S/L 8
05.05.2026
Court. No. 25
Sourav

WPA 6696 of 2026

Keshab Kundu
Vs.
The Union of India & Ors.

Mr. Avijit Ghoshal
... for the petitioner.

Mr. Avishek Guha
Mr. Subhajit Das
... for L.I.C.

Mr. Rajesh Singh
Mr. Aniruddha Singh
... for the respondent no. 11.

1. The petitioner has filed the present writ application praying for a direction upon the respondent no. 1 to restore the insurance policies in their original position from the date of commencement i.e., on October 8, 2010.

2. The petitioner submits that the petitioner has purchased the insurance policy being policy no. 494738048 dated October 8, 2010 for a total sum of Rs. 2,00,000/- and as per the said policy, the petitioner will get the monthly pension of Rs. 1,875/-. The petitioner submits that after receipt of the LIC policy, namely, Jeevan Akshay – VI, the petitioner has started getting monthly pension of Rs. 1,875/- from the month of December, 2010 and lastly, the petitioner has got the monthly pension till the month of November, 2013 and thereafter, the respondent no. 1 has stopped paying the monthly pension.

3. The petitioner submits that in the meantime, the petitioner has enquired from the respondent authorities with regard to stoppage of monthly pension in terms of the insurance policy purchased by the petitioner, the

petitioner came to know that a criminal case has been initiated against the employee of the insurance company wherein during the investigation, it was found that one Sri Debabrata Roy working as cashier with the respondent no. 1 has misappropriated an amount of Rs. 1,95,32,321/- and diverted from account code 113811 and was adjusted for payment of premium of 14 policies of Sri Debabrata Roy, 12 policies of his wife Smt. Susmita Roy, 1 policy of his minor daughter Ms. Angina Roy, 9 policies of his brother Sri Subrata Roy and 1 policy of his father Sri N. R. Roy. Remaining fraudulent amount was adjusted against 275 other policy holders who are neither the LICI employees nor related to employees of LICI, CBO-19, Kolkata.

4. The petitioner has submitted an application for getting information under Right to Information Act and the respondent authorities have provided the information wherein it is admitted that policy no. 494738048 was issued under T-T-189/00/01 on the life of the petitioner but in the said in information, it was also informed that as per available record, the premium under the policy was adjusted by withdrawing money fraudulently by debiting from LICI A/Code No. 11381100 in the code of life insurance CBO-19.

5. The petitioner has relied upon the judgment passed by the Hon'ble Division Bench of this Court in the case of ***Smt. Rupa Sarkar Vs. Life Insurance Corporation of India & Ors.*** in ***FMA 880 of 2022*** dated April 5, 2023 wherein the Hon'ble Division Bench of this Court has set aside the impugned order passed by the Single Bench and

directed the authorities to disburse the maturity amount along with the survival benefits together with loyalty addition, if any pertaining to the Bima Bachat LIC's Single Premium Money Back Policy No. 495092771 in favour of the appellant.

6. Learned counsel for the petitioner submits that the case of the petitioner is squarely covered in the said judgment and prays for the similar relief. The petitioner has also relied upon the judgment in the case of ***Pradeep Kumar and Another Vs. Post Master General and Others*** reported in ***2022 LiveLaw (SC) 139*** and submits that the Hon'ble Supreme Court has held that for the employer to be liable, it is not enough that the employment afforded the servant or agent an opportunity of committing the crime, but what is relevant is whether the crime, in the form of fraud etc., was perpetrated by the servant/employee during the course of his employment. Once this is established, the employer would be liable for the employee's wrongful act, even if they amount to a crime. Whether the fraud is committed during the course of employment would be a question of fact that needs to be determined in the facts and circumstances of the case. He further submits that in the present case also, no case has been initiated against the petitioner and the petitioner cannot be penalized by stopping the monthly pension in terms of the LICI policies of the petitioner.

7. Learned counsel appearing for the respondent authorities submits that the writ petition filed by the petitioner is not maintainable as the same is barred by limitation. He

submits that the petitioner has come to know about the stand of the insurance company in the year 2014 itself but the petitioner has not taken any appropriate steps. He further submits that the petitioner has received information under Right to Information Act in the year 2015, now after the period of 10 years on the basis of the information, the petitioner has filed the writ application.

8. Learned counsel for the respondent further submits that the petitioner has not shown any document that the petitioner has deposited the amount of Rs. 2,00,000/- in cash. He submits that the similar issue was decided by the co-ordinate Bench in the case of ***Kiran Jaiswal Vs. The Chairman, Life Insurance Corporation of India & Ors.*** passed in ***WPA No. 12016 of 2024*** dated August 12, 2024 wherein this Court has held that a direction to pay out the amount insured by such policy cannot be permitted by the writ court and thus the writ Court has dismissed the writ application.

9. Learned counsel for the respondent further submits that the judgment relied by the petitioner in the case of ***Smt. Rupa Sarkar (supra)*** initially the respondents have filed the review application but the petitioner has raised objection and, accordingly, the review application was dismissed and the authorities have filed the Special Leave Petition and the same is pending before the Hon'ble Supreme Court.

10. Heard the learned counsel for the parties. Perused the materials on record and the judgments relied by the parties.

11. This Court has specifically enquired from the petitioner whether the petitioner is having the original receipt to show that the petitioner has deposited Rs. 2,00,000/- (onetime premium) at the time of purchase of LIC policy but the petitioner has filed to show any document. The petitioner has not made any averment also that the petitioner has deposited the said amount in the account of the LICI. There is no averment which shows that the LICI has enquired from the petitioner as to how the petitioner wants to pay the premiums.

12. The Hon'ble Division Bench wherein the writ petition was allowed and the order passed by the Single Bench was set aside are some distinguished features which cannot be said that the case of the petitioner is squarely covered under the said judgment.

13. Learned counsel for the LICI submits that the LICI could not accept Rs. 2,00,000/- in cash towards payment of premium. Acceptance of premium in cash was beyond the rules. All these policies were the subject matters of an investigation by the CBI. A charge-sheet has also been filed. Fraud had been found to have been committed in collusion with some of the staff of the LICI. It has been alleged that Sri Debabarata Ray misappropriated huge amounts of money by debiting the account code and by withdrawing the money upon preparing vouchers in fake names. The names printed on the vouchers generated through the machines were subsequently altered by him in favour of LICI as the payee. This was done to create a wrong impression of plough back investments. The

cheques so generated on the basis of these vouchers were deposited in the cash counters of the LICI branch as proposal deposit premiums/renewal premiums. The charge-sheet clearly indicates that several of such policies were created by Debabrata Ray and it is the specific contention of the LICI that the policy of the petitioner was also a matter of such investigation, which has now ended in a charge-sheet and it is pending before the Trial Court for disposal.

14. Considering the above, this Court finds that the petitioner came to know about the stand taken by the LICI in year 2015, but the petitioner has not taken any steps till the filing of the present writ application. Now in the writ application, the petitioner is praying for restoring of the insurance policies but the policy of the petitioner is the subject matter of the criminal trial. It is also the disputed fact whether the petitioner has deposited Rs. 2,00,000/- in cash to the insurance authority as the insurance authorities have categorically taken the stand that LICI could not accept Rs. 2,00,000/- in cash towards the payment of premium.

15. In view of the above, this Court finds that the writ petition is barred by limitation and also involved the disputed questions of fact. Thus, the writ petition is dismissed.

16. **WPA 6696 of 2026** is disposed of.

17. However, the dismissal of the writ petition will not prevent the writ petitioner, if the writ petitioner found that he is having the receipt of Rs. 2,00,000/- which was deposited at the time of purchase of the premium, the petitioner

shall produce the same to the LICI authorities and on production of the said document, the LICI authorities shall take appropriate steps in accordance with law.

18. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Krishna Rao, J.)