

7

CENTRAL ADMINISTRATIVE TRIBUNAL
CUTTACK BENCH: CUTTACK

ORIGINAL APPLICATION NO.552 OF 2006
Cuttack this the 16th day of November, 2007

CORAM:

THE HON'BLE SHRI G.SHANTHAPPA, MEMBER(JUDICIAL)

Pankaj Kumar Pattnaik, aged about 36 years, Son of Late Hemendra Nath Pattnaik, at present residing at :C/o.Bharat Motors Ltd., 45, Mancheswar Industrial Estate, Bhubaneswar-10, Permanent resident of At/Po-Tentuligaon, Via-Bhimda, PS/Barsahi, Dist-Mayurbhanj

...Applicant

By the Advocates: Mr.Trilochan Rath

-VERSUS-

1. Union of India represented through Chief Post Master General, Orissa Circle, Bhubaneswar, Dist-Khurda
2. Deputy Divisional Manager (Postal Life Insurance) in the office of Chief Post Master General, Orissa Circle, Bhubaneswar, Dist-Khurda
3. The Superintendent of Post Offices, Balasore Division, Balasore, At/PO/Dist-Balasore
4. Sabyasachi Mohanty aged about 13 years, represented through his father guardian Sri Pradeep Kumar Mohanty, At/PO-Sartha, Via-Haladipada, Dist-Balasore

...Respondents

By the Advocates: Mr.R.N.Mishra (Res.1 to 3)

ORDER

MR.G.SHANTHAPPA, MEMBER(J):

1. Neither the counsel for the applicant nor the counsel for the Respondents is present. By invoking Rule-15 and 16 of C.A.T.(Procedure) Rules, 1987 for the applicant and Respondents, respectively, I perused the file and proceeded to pass orders.

The above Original Application is filed under Section 19 of the Administrative Tribunals Act, 1985, seeking the following relief:

“...to allow this petition and after hearing all the parties direct the Respondent No.1 and 2 to pay the Book Insurance, ex-gratia Gratuity, Postal Life Insurance, Rural Postal Life Insurance Dues of the applicant within a stipulated period”.



2. The brief facts of the case are that the applicant is the wife of late Aliva Mohanty. Smt. Aliva Mohanty died on 5.5.2005 which was premature death. The marriage took place on 14.7.2004. The wife of the applicant had insured her life under Rural Postal Life Insurance (in short R.P.L.I.) bearing Policy No.R-OR/Bn-PA-24501 dated 27.3.2004. According to Legal Heir certificate issued by the Tahasildar, the applicant is the only legal heir of late Aliva Mohanty. After the death of his wife, he submitted an application dated 3.8.2005 (Annexure-A/6) requesting the release of death benefits.
3. The applicant is also seeking disbursal of all death benefits, like, ex gratia gratuity, group insurance, postal life insurance and rural postal life insurance. When the applicant could not get any response from the Respondents, he approached the Respondents in their office. On 10.4.2006 the applicant approached the 2nd Respondent, he was told that his claim could not be acceded to as he was not the nominee in respect of the insurance policies and the 2nd respondent refused to give anything in writing. Hence the applicant has approached this Tribunal for the redressal of his grievance on the ground that he has got every right to claim the death benefits which are mentioned in Annexures-A/6 and A/7.
4. The Respondents have filed a detailed reply statement admitting that the applicant is the husband of late Aliva Mohanty. Smt. Aliva Mohanty was working as G.D.S.S.P.M. Sartha B.O. under Balasore Division with effect from 9.3.1998. Subsequently, the E.D.S.O. was downgraded to E.D.B.O. and she was continued as E.D.B.P.M. and died on 5.5.2005. She had put in seven years of service prior to her sudden demise. As per the D.G. P & T Extra Departmental Agents (Conduct & Service) Rules, 1964, a G.D.S. employee is entitled to gratuity only if he has completed ten years of service. Hence the



ex official is not eligible to ex-gratia gratuity. Therefore, payment of exgratia gratuity in favour of the applicant does not arise as per the D.G. P & T circular (Annexure-R/1). With regard to claim of the applicant in respect of Postal Life Insurance and R.P.L.I., the Respondents have submitted that the said claim does not relate to the service conditions and hence, this Tribunal has no jurisdiction to decide the issue. The Respondents have submitted that under Rule 39 of Insurance Act 1938, the nominee is the right person who has the right to claim on the value arise due to the death of the late insurant. They have produced a copy of Directorate of Postal Life Insurance letter dated No.25-12/08-LI dated 28.1.1999 vide Annexure-R/2.

5. Respondents have submitted that one Shri Sabya Sachi Mohanty, who is the nominee with the appointee Shri Pradeepta Kumar Mohanty has preferred the claim, he has been addressed letters dated 13.2.2006 and 23.5.2006 to submit the documents as per Annexures-R/3, R/4 and R/5. In case of dispute between the nominee and the legal heir, the aggrieved parties may approach the competent Civil Court in this regard for redressal of their grievance and on the basis of the orders of the competent Court, the Respondents would act accordingly. It is the submission of the Respondents that there subsists the nomination in the PLI & RPLI and the nominee has been supplied with the forms to prefer his claim along with the documents. The Respondents are duty bound to disburse the claim in favour of the nominee where there is valid nomination. Based on the aforesaid legal position, the Respondents have prayed for rejection of the O.A.

6. A copy of the reply statement was served on the applicant in the month of November, 2006. But no rejoinder has been filed by the applicant. Accordingly, the applicant is admitting the averments made in the reply statement.



- 10
7. After careful consideration of the pleadings, the issue emerges as to whether this O.A. is maintainable.

In respect of the grievance of the applicant relied on the service of his wife, this Tribunal has jurisdiction. There are four claims in the relief column, viz., (i) to pay Book Insurance, (ii) for payment of Ex-gratia gratuity, (iii) Postal Life Insurance and (iv) Rural Postal Life Insurance dues. Therefore, the Respondents have rightly considered the grievance of the applicant in respect of ex gratia gratuity due to his late wife and stated that she is not entitled to the same since she had put in seven years of service prior to her sudden demise. The Respondents have given the service particulars in respect of late wife of the applicant that she was working as G.D.S.S.P.M. Sartha B.O. under Balasore Division with effect from 9.3.1998. Subsequently, the E.D.S.O. was downgraded to E.D.B.O. and she was continued as EDBPM. As per the E.D. Agents (Conduct & Service) Rules, 1964, a G.D.S. employee is entitled to gratuity only if he/she has completed 10 years of service. Since late Aliva Mohanty, wife of the applicant did not fulfil the conditions of service, accordingly, the applicant is not entitled for payment of ex gratia gratuity. The stand taken by the Respondents is perfect and in accordance with the said Rules.

8. With regard to claim of the applicant on Postal Life Insurance and Rural Postal Life Insurance, it is relevant to extract certain rule position, which reads as under:

“Subject :Settlement of death claims cases in respect of PLI/RPLI where nomination exists:

During visits to various Circles by CGM/GM, it has come to notice that death claim cases in which a valid nomination exists in favour of a person other than the spouse of the deceased insurant, instead of making payment of the claim to the nominee, action is initiated to make payment of the claim to the spouse after obtaining orders



from a Court of Law. The pendency of the death claim cases has naturally gone up as a result of this practice causing harassment of the nominee.

It is pertinent to refer to Section 39 of Insurance Act, 1938 in this connection which inter alia lays down that the holder of policy of Life Insurance may nominate the person or persons to whom the money secured by the policy shall be paid in the event of his/her death. (Copy of the same is enclosed for ready reference).

It is therefore enjoined on all concerned to ensure strict compliance of the above legal provisions unless a competent court of law stays further action".

9. Since the claim of the applicant PLI and RPLI is not with the purview of service matter, he cannot seek redressal of his grievance before this Tribunal. As per Section 39 of the Insurance Act, 1938, the nominee is the right person who has right to claim on the value arise due to the death of the late insurant. As per Directorate of Postal Life Insurance letter dated 28.1.1999 the applicant is not entitled for any direction in this regard from this Tribunal.

10. The Respondents have produced some correspondences laying claim by one Sabya Sachi Mohanty, who is the nominee of late Aliva Mohanty. Sabya Sachi Mohanty is the nephew of the wife of the applicant. The Respondents have produced those letters at Annexures-R/3, R/4 and R/5 submitted by Shri Sabya Sachi Mohanty with the appointee Shri Pradeepta Kumar Mohanty. When there is dispute between the claimants, i.e., legal heir and the nominee, the parties have to approach the competent Civil Court to obtain necessary decree. No doubt the applicant is the legal heir of late Aliva Mohanty and if such a decree is produced before the Respondents, the Respondents are directed to settle the claim.

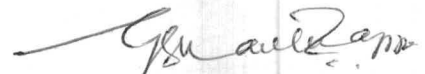
11. In respect of Book Insurance, the applicant has to approach the proper Forum for redressal of his grievance.. Since the applicant has not proved his case for grant of relief on the aforesaid claim, I accept the stand taken by the Respondent in the reply statement ,



the same having not been refuted by the applicant by filing rejoinder. Therefore, I hold that the Respondents have acted in accordance with the rules.

12. For the reasons assigned above, I am of the considered view that the applicant has not proved his case for grant of relief. The applicant is at liberty to approach the Civil Court for redressal of his grievance.

13. In the result, the O.A. is dismissed. No costs.


(G. SHANTHAPPA)
MEMBER(JUDICIAL)