

**HIGH COURT OF UTTARAKHAND AT NAINITAL****Writ Petition Misc. Single No. 2446 of 2022****19 March, 2026**

Damyanti Negi

--Petitioner

Versus

State Of Uttarakhand & others

--Respondents

Presence:-Mr. M.K. Ray, learned counsel holding brief of Mr. Harsh Taneja,
learned counsel for the petitioner.Mr. Suyash Pant, learned Standing Counsel for the
State/respondent nos.1 & 3.Mr. M.S. Rawat, learned counsel for respondent no.2
-----**Hon'ble Pankaj Purohit, J.**

By means of the present writ petition filed under Article 226 of the Constitution of India, the petitioner seeks issuance of a writ of certiorari for quashing the impugned communication dated 21.05.2022 issued by the respondent-bank, whereby the claim of the petitioner for grant of accidental death insurance cover has been declined, and further seeks a writ of mandamus commanding the respondents to release an amount of Rs.25,00,000/- in favour of the petitioner under the "Complimentary Police Accidental Death Insurance Cover" scheme on account of death of her husband Late Narendra Singh Negi.

2. The facts, in brief, as borne out from the record are that the petitioner is the widow of Late Narendra Singh Negi, who was serving as a constable in the Uttarakhand Police Department and was on deputation with the State Disaster Response Force



(SDRF) on the post of driver. It is not in dispute that Late Narendra Singh Negi died in a road accident on 07.08.2021 during the course of his service. A death certificate to this effect forms part of the record. The deceased left behind the petitioner and three daughters, namely Km. Anjali Negi, Km. Arpita Negi and Km. Aradhya Negi, who are his legal heirs. A succession certificate has also been placed on record. It is further borne out that the deceased was maintaining a salary account bearing No. 76009501185 with the respondent No.2 –Uttarakhand Gramin Bank, Branch Rajpur Road, Dehradun, wherein his salary was regularly credited since the year 2015. It is also not disputed that a loan had been sanctioned by the respondent-bank to the deceased, the instalments of which were being deducted from the said salary account.

3. The respondent-bank introduced a scheme known as “Complimentary Police Accidental Death Insurance Cover”, which came into effect from 12.04.2021, intended to provide accidental death insurance cover to police personnel whose salaries were being disbursed through accounts maintained with the bank. As per the material on record, the premium of the said policy was to be borne by the bank itself.

4. After the death of her husband, the petitioner made representations to the respondent-bank seeking grant of benefit under the aforesaid scheme. However, the respondent-bank, vide letter dated 06.01.2022, informed the petitioner that her husband’s name was not included in the list of employees covered under the scheme. Thereafter, a legal notice dated 29.04.2022 was served by the petitioner demanding payment of Rs.25



lakhs under the insurance cover, to which a reply dated 21.05.2022 was furnished by the bank reiterating its stand. Aggrieved by the denial of the benefit under the said scheme, the petitioner has approached this Court by way of the present writ petition.

5. Learned counsel for the petitioner submits that the action of the respondent-bank in denying the benefit of the insurance scheme to the petitioner is wholly arbitrary, illegal and violative of Articles 14, 16 and 21 of the Constitution of India. It is contended that the deceased was admittedly a police employee, whose salary account was being maintained with the respondent-bank since the year 2015, and therefore he squarely fell within the category of employees for whom the scheme was introduced. It is further argued that the scheme was automatic in nature and did not require any separate application or nomination, particularly when the premium was being borne by the bank itself.

6. Learned counsel for the petitioner also submits that once the scheme came into force on 12.04.2021, the deceased stood covered under the scheme by virtue of being a salary account holder of the respondent-bank, and any omission on the part of the bank or the police department in not including his name in the list cannot defeat the legitimate entitlement of the petitioner. It is further argued that the respondent-bank was fully aware of the status of the deceased as a police personnel, as not only was his salary being credited into the account, but even a loan had been sanctioned against the said salary account. Thus, the bank cannot take the plea of lack of information or non-inclusion in the list.

7. Learned counsel for the petitioner further



submits that the denial of benefit on the ground that the name of the deceased was not included in the list of 676 employees is wholly arbitrary and amounts to penalizing the petitioner for lapses attributable to the respondents themselves. It is contended that the correspondence on record clearly indicates that the respondents are attempting to shift the burden upon each other, while the rightful claim of the petitioner is being unjustly denied. It is further submitted that the impugned communication is vague, non-speaking and suffers from non-application of mind, and therefore is liable to be quashed.

8. Learned counsel appearing for the respondent-bank submits that the petitioner is not entitled to the benefit under the “Complimentary Police Accidental Death Insurance Cover” scheme, as the name of the deceased was not included in the final list of employees covered under the scheme. It is contended that the bank had, vide letter dated 23.03.2021, requested the office of the Director General of Police, Uttarakhand, to provide details of police personnel maintaining salary accounts with the bank for the purpose of extending the insurance cover. Subsequently, on 19.04.2021, a consolidated list of 676 employees was prepared for coverage under the scheme.

9. Learned counsel for the respondent-bank also submits that the name of the petitioner’s husband did not find place in the said list, and therefore no premium was deposited in respect of him. It is further contended that in absence of payment of premium, no insurance cover could be extended. It is also argued that the scheme has since expired and no person has any vested right to seek inclusion in the scheme retrospectively. The



bank asserts that the insurance cover was extended only to those employees whose names were included in the list and in respect of whom premium was deposited by the bank. It is further contended that there was no memorandum of understanding between the bank and the police department requiring automatic inclusion of all police personnel, and that the responsibility of providing correct details lay with the police department. Hence, the bank cannot be held liable for any omission in the list.

10. Learned counsel for the State/respondent nos.1 & 3 submits that the deceased was indeed a police personnel serving in SDRF and his death in a road accident on 07.08.2021 is a matter of record. However, it is contended that the issues relating to inclusion in the insurance scheme and payment of premium pertain to the respondent-bank, and therefore the answering respondent has no direct role in the denial of the benefit claimed by the petitioner. It is further submitted that any communication or notice regarding the scheme was primarily addressed to the respondent-bank, and the answering respondent cannot be held responsible for the alleged omission.

11. Learned counsel for the State submits that the State Government is only a formal party in the present proceedings and has no direct role in the implementation of the insurance scheme in question. It is contended that the dispute essentially lies between the petitioner and the respondent-bank, and therefore no liability can be fastened upon the State Government in the present matter.

12. Having heard the learned counsels for the parties and after perusal of the material on record This



Court finds that the core issue which arises for consideration is whether the petitioner can be denied the benefit of the “Complimentary Police Accidental Death Insurance Cover” scheme solely on the ground that the name of her deceased husband was not included in the list of employees covered under the scheme. It is not in dispute that Late Narendra Singh Negi was a police personnel, that he was maintaining a salary account with the respondent-bank since the year 2015, and that he died in a road accident on 07.08.2021 during the course of service. It is also not in dispute that the scheme in question came into effect on 12.04.2021 and was applicable to police personnel having salary accounts with the respondent-bank, and that the premium under the scheme was to be borne by the bank itself. The only ground for denial of the claim of the petitioner is that the name of the deceased was not included in the list of employees prepared for coverage under the scheme. This Court is of the considered view that such a ground cannot be sustained. The omission to include the name of the deceased is clearly an administrative lapse arising out of lack of coordination between the respondent-bank and the police department. The petitioner cannot be made to suffer for such lapse, which is wholly beyond her control.

13. Further, the respondent-bank cannot plead lack of knowledge of the status of the deceased, inasmuch as the salary of the deceased was being credited in his account maintained with the bank for several years and even a loan had been sanctioned against the said account. The contention that no premium was deposited in respect of the deceased is also misconceived, as the scheme itself provided that the



premium was to be borne by the bank. The respondent-bank cannot be permitted to take advantage of its own omission. The action of the respondent-bank, in denying the benefit of the scheme to the petitioner while extending the same to other similarly situated employees, is arbitrary and violative of Article 14 of the Constitution of India. The inter se stand of the respondents seeking to shift responsibility cannot defeat the legitimate claim of the petitioner.

14. In view of the aforesaid, this Court finds that the denial of benefit under the scheme to the petitioner is unjustified and unsustainable in law. Accordingly, the writ petition is allowed. The impugned communication dated 21.05.2022 issued by respondent No.2-Bank is hereby set aside. A writ of mandamus is issued directing respondent No.2-Uttarakhand Gramin Bank to pay to the petitioner an amount of Rs.25,00,000/- towards accidental death insurance cover of Late Narendra Singh Negi under the said scheme along with the interest @ of 5% per annum from the date of her entitlement till actual payment is made.

15. Pending application, if any, stands disposed of.

(Pankaj Purohit, J.)
19.03.2026

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