

WEB COPY

A.S.No.1159



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.11.2025

CORAM

THE HONOURABLE DR.JUSTICE G. JAYACHANDRAN
and

THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

A.S.No.1159 of 2025

and

C.M.P.No.28787 of 2025

A.Manohar

... Appellant(s)

Vs.

1. The Senior Manager, LIC of India,
City Branch, Chennai – 600 006,
No.15/88, II Floor, South Indian Co-op Building,
Anna Salai, Chennai – 600 002.

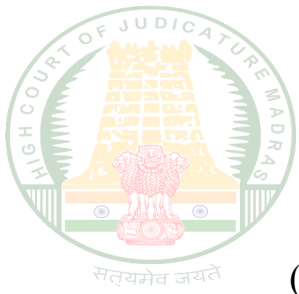
2. Mrs.Geethalakshmi

... Respondent(s)

Prayer: Appeal Suit Appeal filed under Section 96 of the Code of Civil Procedure to set aside the order for Decree & Judgment dated 12.08.2025 passed in O.S.No.93 of 2021 on the file of VI Additional Family Court, Chennai.

For Appellant(s)

: Mr.R.Harinath



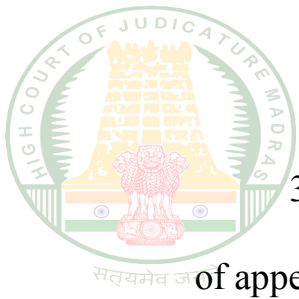
J U D G M E N T

(Order of the Court was made by **DR. G.JAYACHANDRAN, J.**)

WEB COPY

The appellant, being aggrieved by the dismissal of his suit, is before this Court by way of an appeal filed under Section 96 of the Code of Civil Procedure.

2. The short point involved in this matter is that, in the dispute between the husband and wife, a divorce petition filed by the husband was dismissed and his appeal is pending. Meanwhile, the husband filed a suit before the Family Court seeking a declaration and permanent injunction in respect of the disbursement of the life insurance policy subscribed by his wife, which had matured. The defendants are the Senior Manager, Life Insurance Corporation of India (hereinafter referred to as 'the LIC' for short) and his wife, Mrs. Geetha Lakshmi. The Trial Court, taking note of the proceedings between the parties, and after considering the documents relied upon by the plaintiff, dismissed the suit holding that the plaintiff is not entitled to a declaration or to receive the policy amount of Rs.75,000/- from LIC and is also not entitled to any injunction restraining LIC from crediting the amount under Policy No. 715457023 standing in the name of the second defendant, his wife Geetha Lakshmi.



WEB COPY

3. This Court, upon going through the impugned judgment and the grounds of appeal, finds that the suit has been filed on the premise that the premium for the policy standing in the name of the wife was paid by the plaintiff, and therefore, he claims she is not entitled to the matured amount.

4. A life insurance policy is governed by specific terms and conditions. As per the policy, LIC is bound to pay the matured amount to the person in whose name the policy is issued. No person can claim the amount on the ground that the policy was taken in a benami name, even if it is in the name of the plaintiff's own wife. The Trial Court has rightly considered the matter and dismissed the suit.

5. As far as the present appeal is concerned, when no ground is made out to sustain the appeal, this Court has adequate power to dismiss the appeal at the inception stage, even without issuing notice to the respondents. In this case, we find that the grounds of appeal do not withstand scrutiny in law and therefore, there is no necessity to entertain the appeal.

6. Accordingly, the appeal stands dismissed. No costs. Connected



A.S.No.1159



miscellaneous petitions, if any, stand closed. It is made clear that any observations made in this order shall have no bearing on the pending suits or other proceedings between the parties.

WEB COPY

(G.J.,J.) (M.S.K.,J.)
26.11.2025

skr

Index : Yes / No

Speaking order / Non-speaking order

Neutral Citation : Yes / No



WEB COPY

A.S.No.1159



DR.G. JAYACHANDRAN, J.
and
MUMMINENI SUDHEER KUMAR, J.

skr

A.S.No.1159 of 2025

26.11.2025