SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			SPA/59/2018 National Insurance Company Ltd. –Appellant **Versus** Smt. Sushma Chauhan & others --Respondents **Hon'ble Manoj Kumar Tiwari, A.C.J.** **Hon'ble Subhash Upadhyay, J.** Mr. Prabhat Pande, learned counsel for the appellant. 2. Mr. Atul Bahuguna, learned counsel for respondent no.1. 3. Mr. Sanjay Bhatt, learned counsel for respondent no.2. 4. Mr. M.S. Bisht, learned Brief Holder for the State of Uttarakhand/ respondent nos.3 to 6. 5. Mr. Himanshu Pal, learned counsel for Oriental Insurance Company / respondent no.7 through V.C. 6. This intra-court appeal is filed by National Insurance Company Ltd. challenging judgment dated 03.11.2017 rendered by learned Single Judge in WPMS No.391 of 2009. By the said judgment, the appellant was directed to pay a sum of ₹5 lakh to the respondent (widow of Late Vishan Singh Chauhan) with interest @ 9% per annum. 7. Operative portion of the impugned judgment is reproduced hereunder: *"7. The District Magistrate/District Election Officer vide letter dated 06.01.2006 made a request to make the payment of insurance to the petitioner. The State Election Commission sent a letter to the Branch Manager of the respondent no.6-company on 17.01.2006. The claim of the petitioner, as noticed hereinabove, was rejected on 26.12.2005. The panchnama was prepared and the dead body was sent for postmortem examination. It has come in the postmortem report dated 07.10.2005 that the viscera was preserved. It was with great difficulty that the same was sent for FSL examination. The copy of FSL report is on*

record. According to FSL report, no poison was detected in the viscera.

8. According to the reply filed by the respondent no.6, the petitioner could be given insurance money for the death of her husband, in case, he died due to bodily injury from accident caused by external, violent and visible means.

9. The fact of the matter is that the case of the petitioner for insurance was rejected without waiting for FSL report. The case of the petitioner was rejected on 26.12.2005 and the FSL report is dated 07.04.2011. According to postmortem report, the cause of death could not be ascertained. In these circumstances, the viscera was preserved.

10. How the respondent no.6 came to an abrupt conclusion that the petitioner's husband died due to stomachache or other aliment, has not been explained. The husband of the petitioner, as per the contents of the reply filed by the respondent no.1, has died on elections duty.

11. The State Government has obtained the insurance policy by paying a sum of Rs.7,02,525/- The policy was signed on 23.09.2005. The prolonged correspondence has taken between the various functionaries of the State including Election Commission, District Magistrate and police. In these circumstances, as noticed, hereinabove, the possibility of the petitioner's husband dying of accident cannot be ruled out. He was 32 years old at the time of his posting on elections duty. He was hale and hearty. No poison was found in the viscera. The cause of death, as per the postmortem report could not be confirmed. It is a fit case where the principles of res ipsa loquitur would apply. Petitioner's husband was put on election duty and he died during the election duty.

12. The Court can take judicial notice of the fact that the violence takes place during elections and to allay the fear of the employees put on elections duty, the insurance cover is obtained.

13. Accordingly, the writ petition is allowed. Annexure No.9 dated 26.12.2005 is quashed and set-aside. The respondent no.6-company is directed to pay a sum of Rs.5.00 lakh to the petitioner alongwith interest @9% per annum, within a period of ten weeks from today."

8. It is not in dispute that National Insurance Company had provided group insurance cover to Home Guards serving in the State of Uttarakhand for a period of one year w.e.f. 04.02.2005 to 03.02.2006.

9. Late Vishan Singh Chauhan, husband of respondent no.1 was serving as Home Guard who died during election duty in District Haridwar on

			07.10.2005. His widow staked claim under group insurance cover, however, her claim was repudiated and the State Election Officer was informed about the same by the appellant. Thus, feeling aggrieved, respondent filed WPMS No.391 of 2009, which was allowed by learned Single Judge. 10. Appellant has challenged the judgment rendered by learned Single Judge only on the ground that under the group insurance cover provided by appellant, dependents of the Home Guard were entitled to a sum of ₹1 lakh in case of his death, therefore, the direction issued to appellant to pay ₹5 lakh to the respondent is unsustainable. 11. Attention of this Court was drawn to the policy bond which is enclosed as Annexure-CA1 to the counter affidavit filed by appellant before the Writ Court. 12. Perusal of the said policy bond reveals that insurance cover of ₹1 lakh was provided by appellant to 3299 Home Guards serving in the State of Uttarakhand. 13. We find substance in the submission made by learned counsel for appellant. Since appellant provided insurance cover to the extent of ₹1 lakh to persons serving as Home Guards, therefore, direction issued by learned Single Judge to pay ₹5 lakh to respondent deserves to be modified. 14. We, accordingly, partly allow the appeal; the impugned judgment dated 03.11.2017 is modified by providing that appellant shall be liable to pay a sum of ₹1 lakh with interest to the respondent in terms of

			the group insurance cover provided by the appellant. 15. Learned counsel for the appellant submits that appellant has deposited ₹5 lakh in the Registry of this Court pursuant to order dated 28.02.2018, out of which 50% was released in favour of the respondent, therefore, Registry is directed to refund the balance amount in favour of appellant, within two weeks of his making application to that effect. 16. Respondent shall be at liberty to claim benefit of insurance cover provided by Oriental Insurance Company Ltd. before appropriate forum. **(Subhash Upadhyay, J.)** **(Manoj Kumar Tiwari, A.C.J.)** 30.10.2026 30.10.2026 SS/PP