IN THE COURT OF RAVINDER SINGH-I, DISTRICT JUDGE-03,
EAST DISTRICT, KARKARDOOMA COURTS, DELHI

RCA DJ 39/25

Canara Bank
A body corporate incorporated under the Banking Companies
(Acquisition & Transfer of undertaking) Act, 1970
Through its Manager,
Branch Office at 74, Janpath Road,
Connaught Place, New Delhi-110001 **........... Appellant**

Versus

Kamlesh
W/o Late Sh. Vijay Kumar Goyal,
R/o 3/134, Gali No.3, Lalita Park,
Laxmi Nagar, Shakarpur, Delhi-110092. **..........Respondent**

Appeal filed on	:	17.05.2025
Arguments heard on	:	14.01.2026
Judgment pronounced on	:	14.01.2026

JUDGMENT

APPEAL U/S 96 C.P.C AGAINST THE IMPUGNED JUDGMENT/DECREE DATED 28.01.2025 PASSED IN CIVIL SUIT No.837/2023 TITLED AS KAMLESH Vs. CANARA BANK

1. This judgment shall decide an appeal filed for setting aside of judgment and decree dated 28.01.2025 (hereinafter referred to as impugned judgment) passed by the Ld. JSCC-cum-ASCJ-cum- Guardian Judge, East, Delhi in Civil Suit No.837/2023 titled as Kamlesh Vs. Canara Bank

whereby plaintiff's suit for mandatory injunction and compensation was decreed and defendant was directed to pay an accidental insurance claim of Rs.1 lakh and Rs.1 lakh towards compensation, with interest @ 6% p.a. on combined amount along with the costs of the suit.

2. Before deciding the appeal, I shall take up the application for condonation of delay in filing the appeal. The appellant/defendant in its application stated that it has come to its knowledge about the exparte judgment on 29.03.2025, when notice of execution petition no. 41/2025 titled Kamlesh Vs. Canera Bank was served upon it. Thereafter, on 17.04.2025, it applied for certified copy of impugned judgment which was delivered on 09.05.2025, so there is delay of 18 days (as this appeal has been filed on 17.05.2025) in filing of the present appeal. It is further stated that the delay in filing the appeal is neither intentional nor deliberate but due to unavoidable circumstances.

3. Respondent/plaintiff opposed the application by filing her detailed reply stating therein that there is delay of more than 70 days, so application is liable to be dismissed.

4. The appellant/defendant- which is a nationalized bank- was exparte throughout the proceedings. There is no reason to disbelieve that appellant came to know about passing of the impugned judgment only after receiving the notice of execution petition i.e. 29.03.2025. Hence, keeping in view the facts and circumstances, the aforesaid application is allowed and delay in filing this appeal is condoned. Application disposed of as such.

5. The parties hereto are referred to in this judgment as per their ranks before the Ld. Trial Court.

6. The facts relevant for the disposal of the present appeal are that:

(a). The plaintiff's husband namely Sh. Vijay Kumar Goyal opened a savings bank account bearing no. 0307119000223 (customer ID 89301965) with zero balance with defendant's bank on 13.09.2014 under the scheme of Pradhan Mantri Jan-Dhan Yojna [PMJDY].

(b). The plaintiff's husband expired on 14.01.2015 i.e. just after four months from opening of his bank account due to heart attack on the road in an auto rickshaw at Laxmi Nagar Delhi. The plaintiff being the nominee in the bank account of her husband fulfilled the requirement of PMJDY Scheme to get the insurance claims from the defendant.

(c). The plaintiff claimed insurance cover of Rs.1 lakh and Life Insurance Cover of Rs.30,000/- as per terms of PMJDY Scheme from the defendant but she only received Life Insurance Cover of Rs.30,000/- in July, 2015 whereas her claim for accident insurance was dismissed.

(d). The plaintiff again applied and requested the defendant vide her application/letter dated 28.03.2016 for releasing the amount of accidental insurance but same was declined by the defendant vide its letter dated 22.06.2016 and 02.08.2016 stating that she is not entitled to claim the same as Pradhan Mantri Jeevan Jyoti Beema Yojana (PMJJBY) and Pradhan Mantri Suraksha Beema Yojana (PMSBY) were started from 01.06.2015. She was also informed that no premium of Rs.1/- or Rs.2/- had been deposited in these schemes by the account holder/her husband and therefore, her claim was rejected on 23.05.2016.

(e). The plaintiff also claimed that despite her repeated requests, the defendant had not cleared her claim, so she approached superior authorities vide her complaint dated 25.03.2019 to the Bank Ombudsman and RBI but to no avail. She also served legal notice dated 25.03.2019 upon defendant who filed the vague reply to the same. Hence, she filed the suit seeking direction to the defendant to pay/release an accidental insurance claim amount of Rs.1 lakh and for compensation of Rs.1 lakh towards mental & financial harassment with interest.

7. Summons of the suit was served upon the defendant but it did not appear despite service, hence, vide order dated 24.07.2024 not only the right of the defendant to file written statement was closed but it was proceeded ex- parte.

8. In order to prove her case, the plaintiff examined herself as the only witness as PW1.

9. PW1 tendered her evidence by way of affidavit as Ex. PW1/A. She generally deposed on the same lines as that of her suit and relied upon the documents: her Aadhar Card as Ex.PW1/1; bank passbook of her late husband as Ex.PW1/2; death certificate of her husband dt. 14.01.15 as Ex.PW1/3; letter dated 28.03.16 to Manager Canara Bank as Ex.PW1/4; letter dated 27.05.2016 as Ex.PW1/5; letter dated 12.07.2016 as Ex.PW1/6; letter dated 28.07.2016 as Ex.PW1/7; letter dated 24.08.2016 as Ex.PW1/8; forwarding letter dated 15.07.2016 as Ex.PW1/9; letter dated 23.05.2016 as Ex.PW1/10; letter dated 22.06.2016 as Ex.PW1/11; letter dated 02.08.2016 as Ex.PW1/12; complaint dated 25.03.2019 as Ex.PW1/13; three postal receipts dated 25.03.2019 as Ex.PW1/14 to Ex.PW1/16 respectively; reply dated 03.04.2019 as Ex.PW1/17; application under RTI dated 30.04.2019 as Ex.PW1/18; reply to RTI application dated 13.05.2019 alongwith letter dated 10.05.2019 as Ex.PW1/19; forwarding letter vide no. 568 with speaking order dated 23.08.2019 as Ex.PW1/20; two legal notices sent to RBI and Canara Bank dt. 25.03.2019 as Ex.PW1/21 and Ex.PW1/22

respectively; two postal receipts both dated 25.03.2019 as Ex.PW1/23 and Ex.PW1/24 respectively; reply of Canara Bank dated 29.05.2019 as Ex.PW1/25.

Impugned judgment

10. The suit was decreed observing that there is no defence of the defendant and plaintiff establish that her husband was covered under the scheme PMJDY which entails her for insurance cover of Rs.1 lakh and as plaintiff has been running around for relief since 8-9 years, so she deserves to be compensated for an amount of Rs.1 lakh for mental agony caused to her. Both the aforesaid amounts carry interest @ 6% p.a., till its realisation.

Grounds of appeal

11. The impugned judgment dated 28.01.2025 has been assailed mainly on the grounds that :

(i) the plaintiff filed the claim for insurance, the bank has processed the claim as per the guideline of PMJDY so she has received the insurance amount of Rs.30,000/- in July, 2015.

(ii) The National Payments Corporation of India (NPCI) vide its circular RuPay insurance programme 2015-2016 dated 31.03.2015 has issued guidelines to all the bank for settlement of the claim wherein it has been clarified that insurance cover of Rs. 1 Lakh was applicable to RuPay card holder who have performed minimum 1 successful transaction at any channel within 45 days from prior date of accident including accident date but deceased has not made any transaction at any ATM.

(iii) Further, Ld. Counsel for the respondent argued that the Trial Court has not considered the fact that account holder/ plaintiff’s husband died natural death and hence he is not covered within the meaning of accidental death. So, the plaintiff is not entitled for any amount of accidental claim.

PLAINTIFF'S REPLY TO THE APPEAL

12. Plaintiff opposed the appeal by filing the detailed reply. She has taken the preliminary objections that the present appeal is not maintainable as the Ld. Trial Court has passed the impugned judgment on merits and after considering and assessing the facts and circumstances of the present case and has rightly held that plaintiff is entitled to obtain the insurance amount and compensation. Further, she claimed that this appeal is not maintainable being time barred as there is delay of more than 70 days. Further, the appellant has not come to the court with clean hands. Hence, it is prayed that the appeal may be dismissed.

13. I have heard arguments of Mr. Kumar Vishwajeet- Ld. Counsel for the appellant and Sh. D.P Katyan- Ld. Counsel for the respondent and considered the record carefully.

14. The facts which are not in dispute are as under:

I. Plaintiff's husband namely Sh. Vijay Kumar Goyal opened a savings bank account bearing no. 0307119000223 (customer ID 89301965) with zero balance with defendant's bank on 13.09.2014 under the scheme of Pradhan Mantri Jan-Dhan Yojna (PMJDY).

II. Plaintiff's husband namely Sh. Vijay Kumar Goyal expired on 14.01.2015

III. Plaintiff is the nominee in the bank account of her husband.

IV. Plaintiff received Life Insurance Cover of Rs.30,000/- in July, 2015 from the defendant under PMJDY.

V. Plaintiff's claim for accidental insurance was rejected.

15. **<u>POINT FOR DETERMINATION</u>**:

"***Whether the Ld. Trial Court has made any error in passing the impugned judgment dt.*** 28.01.2025***?***"

16. Ld. Counsel for the appellant argued that plaintiff has not proved on record that the death of her husband was caused due to an accident so she is not entitled for insurance cover of Rs.1 lakh which is allowed only in the case of accidental death or permanent total disability. He further argued that for accidental death or permanent total disability, one has to submit a claim form, death certificate and copy of FIR, Panchnama/Inquest Report in terms of National Payments Corporation of India, Circular Rupay/20/2014-15 dated 31.03.2015. He further argued that the plaintiff's husband has expired by other reason than accident so she is entitled for life insurance cover of Rs.30,000/- which she already got.

17. In the impugned judgment, Ld. Trial Court observed as under:

> *"Though no defence has come to the fore from the defendant end, even if the communications that the plaintiff had with it and several other authorities are carefully perused, plaintiff case is liable to be favourably considered. First of all, strangely enough initially, it is seen that vide communications dated 23.05.2016, 22.06.2016 and 21.08.2016, the defendant had negated the plaintiff claim on the ground that her husband, the account holder had already expired at a time before the schemes PMJJBY and PMSBY came into effect. The plaintiff has all through contended that her husband was covered under the scheme PMJDY and not under PMJJBY and PMSBY. As such therefore, grounds taken by the defendant to negate the plaintiff claim on these lines is a non-starter and is required to be repelled at the threshold since the coverage of the plaintiff under the schemes PMJJBY and PMSBY was never pleaded. Subsequently, it is seen that the goal post as it was shifted and the RBI Ombudsman in its reply dated 23.08.2019 raised another ground for rejecting the plaintiff claim by holding that the account holder/husband of the plaintiff had not availed the Rupay Card/Debit Card that came with the scheme and did not make the minimum number of transactions required to qualify for the amount being claimed. Such a contention, by implication at*

first clears the air over the controversy, if at all it can be said to be one, that plaintiff's husband was covered under PMJJBY and PMSBY and not under PMJDY. Inherent in the order dated 23.08.2019 is the presumption that the account holder/plaintiff husband was indeed covered by the scheme PMJDY, which entailed insurance cover of Rs.1,00,000/- to eligible beneficiaries."

18. It is pertinent to note that plaintiff in her evidence disclosed about the benefit of PMJDY by deposing that there are the direct/special benefits or norms attached to the scheme following as under:-

i. Interest on deposit

ii. Accidental Insurance cover of Rs.1.00 Lac.

iii. No minimum balance required. However, for withdrawal of money from any ATM with RuPay Card, the same balance is advised to be kept in account.

iv. Life Insurance cover of Rs.30,000/-

v. Easy transfer of money across India

vi. Beneficiaries of Govt. Schemes will get Direct Benefits Transfer in these accounts

vii. After satisfactory operation of the account for 6 months, an overdraft facility will be permitted.

viii. Access to Pension, insurance products

ix. Accidental insurance cover, RuPay Debit Card must be used at least once in 45 days.

x. Overdraft facility upto Rs.50,000/- is available in only one account per household, preferably lady of the household.

19. It is clear from the norms attached with the scheme that one will get Rs.1 Lakh for Accidental Insurance and Rs.30,000/- for the Life Insurance cover. It is pertinent to note that there is no finding of Ld. Trial Court in

the impugned judgment as to how the death of the husband of the plaintiff was caused. So, the moot point in this appeal is whether the death of the plaintiff's husband was caused due to an accident or by any other reason.

20. Plaintiff in paragraph- 5 of her suit pleaded that her husband suddenly expired on 14.01.2015 due to heart attack on the road while he was in an auto-rickshaw in Laxmi Nagar, Delhi. Plaintiff proves death certificate of her husband as PW-1/3 wherein place of death of her husband recorded as 3/134, Gali No.3, Lalita Park, Laxmi Nagar, Delhi- the same address where she is residing meaning thereby her husband has not expired on the road. Further, there is not a single evidence on record which suggests that her husband died on the roadside due to heart attack or the heart attack was the result of any accident.

21. It is pertinent to note that plaintiff sent a letter to Hon'ble Prime Minister on 24.08.2016 Ex.PW1/8 wherein in the list of enclosure she has mentioned that she has attached the documents pertaining treatment of heart disease. Admittedly, the plaintiff has not filed the said documents pertaining to treatment of heart disease with the suit, the reasons best known to her.

22. In view of the above, it is clear that there is no material on record by which plaintiff has established that her husband's death was caused due to an accident, as such she is not entitled for an amount of Rs.1.00 Lac for Accidental Insurance Cover. So, as plaintiff is not entitled for the Accidental Insurance cover amount so she is also not entitled for any compensation as defendant has paid the life insurance cover amount of Rs.30,000/- within six months of death of plaintiff's husband i.e in July 2015.

CONCLUSION

23. In view of the foregoing discussion, this Court is of the considered

view that present appeal deserves to be allowed accordingly appeal is allowed and suit of the plaintiff is dismissed with no order as to costs.

24. Trial Court Record together with the copy of this judgment be sent to Ld. Trial Court. Appeal file be consigned to Record Room.

Announced in the open Court
on 14th Day of January, 2026

(RAVINDER SINGH-I)
District Judge-03 East, KKD Courts, Delhi

RAVINDER SINGH

Digitally signed by RAVINDER SINGH
Date: 2026.01.16 15:59:01 +0530