IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.04.2024

CORAM

THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN

W.P.No.26780 of 2021

Bhuvaneshwari ... Petitioner

Vs

1. The Deputy Director,
   Department of Financial Services,
   Ministry of Finance,
   3rd Floor, Jeevan Deep Building,
   Sansad Marg,
   New Delhi – 110 001.

2. The Branch Manager,
   Allahabad Bank,
   Chengalpettu (2396)
   No.5, Big Maniyakara Street,
   Chengalpettu – 603 001.

3. United India Insurance Co.Ltd.,
   No.134, Greams Road,
   IV Floor, Anna Salai,
   Chennai – 600 006. ... Respondents

Writ Petition is filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the rejection letter of the second respondent dated 04.12.2019 and quash the same and consequently to direct the respondents to settle the Insurance claim under PMSBY Scheme to the petitioner.

For Petitioner : Ms.A.Subadra

For Respondents : No appearance (for R1)

Mrs.S.R.Sumathy (for R2)

Mr.V.Dakshnamoorthy (for R3)

O R D E R

The Writ Petition has been filed challenging the order passed by the second respondent dated 04.12.2019, thereby the second respondent rejected the claim made by the petitioner on the ground of "huge delay from the claimant's end".

2. The petitioner's husband had Savings Bank Account No.50279108834 with the second respondent/Bank from 11.05.2015. He was also a beneficiary under Pradhan Mantri Suraksha Bima Yojana Scheme (hereinafter referred to as 'the PMSBY Scheme' for short) The PMSBY Scheme is the Government-backed accident insurance scheme and the same was launched by a Government of India on 09.05.2015, aiming to bring the uninsured population under insurance cover under the PMSBY Scheme and the risk coverage available to the tune of Rs.2,00,000/- for accidental death

and permanent disability and a sum of Rs.1,00,000/- is available for partial disability. The PMSBY Scheme, a sum of Rs.12 per annum as premium was deducted from the account holder's bank through auto-debit facility. Accordingly, the petitioner's husband was insured under the PMSBY Scheme. While that being so, on 18.06.2018, the petitioner's husband met with an accident while he was riding a motor cycle. Due to the accident, he sustained multiple grievous injuries and in fact, the First Information Report was registered in Crime No.342 of 2018 on the file of the Inspector of Police, Maraimalai Nagar Police Station, Kancheepuram District. Immediately, the petitioner was admitted in a hospital and he died on 23.06.2018 due to the injuries sustained by him during the accident. The petitioner being the wife of the deceased, submitted a claim petition claiming the insurance amount under the PMSBY Scheme. However, it was rejected by the second respondent on the ground that the claim was made belatedly.

3. The learned counsel for the second respondent submitted that the petitioner's husband was not insured with the third respondent and the insurer is completely a different Company, viz., the Universal Sompo

General Insurance Company Limited. Therefore, without including the insurer, the claim made by the petitioner cannot be considered. She further submitted that the second respondent is only a forwarding agent and the competent authority rejected the claim made by the petitioner on the ground of huge delay.

4. Admittedly, the petitioner's husband was an account holder with the second respondent/Bank. Under the PMSBY Scheme, the second respondent engaged the Universal Sompo General Insurance Company Limited and deducted a sum of Rs.12 per annum as premium under the PMSBY Scheme. Therefore, the account holder had no knowledge about his insurer. That apart, the insured person died and the petitioner is a legal heir of the insured person. Hence, she had no knowledge about the second respondent's tie up with the Insurance Company. That apart, on the ground of delay, the claim made by the petitioner cannot be rejected. The husband of the petitioner was duly insured with the insurer under the PMSBY Scheme. Therefore, the impugned order cannot be sustained and it is liable to be quashed.

5. In view of the above, the impugned order dated 04.12.2019 passed by the second respondent is hereby quashed. The second respondent is directed to immediately forward the claim petition with necessary documents to the insurer, viz., the Universal Sompo General Insurance Company Limited, JVL Plaza, No.626/501, Anna Salai, Sathyamurthy Nagar, Teynampet, Chennai – 600 018. On receipt of the same, the said Insurance Company is directed to pursue the claim petition and disburse the insured amount to the petitioner within a period two weeks from the date of receipt of the claim petition. However, the petitioner is directed to co-operate with the second respondent while forwarding the claim petition.

6. In the result, this Writ Petition is allowed. No costs.

17.04.2024

Index:Yes/No
Neutral Citation/Yes/No
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To

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Copy to

The Universal Sompo General Insurance Company Limited,
JVL Plaza, No.626/501,
Anna Salai, Sathyamurthy Nagar,
Teynampet,
Chennai – 600 018

G.K.ILANTHIRAIYAN, J.

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