IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.07.2025

C O R A M

THE HONOURABLE MRS.JUSTICE J.NISHA BANU
AND
THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

W.A.No.408 of 2024

1. The Zonal Manager,
   LIC of India,
   Zonal Office, Anna Salai,
   Chennai-600 002.

2. The Senior Divisional Manager,
   LIC of India,
   India Life Building, Divisional Office,
   1543/44, Trichy Road,
   Coimbatore-641 018.

3. The Senior Branch Manager,
   LIC of India,
   Vella Pilliaiyar Koil Street,
   Bhavani. ... Appellants/Respondents

-vs-

1. Mrs.R.Seethammal
2. Mr.Suganthan
3. Mrs.Mekala ... Respondents/Petitioners

Prayer: Writ Appeal is filed under Clause 15 of the Letters Patent, seeking to set aside the order dated 12.04.2023 passed in W.P.No.25173 of 2017.

For Appellants : Mr.R.S.Anandan
For Respondents : Mr.A.Arokia Satheesh

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JUDGMENT

(*By J.Nisha Banu,J.*)

A challenge in the Writ Appeal is to the order dated 12.04.2023 passed in W.P.No.25173 of 2017, by which, the Writ Petition was allowed, with a direction to the respondents therein to settle the eligible benefits under the Group Insurance Scheme.

2. The case of the appellants is the husband of the 1st petitioner, who was an LIC Agent died on 18.04.2013 and he was a member of the Group Insurance Scheme, which was introduced for the welfare of its own Agents. The eligibility condition of the policy was between 18 years to 65 years, insofar as the confirmed agent is concerned. As the deceased Agent crossed the age of 65 years well before his death, the respondents are not eligible for the benefits out of the policy and there is no possibility to relax the terms and conditions of the Policy for any individual. Though learned Single Judge held that the deceased Agent has crossed the age of 65, still he falls within the benefit of the LIC, which is contradictory. It is further case of the appellants that the consumer complaint filed before the District Consumer Forum, Erode was dismissed at the condone delay stage

and the respondents have not preferred any appeal against the rejection order and filed the Writ Petition, which is not at all maintainable. Though same was brought to the notice of the learned Single Judge, the reply was not considered.

3. Learned counsel for the respondents contended that the rights of the respondents cannot be deprived on the erroneous calculation of the age of the deceased Agent. The Group Insurance Scheme introduced by the LIC is for betterment of its Agents. When the LIC prescribed a mechanism for calculation of the age and the deceased Agent falls within its ambit, the denial of benefits under the Group Insurance Scheme payable to the deceased Agent is illegal. Therefore, learned Single Judge rightly held that the respondents are eligible for the benefits payable to the deceased Agent.

4. Heard the learned counsel on either side and perused the material documents available on record.

5. The husband of the 1st petitioner worked as an LIC Agent

and died on 18.04.2023 on account of heart ailment. The premium for the Group Insurance Scheme was duly deducted annually from the account of the deceased Agent and last such deduction was on 01.09.2012 for the period 2012 to 2013. After the demise, the wife of the deceased Agent approached the LIC for settlement of the amount accrued in the Group Insurance Scheme. The request for disbursement of the amount was negatived by the appellants, stating that since the deceased Agent already crossed the age of 65, the benefits cannot be granted to the respondents.

6. Before the learned Single Judge, it was argued by the LIC that after the death of the Agent, the 1st petitioner was appointed as an LIC Agent in the place of her husband and the commission payable to her deceased husband has been paid without delay. As such, the request for disbursement of the amount accrued under the Group Insurance Scheme cannot be acceded to, as the terms and conditions cannot be relaxed for each and every individual.

7. According to the respondents, as per the Scheme modified

from time to time, confirmed Agents, who fall between 18 years and 65 years would be granted the benefit of Group Insurance Scheme. The deceased Agent was born on 12.08.1947 and he died on 18.04.2013. The deceased Agent was the member of Group Insurance Policy till 12.08.2012 and therefore, his age upto 01.09.2012 has been calculated for reckoning the entitlement age of the deceased Agent. If the age of the deceased Agent as on 01.09.2012 is calculated based on the LIC Age calculator, it clearly displays that the deceased Agent has completed 65 years 0 Month 20 days. It further displays that the age should be rounded off to 65 for reckoning the age for LIC plan for the reason that not even a month has been completed after completing 65 years of age. When the age of a person runs between 0 month to 5 months, the age should be calculated as if the person has not completed 65 years of age in terms of their own mechanism derived for calculation of the age for LIC. Therefore, learned Single Judge rightly directed the LIC to settle the benefits of the deceased Agent to the respondents herein and we find no infirmity in the order of the learned Single Judge.

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AND

M.JOTHIRAMAN, J.
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8. The LIC is a welfare organization and the appellants should be liberal in extending the benefits to its Policy Holders without standing on strict technicalities. When the family members of the deceased Agent of LIC are made to run from pillar to post to receive the legally entitled benefits under the Group Insurance Scheme, the Public will lose their confidence in the LIC and would be reluctant to opt for LIC policies.

9. For the foregoing discussions and observations, finding no infirmity or illegality in the order of the learned Single Judge, this Writ Appeal is dismissed. No costs.

(J.N.B.J.,) **(M.J.R,J.,)**
15.07.2025

Index: Yes / No
Internet: Yes / No
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