IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16399 of 2022

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Stuti Bose (Minor) D/o Birbal Sethi through her mother and legal Guardian namely Miss Neeti Sethi, (Female) aged about 56 years, R/o B-16, South Extension Part-1, P.S.- Kotla Mubarakpur, New Delhi- 110049, Presently residing at 1104-B, Trishla City, Air Force High Ground Road, Zirakpur, Sas Nagar, Punjab- 140603.

... ... Petitioner/s

Versus

1. Life Insurance Corporation of India through its Executive Director (CRM) having its Central Office at Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai, 400021.
2. The General Manager, Life Insurance Corporation of India, Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai, 400021.
3. The Regional Manager (CRM) LIC Customer East Zone, BSFC Building, 1st Floor, Near All India Radio, Frazer Road, Patna- 800001.
4. The Branch Manager, Branch No.- 490, Life Insurance Corporation of India, 2nd Floor, Jeevan Deep Building, Exhibition Road, Patna- 800001.
5. Shreemoy Basu, D/o Haimaja Prasanna Basu R/o 57, Chakraberia Road, North Bhawanipur, Kolkata- 700020.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Kumar Kaushik, Adv.
		Mr. Pushkar Bhardwaj, Adv.
		Ms. Namrata Dubey, Adv.
For the Resp. (LIC)	:	Mr. Rakesh Kumar, Adv.
		Mr. Rajni Kant Singh, Adv.
		Mr. Manish Kumar, Adv.
For the Resp. No. 5	:	Ms. Aditi Hansaria, Adv.

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL JUDGMENT

Date : 14-07-2023

The present petition is filed for the following relief:-

> *"i. For issuance of an order, direction or a wirt of mandamus for directing the respondent authorities to disburse the amount payable under the LIC Policy bearing No. 512008019 taken on 28.01.2002 by the deceased father of the petitioner, in favour of the petitioner,*

who is the only legal heir of her deceased father who unfortunately died on 15.05.2022.

ii. For issuance of an order, direction or a writ of mandamus for restraining the respondent authorities from disbursing the amount payable under the aforesaid Life Insurance Policy on the death of the insurer in favour of the nominee as the petitioner is the Class I legal heir of the deceased policy holder and the aforesaid status cannot be changed as mere nomination does not have the effect of conferring to the nominee any beneficial interest in the amount payable under the LIC policy on the death of the insurer."

2. Learned counsel appearing on behalf of the petitioner stated that the petitioner was adopted by the late Shyama Prasanna Bose and his wife Miss Neeti Sethi on 11.12.1988. That during the life time of her adopted father, he had taken a LIC policy bearing No. 512008019 on 28.01.2022 for a sum of Rs. 58,886 (Fifty Eight Thousand Eight Hundred Eighty Six Rupees Only) and the said policy had matured in the year 2023. The father of the petitioner has died on 15.05.2022 and the petitioner being the only legal heir has applied for payment of the matured policy amount but the Respondent-Corporation has rejected the claim of the petitioner on the ground that the father of the petitioner had nominated one Shreemoy Basu who is arrayed as respondent no. 5 herein.

3. Learned counsel for the petitioner has stated that the said Shreemoy Basu is the daughter of the brother of the deceased and as per the Hindu Succession Act, the matured amounts are payable to the petitioner who is the only daughter of the policy holder but not to the nominee. That the petitioner is a class - I legal heir of the deceased policy holder and as per the Hindu Succession Act, the petitioner alone is entitled to receive the matured amounts but the respondent-corporation has rejected the claim of the petitioner solely on the ground that the father of the petitioner had nominated his brother's daughter as a beneficiary.

4. Learned counsel for the petitioner has stated that once the petitioner was adopted through a legal means any nomination in the policy pales into insignificance and the petitioner being a class-I legal heir under the Hindu Succession Act she is the only person entitled to receive the matured amounts.

5. *Per contra*, the learned counsel appearing on behalf of the respondent corporation has stated that in the policy taken by the deceased i.e. father of the petitioner, he had nominated his brother's daughter as a beneficiary (Respondent no. 5) and therefore, the corporation was legally bound to pay the amounts to the nominee only. That in case the petitioner has any grievance, the petitioner can always approach the Civil Court for redressal of her

grievances. Further, it is stated that in case the Respondent No. 5 has no objection for paying the matured amounts under the policy to the petitioner, the corporation would be more than willing to pay the same.

6. Learned counsel appearing on behalf of the Respondent No. 5 has stated that the Respondent No. 5 has no objection for paying the matured amounts to the petitioner.

7. Having regard to the above made submissions by the counsel for the Respondent No. 5 and also the counsel for the corporation, this court directs the Respondent-Corporation to pay the matured amounts of the LIC Policy No. 512008019 taken on 28.01.2002 by the deceased father of the petitioner to the petitioner as expeditiously as possible preferably within a period of four weeks from the date of receipt of the copy of this order.

8. With the above directions, this writ petition stands allowed.

(A. Abhishek Reddy , J)

gauravkr/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	25.07.2023
Transmission Date	N/A