



W.P.No.1452 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.06.2023

CORAM :

THE HONOURABLE MR.JUSTICE P.B.BALAJI

W.P.No.1452 of 2018

S.Sundari

... Petitioner

Vs.

Indian Oil Corporation Limited
Represented by its Manager,
Marketing Division,
Southern Region,
Indian Oil Bhavan,
139, Mahatma Gandhi Road,
Nungambakkam High Road,
Chennai - 600 034.

... Respondent

Prayer: Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondent to disburse the entire accumulated pension amount accrued under Indian Oil Corporation Limited Employees Superannuation Benefit Fund Scheme payable in the name of Late R.Subramaniam, Employee No.14844 to the petitioner forthwith after considering the representation of the petitioner dated 21.06.2017 in accordance with law on merits expeditiously within a time frame as stipulated by this Court.



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For Petitioner : Mr. C.E.Pratap

For Respondent : Mr. Anand Gopalan
for M/s.T.S.Gopalan and Co.

ORDER

The petitioner has filed this writ petition seeking issuance of a Writ of Mandamus, to direct the respondent to disburse the entire accumulated pension amount accrued under Indian Oil Corporation Limited Employees Superannuation Benefit Fund Scheme payable in the name of Late R.Subramaniam, Employee No.14844 to the petitioner forthwith, after considering the petitioner's representation dated 21.06.2017 in accordance with law and on merits, expeditiously, within a stipulated time frame.

2. The petitioner is wife of one R.Subramaniam, who was employed in the Marketing Division at Sankagiri Depot of the respondent Corporation. The petitioner sought for settlement of death benefits and the pension amounts lying to the account of her deceased husband.

3. Despite several representations, the respondent Corporation did not act on any of the said representations and therefore, the petitioner went and met the then Manager by name Venkatraman personally on 27.10.2014 and handed



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over all the relevant documents.

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4. It is the case of the petitioner that since she did not know English, the then Manager filled up all particulars in the application forms and stated that the petitioner has opted for Option No.1 and obtained signatures from the petitioner.

5. The petitioner was on the fond hope that all the pension benefits due and payable to her consequent to the demise of her husband were invested with Life Insurance Corporation of India, by way of deposit for three years and that accrued interest would be credited to her account every month.

6. The petitioner would contend that a sum of Rs.4,767/- is being credited into her Savings Bank Account every month thereafter. On 15.05.2017, when the petitioner contacted the Office of the respondent Corporation and sought for clarification with regard to pension amounts payable to her after the lock-in period of three years, she was shocked on being informed that the amounts would be deposited with Life Insurance Corporation of India and till her life time, she would be entitled to receive only interest.

7. The allegations of the petitioner is that the then Manager of the



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respondent Corporation never explained about the options and the features of

the Pension Scheme to the petitioner and he alone filled up all necessary forms.

The petitioner with such grievance has therefore approached this Court seeking issuance of a Writ of Mandamus, to disburse the entire accumulated pension amount payable to her husband.

8. The respondent Corporation has filed counter affidavit stating that after the demise of the petitioner's husband R.Subramaniam, there was a rival claim from one another lady, who claimed to be the wife of R.Subramaniam, apart from the petitioner herein.

9. The petitioner has filed S.C.O.P.No.11 of 2006 and the order passed in an earlier S.C.O.P was revoked and ultimately the Principal District Munsif, Erode in and by an order dated 20.11.2013 granted a Succession Certificate to the petitioner and her four children, each being entitled to one-fifth share in the benefits.

10. Insofar as the averments and allegations pertaining to deposit all the benefits with Life Insurance Corporation of India, it is stated that the petitioner was informed about all the options and she was also explained about the



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features of the Pension Scheme. It was the petitioner, who chose Option No.1, and she was fully aware that she would get only monthly pension during her life time and that the annuity will not be returned to her.

11. It is also pointed out in the counter affidavit that the petitioner was fully aware of the consequences, filled up the application form, affixed her signature and the Advocate, who assisted the petitioner also signed as a witness.

12. It is also stated that the petitioner has been receiving the monthly interest for the past four years and she has never protested or objected at any point of time and all of a sudden, she has woken up and approached this Court, making allegations against the respondent Corporation's then Manager, on the premise that the petitioner was not informed about the various options and that she was misled by the representations of the then Manager of the respondent Corporation.

13. Heard the learned counsel for the petitioner and the learned counsel for the respondent. This Court has also perused the documents filed in support of the writ petition.

14. The respondent Corporation has tied up with Life Insurance



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Corporation of India to provide a Scheme for its employees, which is titled as

Indian Oil Corporation Limited Employees Superannuation Benefit Fund

Scheme. The Scheme provides for eight options with regard to pension amounts and admittedly, the petitioner has chosen Option No.1 in terms of which, she would be entitled only to interest every month during her life time and not the annuity.

15. It is also seen that the application form has also been signed by the Advocate, who has accompanied the petitioner. Further, the petitioner has taken the benefit under the said Scheme for four years, one year over the lock-in period of three years and for the first time on 26.02.2015, a Legal Notice was issued by her to the respondent Corporation regarding refund of the accumulated amounts. It is not in dispute that the pension amounts have been deposited with Life Insurance Corporation of India, who continues to hold the same till date and they have been paying the monthly interest to the petitioner. The question of payment of annuity, if at all can be only directed against the Life Insurance Corporation of India and not against the respondent Corporation herein.

16. The petitioner was fully aware of the deposit being made under the



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Scheme framed by the respondent Corporation in tie up with Life Insurance Corporation of India. The petitioner has not even chosen to implead Life Insurance Corporation of India as a party respondent in the present writ petition. This is one another factor, which clearly goes against the petitioner.

17. For all the above reasons, this Writ Petition is fails and it is dismissed. No costs.

20.06.2023

Index : Yes / No
Internet : Yes / No
Speaking Order/Non-Speaking Order
Neutral Citation : Yes / No

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P.B.BALAJI, J.

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To

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