

IN THE HIGH COURT AT CALCUTTA
(Constitutional Writ Jurisdiction)
APPELLATE SIDE

Present:

The Hon'ble Justice Krishna Rao

WPA No. 21247 of 2025

Sayan Kundu

Versus

The National Insurance Company Limited & Ors.

Mr. Sadananda Ganguly

Mr. Arnab Kr. Neogi

Mr. Anirban Saha

Mr. Sourav Samanta

.....For the petitioner.

Mr. Guddu Singh

.....For the respondent nos. 1, 2 and 4.

Mr. Rajesh Singh

...For the respondent no. 3.

Hearing Concluded On : 25.11.2025

Judgment on : 01.12.2025

Krishna Rao, J.:

1. The petitioner has filed the present writ application praying for a direction upon the respondent authorities particularly the respondent nos. 1 and 2 to settle and adjudicate the insurance claims made by the petitioner.
2. The father of the petitioner, Late Ratan Kumar Kundu had purchased one insurance policy from the National Insurance Company Limited, the policy being National Domestic Travel Policy, for a trip to Rajasthan starting from 26th April, 2024 till 8th May, 2024, covering an assured amount of Rs. 10 lakhs. After purchasing of the said policy, the father of the petitioner was travelling from Ajmer to Kolkata by train and during the said journey, the father of the petitioner had accidentally fallen from the running train near Tolra Railway Station and died on spot. After the death of the father of the petitioner, the petitioner has submitted the claim before the Insurance Company by disclosing all the documents.
3. Learned Counsel for the petitioner submits that inspite of submission of insurance claim, the respondents had not considered the case of the petitioner for release of the insurance claim. On 10th March, 2025, the petitioner has made a representation to the National Insurance Company Limited requesting for consideration of the claim of the petitioner and to settle the claim of the petitioner at the earliest but the same was not considered and is pending before the respondent no. 2.

- 4.** Mr. Guddu Singh, Learned Advocate appearing for the respondent nos. 1, 2 and 4 has handed over a document and submits that the National Insurance Company has settled the claim of the petitioner by paying an amount of Rs. 10 lakhs being the full and final settlement of claim of the deceased Ratan Kumar Kundu.
- 5.** Mr. Singh submits that in the present writ application, the petitioner has prayed for a direction upon the respondent nos. 1 and 2 to settle and adjudicate the claims of the petitioner but during the pendency of the writ application, the insurance company has settled the claim and paid the insurance claim of Rs. 10 lakhs, thus nothing remains in the present writ application and prayed for dismissal of the writ application.
- 6.** The petitioner has relied upon the Master Circular on Protection of Policyholders' Interests, 2024 and submits that as per the said Master Circular in case where the claim is not settled within the specified timelines, then the claimant is entitled for interest at the bank rate plus 2 % from the date of receipt of intimation to till the date of payment. In the said Master Circular, it is also mentioned that such interest shall be paid by the insurers' suo motu.
- 7.** The Counsel for the petitioner submits that though the Insurance Company has released the claim of Rs. 10 lakhs but has not paid the interest.

8. Heard the Learned counsel for the parties. The petitioner has filed the present writ application praying for a direction upon the respondent nos. 1 and 2 to settle and adjudicate the claims of the petitioner on account of the death of the father. During the pendency of writ application, the insurance company has settled the claim of the petitioner by paying an amount of Rs. 10 lakhs.
9. The petitioner has not filed the copy of the claim filed before the Insurance Company in the present writ application. The petitioner has only prayed for direction for consideration of the claims of the petitioner by the respondents. Pending writ application, the respondents have settled the claim and paid an amount of Rs. 10 lakhs. As regard to the interest, this Court finds that the petitioner has received the settled amount of Rs. 10 lakhs without any protest and it is also mentioned in the discharge slip that *“In consideration of such payment I/We hereby absolved the company from all liability present or future arising directly or indirectly out of the said loss or damage under the said policy”*.
10. The Insurance Company already paid the claim amount to the petitioner during the pendency of the writ application, there is nothing to adjudicate further in the present writ application.
11. In view of the above, as **WPA No. 21247 of 2025** is **disposed of**.

Parties shall be entitled to act on the basis of a server copy of the Judgment and Order placed on the official website of the Court.

Urgent Xerox certified photocopies of this judgment, if applied for, be given to the parties upon compliance of the requisite formalities.

(Krishna Rao, J.)