

(2009) 12 JH CK 0044

Jharkhand High Court

Case No: Writ Petition (S) No. 7007 of 2007

Rina Devi

APPELLANT

Vs

Central Coal Fields Ltd. and
Others

RESPONDENT

Date of Decision: Dec. 19, 2009

Hon'ble Judges: Dabbiru Ganeshrao Patnaik, J

Bench: Single Bench

Advocate: A.K. Sahani, for the Appellant; Ananda Sen, for C.C.L. and Pratyush Kumar, for the Respondent

Judgement

D.G.R. Patnaik, J.

It appears that vide order dated-01.05.2008, a direction was given to the petitioner to add the Oriental Insurance Company, Ranchi, as a party-Respondent in this writ application and to file requisites etc. for service of notice upon the Oriental Insurance Company, Ranchi. Though in the cause title of the writ application, the name of the Insurance Company has not been specifically mentioned as party-Respondent No. 6 but pursuant to the requisites filed by the petitioner and the notices issued, Respondent No. 6 having received the notice, has appeared in this writ application and has also filed a counter affidavit through Mr. Pratyush Kumar, Advocate, whose name also appears in the cause list.

2. Let the name of the Respondent No. 6 be mentioned in the cause title of the writ application.

3. Learned Counsel for the petitioner points out at the outset that the counter affidavit filed on behalf of the Respondent-C.C.L. in the present writ application, appears to be misdirected and upon reading the same, it appears that the counter affidavit pertains to some other writ application in which a claim for retiral benefits, appears to have been made by the petitioner therein, in respect of the dues payable to her deceased-husband Sheonandan Ram. Learned Counsel explains that in the present writ application, the petitioner is Rina Devi w/o late Kaleshwar B.P. and her

claim in this writ application is confined to the demand for payment of Group Insurance only. Learned Counsel adds further that the counter affidavit of the Respondents-C.C.L. has already been filed way back on 08.02.2008.

Learned Counsel for the Respondent-C.C.L. is directed to verify from the records as to whether the counter affidavit filed on 06.02.2009, pertains to the present writ application and, if not then to take appropriate steps for withdrawal of the counter affidavit from the records of this case and to file the same in the appropriate writ application.

4. Counter affidavit has been filed on behalf of the Respondents- Insurance Company, claiming that since the claim has been forwarded to it by the employer long after the stipulated period of limitation, referred to as the cut off date, the petitioner's claim for Group Insurance could not be entertained.

5. From the submissions made by the learned Counsel for the petitioner as also by the learned Counsel for the Respondents-C.C.L. and counsel for the Insurance Company, it appears that admittedly an Agreement was entered into between the employer, namely, the C.C.L. and the Insurance Company under which the employees of the Respondent-C.C.L. were covered under the policy of insurance. In the original terms of Agreement, no period of limitation for forwarding the claim applications by the C.C.L.-authorities to the Insurer, was stipulated.

6. As explained by the learned Counsel for the Respondent-Insurance Company, it appears that though no period of limitation was stipulated in the original agreement but after considering the inconveniences due to belated applications, an understanding was arrived between the employer and the Insurance Company, whereby a cut off date 15.08.2003. was fixed and it was agreed that whatever pending applications for claiming Group Insurance of the employees should be forwarded by the cut-off date and the applications filed thereafter belatedly, would not be entertained. Learned Counsel adds that in the present case, the claim application of the petitioner was forwarded by the C.C.L. and received in the office of the Insurance Company on 01.12.2008.

7. Learned Counsel for the Respondent-C.C.L. on the other hand, submits that the application of the petitioner for payment of Group Insurance, payable in the account of her deceased-husband was forwarded by the C.C.L. to the Insurance Company within the period of limitation and was received in the office of the Respondents-Insurance Company on 25.08.2003. Learned Counsel refers to Annexure-D to the counter affidavit, which is a copy of the forwarding letter, bearing the seal of the Respondent-Insurance Company.

8. From the rival submissions, it appears that admittedly, no time limit was stipulated in the original terms of agreement of insurance, which was entered into for the benefit of the employees of the Respondent-C.C.L. Even if by a mutual understanding between the employer and the employee, some time limit was fixed

but the beneficiaries of the Insurance Policies, namely the employees, were never taken into confidence nor were they informed of the same.

It further appears from the documents, namely, Annexure-D to the counter affidavit of the Respondent-C.C.L. that the application claiming the benefits of the Group Insurance for the deceased-husband of the petitioner, was received in the office of the Respondent-Insurance Company on 25.08.2003. Furthermore, even in the letter (Annexure-E) of the Respondent-Insurance Company addressed to the Respondent-C.C.L. with reference to the claim application of the petitioner, it has been acknowledged that the claim application was received in the office of the Insurance Company on 25.08.2003.

9. Considering the aforesaid facts and circumstances, the Respondent-Insurance Company is hereby directed to process and pay the Group Insurance amount payable in the account of the deceased-husband of the petitioner within two months from the date of receipt/production of a copy of this order.

10. With these observations, this writ application is disposed of.

11. Let a copy of this order be given to the learned Counsel for the Respondents.