

Court No. - 33

Case :- WRIT - C No. - 9780 of 2025

Petitioner :- Life Insurance Corporation Of India

Respondent :- State of U.P. and Another

Counsel for Petitioner :- Ashutosh Mani Tripathi

Counsel for Respondent :- C.S.C.

Hon'ble Prakash Padia,J.

1. Order passed by the Permanent Lok Adalat, Aligarh dated 30.01.2025 in favour of the Respondent No. 2 is under challenge in the present writ petition.

2. Facts in brief as contained in the writ petition are that opposite party namely Megh Shyam Sharma has taken five insurance policies from the petitioner being Policy Nos. 564716449, 564705906, 564705907, 564705908 and 564705909. Certain amounts pursuant to the aforesaid policies were deposited by the policy holder. Since entire terms and conditions of the policies were not complied with, the respondent no. 2 submitted an application for the payment of money deposited pursuant to the aforesaid policies before the Permanent Lok Adalat, Aligarh which was numbered as P.L.A. Case No. 96 of 2022. Reply to the aforesaid was filed by the petitioner corporation. Paragraph-15 of which reads as follows:-

"15. यह कि परिवारी ने बीमा पालिसी संख्या 564716449, 564705906, 564705907, 564705908 व 564705909 अपने जीवन पर विपक्षी से ली थीं जिनकी प्रीमियम राशि परिवारी ने तीन वर्ष तक जमा नहीं की और उससे पूर्व ही उपरोक्त बीमा पॉलिसी का प्रीमियम जमा करना बंद कर दिया जिस कारण सभी पॉलिसी कालातीत (lapsed) हो गयीं जबकि उपरोक्त पॉलिसी की शर्तानुसार पॉलिसी धारक को पॉलिसी की अभ्यर्पण राशि प्राप्त करने के लिए तीन वर्ष तक पॉलिसी का प्रीमियम जमा करना आवश्यक था । इसलिए परिवारी उपरोक्त बीमा पॉलिसियों की अभ्यर्पण राशि विपक्षी से प्राप्त करने का अधिकारी नहीं था। इस प्रकार कोई भी अभ्यर्पण राशि विपक्षी की तरफ देय नहीं है और न हो सकती है।"

3. After taken into consideration the aforesaid aspects of the matter, the Permanent Lok Adalat, Aligarh passed an order directing the petitioner corporation to make the payment of Rs. 74,508/- along-with 7 % interest and Rs. 5,000/- litigation expenses to the Respondent No. 2 in respect of aforesaid 5 policies. Operative portion of an order reads as follows:-

"विपक्षी के कार्यालय में पाँचों बीमा पॉलिसियों संख्या - 564716449, 564705906, 564705907, 564705908 व 564705909 की प्रीमियम की धनराशि याची द्वारा दिनांक 27.09.2017 से पूर्व जो

कि धनराशि जमा की गयी थी, वह विपक्षी द्वारा वापस नहीं की गयी। विपक्षी का यह कर्तव्य था कि याची मेघश्याम शर्मा के द्वारा पाँचो पॉलिसियों का प्रीमियम जो उसके कार्यालय में जमा था, उसको मय ब्याज सहित वापस करता, किन्तु विपक्षी द्वारा मेघश्याम शर्मा के द्वारा इस पॉलिसी के संबंध में जमा की गयी प्रीमियम की धनराशि वापस नहीं की गयी है, जो कि विधि सम्मत नहीं है। ऐसी स्थिति में पीठ के द्वारा साम्या एवं प्रकृति न्याय के सिद्धान्त को दृष्टिगत रखते हुए, याची के द्वारा प्रस्तुत याचिका आंशिक रूप से स्वीकार की जाती है। याची के द्वारा पाँचो पॉलिसियों के अन्तर्गत जमा की गयी प्रीमियम की धनराशि 74,508/- रु० तथा उस पर 7 प्रतिशत वार्षिक ब्याज एवं पाँच हजार रुपये वाद व्यय प्रदत्त किये जाने योग्य है।"

4. It is argued by the counsel for the petitioner that since the entire terms and conditions of the policies were not complied with by the Respondent No. 2, he is not entitled for the payment of amount deposited by him towards the aforesaid policies.

5. This fact was not disputed by the counsel appearing on behalf of Respondent No. 2 but it is argued that the petitioner-Corporation should be directed to make the payment of the amount which was deposited by the Respondent No. 2 pursuant to the aforesaid policies.

6. Heard counsel for the parties and perused the record.

7. From perusal of the record it transpires that as many as five policies were taken by the Respondent No. 2 from the Life Insurance Corporation of India. Pursuant to the aforesaid policies total sum of Rs.74,508/- was deposited by the policy holder/ Respondent No. 2 with the Life Insurance Corporation. Since entire money was not deposited as per the terms and conditions of the agreement, all the policies were lapsed. Subsequent to the same, an application was submitted by the policy holder to make the payment of amount deposited by him against the aforesaid policies. Since no action has been taken, he preferred the case before the Permanent Lok Adalat, Aligarh which was numbered as Case No. 96 of 2022.

8. After hearing counsel for the parties, only direction was given by the Permanent Lok Adalat to the petitioner corporation to make the payment of amount deposited by the respondent no. 2 in respect of aforesaid 5 policies. Aggrieved against the aforesaid, Life Insurance Corporation of India has preferred the present writ petition.

9. It is very surprising that against a very pitty amount, the petitioner, i.e., Insurance Company filed the present writ petition which practice has been deprecated by this Court from time to time.

10. The same view was taken by the Hon'ble Supreme Court in the case of **Haryana Dairy Development Cooperative Federation Limited Vs. Jagdish Lal**

reported in **(2014) 3 SCC 156**. Again the Hon'ble Supreme Court in the case of **Subrata Roy Sahara Vs. Union of India** reported in **(2014) 8 SCC 470** has taken the same view observing that the Indian judicial system is grossly afflicted, with frivolous litigation. Ways and means need to be evolved, to deter litigants from their compulsive obsession, towards senseless and ill-considered claims. One needs to keep in mind, that in the process of litigation, there is an innocent sufferer on the other side, of every irresponsible and senseless claim. He suffers long drawn anxious periods of nervousness and restlessness, whilst the litigation is pending, without any fault on his part. The paragraph 150 of the aforesaid judgement reads as follows:-

"150. The Indian judicial system is grossly afflicted, with frivolous litigation. Ways and means need to be evolved, to deter litigants from their compulsive obsession, towards senseless and ill-considered claims. One needs to keep in mind, that in the process of litigation, there is an innocent sufferer on the other side, of every irresponsible and senseless claim. He suffers long drawn anxious periods of nervousness and restlessness, whilst the litigation is pending, without any fault on his part."

11. From perusal of the averments made in the petition and considering the fees of lawyer, this Court is of the opinion that the cost of filing of the present petition is more than the awarded amount.

12. In this view of the matter, as prayed for by the counsel for the petitioner, some Senior Officer of the Life Insurance Corporation of India is directed to file his personal affidavit explaining the reasons that why the payment of award given by the Permanent Lok Adalat on 30.01.2025 should not be provided to the Respondent No. 2. The aforesaid affidavit be filed within a period of two weeks from today.

13. Put up this matter as fresh on 07.05.2025.

Order Date :- 11.4.2025

Swati