the claim was rejected by the insurance company on 30th November, 2019 as delayed. He submits, on his clients' filing the writ petition, soon thereafter the claim was paid by credit in account of petitioner no.2. This is a clear case of harassment because in the rejection letter there is no mention that the claim had not made by the nominee.

4. Following from rejection letter dated 30th November, 2019 of the insurance company, is reproduced below.

> *"Also they have not submitted the below documents within timeline. Reason for delay intimation, CKYC Form with Rajesh Pradhan details, Aadhar card & PAN card copy of Rajesh Prahdn, PM report, Bank Statement required to ascertain the date of debit of premium, Ration card, Bank details of Rajesh Pradhan. Hence claim rejected."*

5. The writ petition was filed on 29th May, 2020. It is after that, on 10th June, 2020 petitioner no.2 went and submitted claim form. As aforesaid the claim amount was credited on 19th June, 2020.

6. It appears from extract of the rejection letter reproduced above that the insurance company said about documents of Rajesh Pradhan details not submitted. Petitioner no.2 was the nominee. Even though the writ petition was filed, the nominee then went and duly filled in the claim form and the claim was paid. In these facts, Court does not find fault with the bank.

7. No order is to be made. The writ petition is disposed of.

(Arindam Sinha)
Judge

Prasant