IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12841 of 2025

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Priyanka Kumari Wife of Late Brajesh Mishra, Resident of Village- Dhanadih, P.O.- Yogia, P.S.- Rasoolpur, District- Saran at Chhapara.

... ... Petitioner/s

Versus

1. The Life Insurance Corporation of India through the Executive Director CRM, Yogakshema Building, Jeevan Bima Marg, Mumbai- 400021.
2. The Executive Director CRM, LIC of India, Yogakshema Building, Jeevan Bima Marg. Mumbai- 400021.
3. The Regional Manager (CRM/PS), LIC of India, East Central Zone, 5th Floor, Jeevan Deep, Exhibition Road, Patna- 800001.
4. The Divisional Manager, L.I.C. of India, Patna Division-1 Office, Jeevan Prakash, Mazharul Haque Path, Patna- 800001.
5. The Divisional Manager, L.I.C. of India, Bhubaneshwar Divisional Office, Jeevan Prakash, Near Governor's House, Surya Nagar, Bhubaneshwar, Odisha- 751001.
6. The Branch Manager, L.I.C. of India, 1 SSO Branch, Sumitra Complex, Phulwari Sharif, Opposite Block Office, Patna- 801505.
7. The Branch Manager, L.I.C. of India, Divisional Office Branch, Bhubaneshwar, Odisha- 751001.
8. The Claim Manager, L.I.C. of India, Jeevan Deep, Exhibition Road, Patna- 800001.
9. The Branch Manager, L.I.C. of India, CAB, Bhubaneshwar, Laxmisagar, Bomikhal, Jharapada, Bhubaneshwar, Odisha- 751006.
10. Rajlakshmi Mishra, Wife of Late Sachidanand Mishra, Resident of Village- Dupahi Agarawali, P.S.- Dubhar, District- Balia, Uttar Pradesh, PIN- 277401.
11. Hrishikesh Mishra, Late Sachidanand Mishra, Resident of Village- Dupahi Agarawali, P.S.-Dubhar, District- Balia, Uttar Pradesh, PIN- 277401.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Shekhar Singh, Sr. Adv.
	:	Mr. Sumit Kumar, Adv.
	:	Mr. Hari Om, Adv.
	:	Mr. Prasoon Shekhar, Adv.
For the Respondent/s	:	Mr. Abhimanyu Vatsa
For the Respondent Nos. 1 to 9	:	Mr. Rakesh Kumar, Adv.
	:	Mr. Abhimanyu Vatsa, Adv.
	:	Mr. Sameer Sawarn, Adv.
	:	Mr. Rajni Kant Singh, Adv.
For the Respondent Nos. 10 and 11	:	Mr. Satish Chandra Mishra, Adv.
	:	Mr. Md. Nurhool Hoda, Adv.

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

3 16-12-2025

1. The petitioner is a widow of one Brijesh Mishra. The writ application has been filed by the petitioner for a direction to the respondent/Life Insurance Corporation and its authorities to pay the death claim benefits arising out of L.I.C. Policy No. 846938124 purchased in the name of deceased husband of the petitioner.

2. The brief facts of the case is that petitioner was married to Brijesh Mishra on 24.11.2016 as per the Hindu Rites. The petitioner's husband was employed in Canara Bank as a senior manager. The husband of the petitioner died of cancer on 21.01.2021. During his lifetime, the petitioner's husband had purchased two insurance policies from L.I.C. in his name having a Policy No. 518925090 having the date of commencement on 11.12.2013. The maturity of the sum assured of the said policy was Rs. 5,51,000/- and death benefits assured was Rs. 5,00,000/-. The husband purchased another policy bearing Policy No. 846938124 having date of commencement on 19.06.2019. The sum assured of the said policy is Rs. 60,00,000/-. In the first policy bearing No. 518925090, the brother of the petitioner's husband, Shri Rishikesh Mishra, respondent no. 11, was nominated as a nominee. In the second

policy, the petitioner was made as a nominee.

3. It is the case of the petitioner that after death of her husband, the petitioner came to know that respondent no. 11 has got his name inserted as nominee with respect to Policy No. 846938124. Insofar as Policy No. 518925090 is concerned, admittedly, respondent no. 11 has received the death-cum-maturity amount of this policy from L.I.C. to the tune of Rs. 5,00,000/-. The dispute is now with regard to Policy No. 846938124 of Rs. 60 lakhs in which the respondent no. 11 has been made nominee by the deceased.

4. Mr. Shekhar Singh, learned senior counsel for the petitioner submits that while working in the Canara Bank, the husband of the petitioner was detected to be a patient of cancer in the year 2019 and died due to that ailment on 20.01.2021. After death of the petitioner's husband, respondent no. 10 and 11 i.e., mother-in-law and elder brother of the petitioner's husband tried to withdraw the entire benefits of the NPS of petitioner's husband from the bank and to get the amount settled in their favour. However, the said demand was turned down by the bank, leading to filing of writ petition by respondent no. 10 and 11 in C.W.J.C. No. 2846 of 2022 without adding the petitioner as party therein.

5. This Hon'ble Court, vide order dated 09.02.2023, directed them to add wife of the deceased, i.e., petitioner, as respondent no. 4 and accordingly, after notice, the petitioner appeared in the aforesaid writ application. The writ petition was heard in presence of the petitioner of the present case and respondent no. 10 and 11 herein and disposed vide order, dated 03.09.2024, after coming to the conclusion that as per the settled legal position, that nomination per se does not confer any exclusive beneficial interest on the nominee, the amount so received are to be distributed according to Hindu Succession Act, 1956. The respondent/Canara Bank was directed to release half of the amount of NPS or any other terminal benefit each to the petitioner no. 1 i.e., mother of the deceased as well as respondent no. 4 i.e., petitioner herein by dividing the same equally between two of them preferably within a period of four weeks.

6. Learned senior counsel further submits that insofar as the amount received towards death claim of petitioner's husband with regard to first policy, bearing No. 518925090, has already been received by the nominee i.e., elder brother of the petitioner's husband/respondent no. 11 herein, Petitioner reserves her right to claim that amount from respondent no. 11

in accordance with the provisions of relevant law before the appropriate forum.

7. He referred to the judgment of this Court inter parties rendered in C.W.J.C. No. 2846 of 2022, dated 03.09.2024, which has already been decided as discussed hereinabove. Another judgment relied upon by the petitioner is C.W.J.C. No. 12012 of 2018 of a Co-ordinate Bench of this Court dated 25.09.2019 having the identicle fact in which the wife was claiming the death-cum-maturity amount of her husband in which nominee in the L.I.C. policy was mother of the deceased. The Co-ordinate Bench of this Court relying upon the various judgment of the Hon'ble Supreme Court came to the conclusion that by virtue of the nomination under Section 39 of the Insurance Act, 1938, the nominee cannot claim 100% of the death claim proceeds, in view of the fact that the nominee has not questioned the status of the petitioner as a widow of her son, accordingly, the Court arrived at the conclusion that both petitioner i.e., wife as well as respondent no. 5 i.e., mother of the deceased are class one heirs under the Hindu Succession Act, 1956 and directed the L.I.C. and its authorities to pay the entire proceeds to the petitioner i.e., wife of the deceased and respondent no. 5 i.e., mother of the deceased by dividing the

same equally between the two of them after getting the due discharge.

8. The Co-ordinate Bench, in its conclusion also discussed that succession in the present case was opened on 22.06.2017 when the life assured died. By virtue of Section 14 of the Hindu Succession Act, 1956, the petitioner became entitled to receive the death claim proceeds arising out of the death of life assured, simultaneously with her mother-in-law who is another class one heir under the Hindu Succession Act, 1956. Once this right has vested with the petitioners, he cannot be divested of a right to receive the proceeds equally with her mother-in-law, even though after death of life assured, the petitioner has gone for a marriage.

9. Mr. Abhimanyu Vatsa, learned counsel appearing for the LIC argued that as per Section 39 of the Insurance Act, 1938, the nominee is entitled to receive the death claim proceeds of the life assured. In view of Section 39 of the Insurance Act, 1938, the death claim of the Policy No. 518925090 has already been handed over to the respondent no. 11 by the L.I.C.

10. On the other hand, Mr. Satish Chandra Mishra, learned counsel for respondent no. 11 argued that the

nomination of the petitioner was changed in the life time of the life assured and respondent no. 11 who is elder brother of the deceased was made the nominee. The father of the petitioner died in the year 1997 and at that point, the deceased was about 19 to 20 years old. The respondent no. 11 took all the responsibility of the deceased including teaching and other facilities were provided to him by respondent no. 11 being the elder brother and natural guardian. Respondent no. 11 spoiled his entire career for supporting his brother who unfortunately died of cancer. Respondent no. 11 also took care of his widow mother after death of his father.

11. Late Brijesh Mishra, son of respondent no. 10 was initially employed in Canara Bank in 2013 and became Divisional Manager therein. The writ petitioner was married with Brijesh Mishra in November 2016 and after the marriage, she hardly stayed with her husband due to her indifferent behavior and both respondent no. 10 and 11 remained with the deceased Brijesh Mishra to help him as he became ill. During his period of illness, the petitioner hardly stayed with him. It was due to callous and irresponsible behavior of the petitioner, Late Brijesh Mishra i.e., son of respondent no. 10, in his life time had changed the nomination in one of his life insurance

policy bearing no. 846938124 replacing his wife's name with that of the respondent no. 11 namely Rishikesh Mishra.

12. I have heard learned counsel for the parties and have gone through the materials available on record including the judgments relied upon by the petitioner. The point of determination in this case is very short as to wether the nominee under Section 39 of the Insurance Act, 1938, has the right to receive and appropriate entire death claim of the deceased even if he is not the first class heir as per the Hindu Succession Act.

13. The respondent no. 11 who is a nominee in the insurance policy can only receive the money for distributing it amongst the class 1 legal heirs. Admittedly, it is not in dispute that in the present case, petitioner and respondent no. 10 are class 1 legal heirs. The status of the petitioner as widow of the life assured is not disputed. After the death of the life assured, the rule of succession in the present case started. The status of the contesting parties under the Hindu Succession Act is clear inasmuch as the petitioner and respondent no. 10 are the first class heirs and respondent no. 11 comes under class 2 heir. The only contention on part of the respondent no. 11 is that while the deceased/life assured was about 19 to 20 years of age, he took proper care of the deceased and provided adequate facilities

including the proper education. By virtue of his care and protection given to the deceased, respondent no. 11 who is a brother cannot become class 1 heir under the Hindu Succession Act.

14. A Co-ordinate Bench of this Court in a case decided inter-parties with regard to the payment of NPS amount claimed by respondent nos. 10 and 11 has decided the dispute after detailed discussion on fact and the law and came to the conclusion that in view of the settled legal position that nomination alone does not confer any exclusive beneficial interest on the nominee, the amount so received are to be distributed according to Hindu Succession Act. The Respondent/Canara Bank was directed to release half of the amount of NPS or any other terminal benefits, each to Petitioner No. 1 i.e., mother-in-law of the present petitioner as well as respondent no. 4 i.e., present petitioner by dividing the same equally between two of them.

15. Considering the aforesaid discussion on fact as well as on law, the present writ application is allowed with a direction to the L.I.C. of India and its concerned authorities to pay the death claim of the life assured to the petitioner as well as respondent no. 10 i.e., mother of the deceased by dividing the

same equally between two of them after getting due discharge.

16. Let the entire payment be made within a period of two months from the date of receipt/production of a copy of this order.

17. With the aforesaid direction and observation, the present writ application is disposed.

(Anil Kumar Sinha, J)

HarshPandey/-

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