

**IN THE HIGH COURT OF JUDICATURE AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

HEARD ON: 16.04.2025

DELIVERED ON: 16.04.2025

**CORAM:
THE HON'BLE CHIEF JUSTICE T.S. SIVAGNANAM
AND
THE HON'BLE JUSTICE CHAITALI CHATTERJEE (DAS)**

**M.A.T. 360 of 2025
With
I.A. No. CAN 1 of 2025
With
I.A. No. CAN 2 of 2025
Kiran Jaswal
Vs.
The Chairman, Life Insurance
Corporation of India & Ors.**

Appearance:-

**Mr. Pranit Bag
Mr. Avijit Ghosal
Ms. Amani Kayan
Mr. Anushko Dasfor the appellant**

**Mr. Avishek Guha
Mr. Subhajit Das.....for the LIC**

(Judgment of the Court was delivered by T.S. SIVAGNANAM, C.J.)

1. Affidavit of service filed in Court today is taken on record.
2. This intra-Court appeal by the writ petitioner is directed against the order dated January 3, 2025 in W.P.A. 24153 of 2024. This is the third time the appellant is before us pleading the very same case with regard to an alleged insurance policy, which was taken by the appellant through an agent viz., Mahesh Chandra Jha.
3. In an earlier writ petition in W.P.A. 12016 of 2024, a similar plea was raised and the learned Writ Court declined to issue the direction, as sought for and however, disposed of the writ petition with an observation that if

the writ petitioner is able to show any receipt from LIC upon acceptance of Rs. 2 lakhs (onetime premium), in that event, the writ petitioner may approach the LIC for necessary consideration of the case.

4. Admittedly, the appellant could not produce the payment receipt. The appellant sought to rely upon an Agent's proposal and Policy Register, said to be generated in the name of Mahesh Chandra Jha.
5. The learned advocate appearing for the appellant would strenuously contend that the appellant's policy is reflected in the said register and the status shown in the register is 'completed business'. Therefore, it is submitted that the learned writ Court ought to have issued the direction, as sought for by the petitioner and directed the LIC to effect payment of the onetime premium paid by the appellant.
6. Firstly, it needs to be pointed out that in a writ petition, a direction cannot be issued to settle an earlier claim or to question the repudiation of an insurance policy, more particularly, in the facts and circumstances of the case on hand, wherein large-scale fraud has been committed to the tune of Rs. 3.48 crores and LIC has been defrauded. The brain behind the same is one Debabrata Ray, who is stated to be an employee of the LIC. He has misappropriated the funds of LIC and has also issued fake policy certificates.
7. The LIC took a very fair stand by stating that if the petitioner is able to produce the payment receipt, they will be in a position to honour the claim. However, surprisingly, the petitioner has not been able to produce the payment receipt. Equally so, there are other people, who have also made similar claims as that of the appellant/writ petitioner stating that they have paid onetime premium by cash to the agent and the policy note was

generated and since it is alleged that fraud has been committed by the employee of LIC, the onetime premium paid by them should be remitted. Thus, a common feature arises in all such cases.

8. Admittedly, the CBI has taken up the case for investigation and has filed a final report on December 31, 2014 before the learned Judge, 3rd Special Court, CBI, Bankshall, Kolkata and the matter is pending.
9. That apart, since the disputed questions of fact are to be adjudicated to consider the claim of the petitioner, the same cannot be done in a writ petition, more so, considering the complexity of the matter and the large-scale fraud, which has been alleged to have been committed.
10. Therefore, the learned Single Bench was fully justified in not granting the relief sought for in the writ petition. We find no ground to interfere with the impugned order. Accordingly, the appeal fails and is dismissed along with the connected applications.
11. No costs.
12. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

(T.S. SIVAGNANAM)
CHIEF JUSTICE

I agree.

(CHAITALI CHATTERJEE (DAS), J.)