

(1994) 02 MAD CK 0024
In the Madras High Court
Case No : Writ Petition No. 14574 of 1991

R. Lakshmi

APPELLANT

Vs

Thanthai Pariyar Transport Corporation Ltd., and others

RESPONDENT

Date of Decision : 14-02-1994

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : AIR 1995 Mad 225

Hon'ble Judges : Bakthavatsalam, J

Bench : Single Bench

Advocate : J.L. Vincent, for the Appellant; T. Arulraj, for the Respondent

Judgement

1. This writ petition is for issue of a writ of mandamus directing the first respondent Corporation to disburse the amount due to the petitioner's

husband Thiru S. Ramadoss, as per the terms and conditions of the contract entered into between the petitioner and the family members of her late

husband on 7-1-1991.

2. It seems the petitioner got married to one Ramadoss on 18-6-1990 according to the Hindu customs and rites. Unfortunately within three days of

the marriage the petitioner's husband died on the spot in an accident, as he was working as a conductor with the first respondent-Corporation.

The petitioner seems to have applied to the first respondent-Corporation for the benefit which accrued to her late husband. But, unfortunately the

petitioner's father-in-law, mother-in-law and sisters-in-law raised objections before the first respondent-Corporation. At this point of time, it

seems the petitioner and the second respondent, who is the mother-in-law of the petitioner, had entered into a family arrangement under which it

is stated that the petitioner is entitled to get the entire amount from the first respondent except Provident Fund amount which should go to her

mother-in-law. It seems the other members of the family have given up their right and also signed the family arrangement. It was signed in the

presence of the Judicial Magistrate, Chidambaram. It is slated that as per the agreement, the petitioner's mother-in-law, the second respondent, is

entitled to receive about Rs. 13,283/- and the balance has to be paid to the petitioner. It is alleged, in spite of the agreement arrived at between the

petitioner and her mother-in-law the first respondent is prolonging the matter. It is stated that even though the family members have agreed and

come to an arrangement, the first respondent-Corporation is not acting upon the agreement. It seems the petitioner sent a representation to the first

respondent to disburse the amount due to the petitioner as per the family arrangement entered into between her and the mother-in-law and other

members of the family.

3. Notice of motion has been ordered by me on 22-10-1991.

4. Mr. Arulraj, learned counsel for the first respondent-Corporation states that though the petitioner and the second respondent have entered into

an agreement with regard to the amount due from the Corporation yet it has been received under protest by the second respondent. As such,

learned counsel states the Corporation is not able to act on the contract entered into between the petitioner and her mother-in-law and other family

members.

5. Learned counsel for the petitioner reiterates the grounds in the affidavit filed in support of the writ petition and states that in view of the family

arrangement arrived at on 7-1-1991 between the parties the first respondent-Corporation is bound to disburse the amount in accordance with the

contract. Per contra, learned counsel for the first respondent-Corporation states that though the contract has been entered into between the

members, of the family, when it is sent to the Corporation, the second respondent has raised her protest. That apart, learned counsel for the

Corporation states that the deceased has nominated his mother as a nominee to receive the benefits.

6. I have considered the arguments of learned counsel on either side. The fact that the nomination is in the name of the mother-in-law of the

petitioner alone, she will not be entitled to get the entire amount, as has been held in Smt. Sarbati Devi and Another Vs. Smt. Usha Devi, . In that case the Supreme Court has held that a nominee of Life Insurance policy does not get absolute right to the amount due. That apart, under the contract entered into between the petitioner and the second respondent, the first respondent-Corporation is not a party and as such it is not bound by the contract entered into between the parties. Though it is true that a mandamus can issue wherever injustice is found, as per the dictum of the Supreme Court and no technicality can come in between, on the facts and circumstances of the case I am of the view that no mandamus can issue straightway as asked for by the petitioner. If the petitioner wants to enforce the family arrangement entered into between the parties, it is open to the petitioner to approach the Civil Court for the purpose if she is so advised. If it is not, it may be right on the part of the first respondent-Corporation if they act according to the Hindu Law, because, the dispute is only with regard to the quantum and not with regard to the person who has to receive it. There cannot be any dispute that both the wife and the mother come under Class I heirs under the Hindu Law and if it is taken that the deceased has died as intestate, the amount has to be divided equally between the mother and the daughter-in-law. If the petitioner comes to that decision, it is open to her to approach the first respondent-Corporation with such a request and if such a request is made, the first respondent-Corporation is directed to disburse the amount without insisting upon technical formalities, considering the fact there is a family arrangement that the petitioner has lost her husband hardly after three days of their marriage in tragic road accident. The writ petition is dismissed with the observations.

7. Petition dismissed.