

32. 19.03.2024
bd. Ct.15

WPA 31261 of 2017

Hosneara Begum

-VS-

The Union of India & Ors.

Mr. Ibrahim Shaikh

Mr. Subrata Mukherjee ... for the petitioner.

Ms. Soma Roy Chowdhury

Ms. Payel Khanra ... for the LIC

Mr. Shamim Ul Bari

... for the State

Petitioner is the wife of deceased insured person claiming interest on the amount paid by the concerned authority of Life Insurance Corporation of India (hereinafter referred to as "LIC"). There are other policies in connection with which timely payment was made in favour of the petitioner after the death of the husband of the petitioner on 21st June, 2015 but according to the petitioner two sums were paid to her amounting to Rs. 1(One) Crore and another Rs. 2 (two) lakh after the claim was lodged on 15th August, 2015 on 4th February, 2017. The learned advocate representing the petitioner submits that after the death of her husband claim was lodged on 15th August, 2015 and in this regard reliance has been placed at page 57 (a) of the writ petition. After lodging such claim in connection with the insurance policy named Amulya-Jibon under serial no. 429399519 the concerned authority of LIC by issuing letters dated 18th January, 2016, 15th February, 2016 and 30th July, 2016 informed the petitioner that her claim was being processed and ultimately remitted the

amount in connection with the policy named Amulya-Jibon under serial no. 429399519 on 4th February, 2017. However, in connection with another policy against which Rs. 2 (two) lakh was paid to the petitioner in the month of February 2017 as it has been submitted by the learned advocate representing the petitioner no document has been annexed to the writ petition in order to substantiate that there was delay in making payment of the said sum of Rs. two (2) lakh.

Learned advocate representing the LIC has made an attempt to resist a claim of the petitioner on the ground that there was mis-statement at the time of issuance of policy by the husband of the petitioner to the extent that the husband of the petitioner was suffering from cancer which was suppressed and according to LIC due to expiry of three years as contemplated under section 45 of the Insurance Act, 1938 the said policy could not be questioned. In addition thereto it has also been submitted that the petitioner at the time of processing the claim absolved of LIC from paying interest since petitioner signed a discharge voucher declaring that full payment was made.

From the case made out on behalf of the petitioner it appears that after the claim was submitted by her on 15th August, 2015, Rs. one (1) crore was transmitted to her account on 4th February, 2017 but the reason behind delay in releasing the said amount in favour of the petitioner has not been satisfactorily explained in the affidavit-in-opposition filed on behalf of LIC excepting

reference being made to the extent of putting signature on the discharge voucher at the instance of the petitioner. Albeit submission has been made at the bar that there was mis-statement on the part of the petitioner's husband while getting insurance policy without disclosing the fact that the husband of the petitioner was suffering from cancer but on perusal of the affidavit-in-opposition it transpires that to that extent there is no whisper made therein. Applicability of section 45 of the Insurance Act, 1938 depends upon certain condition delineated therein; since affidavit-in-opposition is silent on such allegation made by the learned advocate representing the LIC, the LIC is not in a position to get the benefit of section 45 in the event stipulated condition of three years applies in the present case.

Only defence which has been advanced is signing discharge voucher expressing satisfaction regarding the payment made by LIC but that cannot absolve of LIC from paying interest in the event delay occurs in releasing the amount as the delay is attributable to LIC. Since after lodging claim on 15th August, 2015 sum of Rs. 1(one) crore was paid to the petitioner on 4th February, 2017 against policy being Amulya-Jibon under serial no. 429399519 the petitioner is entitled to receive interest @ 8% p.a. on the said amount of Rs. 1(one) crore from the date of receiving claim from the petitioner till the date of releasing the amount in favour of the petitioner and accordingly such interest is to be paid to the petitioner within a period of four weeks from the date of communication of this order.

However, the claim of interest on Rs. 2(two) lakh in connection with another policy as laid by the petitioner by filing this writ petition is refused since the petitioner could not demonstrate before this Court that when the amount was paid to her after lodging claim.

With the aforesaid observations and directions the writ petition stands disposed of.

However, there shall be no order as to costs.

Urgent photostat certified copy of the order, if applied for, be given to the parties, upon usual undertakings.

(Saugata Bhattacharyya, J.)