

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 1429 OF 2025

Mr.Basant Singh Tiwari ... Petitioner

versus

The Chairman,
Life Insurance Corporation of India & Ors. ... Respondents

Mr.B.K.Mishra for the Petitioner.

Mr.Ajay G. Khaire for Respondent Nos. 1 to 4- LIC.

CORAM : RAVINDRA V. GHUGE &
SHYAM C. CHANDAK, JJ.

DATE : 3rd February, 2025

P.C. :-

1. The Petitioner has put forth prayer clauses (a), (b), (c)
and (d), as under :

“a) That this Hon'ble court be pleased to direct the respondent no. 1 to 3 to pay the due entire commission amount since May 2022 to till upto date with interest and all consequential benefit to the petitioner within stipulated period.

b) That this Hon'ble court be pleased to issue writ of mandamus by directing the respondent no. 1 to 3 to pay Rs. 50,000/-(Rupees fifty thousand only) as financial assistance (during the period of covid-19), to the petitioner as given to other LIC agents.

c) That this Hon'ble court be pleased to direct the respondents no. 1 to 3 to pay the amount with

interest of Sambardhan Pension Plan to the petitioner.

d) That this Hon'ble court be pleased to issue writ order or direction in the nature of mandamus directing the respondent no. 1 to 3 to continue sending mail, e-mail, statement of account regarding commission and premium due list to petitioner regularly without any break”.

2. We have heard the strenuous submissions of the learned Advocates appearing for the Petitioner and on behalf of the Respondents, LIC. With their assistance, we have perused the Petition paper-book.

3. The learned Advocate for the Respondents opposes this Petition contending that this Court cannot exercise its jurisdiction as if it is dealing with a recovery suit. There are several disputed aspects and this Court should not deal with the disputed issues, keeping in view the law laid down by the Hon'ble Supreme Court in the case of *Assistant Commissioner (CT) LTU Kakinada & Ors. v. M/s. Glaxo Smith Kline Consumer Health Care Limited.*¹

5. We are unable to entertain this Petition primarily for the reason that the High Court cannot exercise its jurisdiction under

¹ [2020] 4 S.C.R. 602

Article 226 of the Constitution of India for the purposes of recovering unpaid amounts, as if the High Court is dealing with a recovery suit. Secondly, the record before us clearly indicates that there is a serious dispute raised by the LIC as against the Petitioner and for some reasons, commission amounts have not been released from May, 2022. However, if there is an undisputed amount towards commission, which can be paid by the LIC to the Petitioner, we can take cognizance of the said aspect.

6. In view of the above, **this Writ Petition is disposed off** with the following directions :

a) If there are any undisputed amounts towards commission, payable by the Respondents LIC to the Petitioner, such undisputed amounts be paid, within a period of 30 days from today;

b) Since the Petitioner has been entering into correspondence with the Respondents LIC through legal notices, let the Respondents inform the Petitioner in writing as to what are the complaints against him

and which are the components on which there is a dispute. Let this exercise be completed within a period of 30 days;

c) After the Petitioner receives the information from the Respondents, he would be at liberty to prefer a Civil Suit for the disputed issues, within limitation, since the limitation is said to end by April, 2025;

d) All contentions are kept open.

(SHYAM C. CHANDAK, J.)

(RAVINDRA V. GHUGE, J.)