

ORDER.

18.3.13

W. P. 12898 (W) of 2012

In re: Vijay Agarwal ... Petitioner

Mr. Kishore Datta
Ms. Sumita Shaw ... For the Petitioner

Mr. Dilip Kumar Kundu
Mr. Arjun Basu ... For the Respondents

The petitioner was appointed as an agent of Life Insurance Corporation of India (hereafter the 'Corporation').

In respect of purchase of insurance policies by one Prosenjit Das (since deceased), the Corporation found certain gross irregularities allegedly committed by the petitioner. According to the Corporation, the petitioner's action bordered on fraudulent and fictitious activities. A notice dated 20. 12. 2006 was issued by the Senior Divisional Manager of the Corporation (hereafter the 'disciplinary authority') calling upon him to show cause as to why his agency shall not be terminated under Rules 16(1)(a) and (b) of the Life Insurance Corporation of India (Agents) Rules 1972 and his renewal commission be not forfeited under Rule 19(1) read with Rule 10(6) thereof.

The petitioner responded to the show cause notice on 22nd December, 2006. Although there was a denial of the charge levelled against him, the petitioner pleaded that he may be pardoned for any unforeseen mistake/negligence on his part.

The disciplinary authority after consideration of the petitioner's response and also after hearing him passed a final order dated 10th March, 2007. The order of the disciplinary authority reads as follows:-

"...Whereas Shri V. K. Agarwal, Agency Code No.-97633411, Salt Lake Branch was issued a Show Cause Notice dtd. 20.12.2006 for the charges as enumerated therein;

And whereas Shri V. K. Agarwal denied the charges levelled against him in the Show Cause Notice dtd. 20.12.06 through his reply dtd. 27.12.06;

And whereas after carefully perusing the relevant documents and evidence on record, and reply dated 27.12.06 to the Show Cause Notice, the undersigned is satisfied that due and proper opportunities have been accorded to Shri Agarwal and as the Disciplinary Authority, the undersigned feels that Shri Agarwal has nothing more to say in his defence and therefore, finds Shri Agarwal guilty of The charges as mentioned in the Show Cause Notice dtd.20.12.06;

Now, therefore, the undersigned in exercise of powers conferred upon him under Rule 16 of the LIC of India (Agents) Regulations, 1972 hereby imposes upon Shri V. K. Agarwal, the penalty of termination of agency under Rules 16(1) (a) and (b) of LIC of India (Agents) Rules, 1972 and at the same time also forfeits all renewal commissions payable to him, if any, under Rule 19(1) read with Rule 10(6) of LIC of India (Agents) Rules, 1972 as proposed in the Show Cause Notice dtd. 20.12.06 with immediate effect."

The said order was carried in appeal by the petitioner before the Zonal Manager of the Corporation (hereafter the 'appellate authority') on diverse grounds.

The petitioner was not heard by the appellate authority. However, the Manager (P & I R), Divisional Manager of the Corporation informed the petitioner by his memo dated November 6, 2007 as follows:-

“...We have been informed by the Secretary (Mktg.), EZO vide letter dated 13.10.07 that ‘the Competent Authority did not accord to your aforesaid Appeal’

The Life Insurance of India (Agents) Regulations, 1972 provided a further remedy to the petitioner by way of presentation of a memorial before the Chairman of the Corporation. The petitioner availed such remedy and submitted a memorial by way of a representation on 29th June, 2008 before the Chairman. By an order dated 12th August, 2009, the Chairman of the Corporation rejected the memorial.

The entire proceedings initiated against the petitioner by the Corporation including the order of the Chairman referred to above are challenged in this writ petition, presented before the Court on 21st June, 2012.

I have heard Mr. Datta, learned advocate for the petitioner and Mr. Kundu, learned advocate for the Corporation.

At the outset, Mr. Kundu has contended that the writ petition ought to be rejected on the ground of delay and laches. Although the petitioner's memorial stood rejected by the order dated 12th August, 2009, he waited for nearly three years to ventilate his grievance thereagainst without furnishing satisfactory explanation.

In support of his contention, Mr. Kundu relied on the decisions of the Supreme Court reported in (2012) 3 SCC 727 (Bangalore City Cooperative Housing Society Limited -vs- State of Karnataka and others) and (2012) 5 SCC 412 (Delhi Administration and others -vs- Kaushilya Thakur and another).

I shall deal with the aforesaid objection first.

Ordinarily, a Writ Court does not come to the aid of the tardy, the indolent and the lethargic. Writ remedy is discretionary and, therefore, it is only in extraordinary circumstances and in appropriate situations that the Court entertains a grievance raised by a litigant seeking enforcement of his fundamental rights or other legal rights. It has been the consistent practice that a Writ Court would not entertain a stale claim, if third party interest is created between the dates of accrual of the cause of action and presentation of the writ petition. Ultimately, it is a matter of judicial discretion.

However, if a fundamental right has been infringed, delay would not stand in the way of granting relief. One may refer to the decision of a learned Single Judge of this Court reported in 2004(1) CLJ (Cal) (Madhumita Das -vs- University of Calcutta and others), wherein after consideration of earlier decisions of the Supreme Court law has been laid down in the following words:

"A remedy under Article 226 of the Constitution of India is available if ordinary legal right or fundamental right of a person guaranteed by our Constitution is invaded by the action or inaction of the State. Therefore, when a person goes before a Court under Article 226 of Constitution of India alleging violation of his ordinary legal right, the Court may refuse such relief if any of the aforesaid six conditions exists. However, if infraction of fundamental right is alleged, in such a case, it is the duty of the High Court

to enforce fundamental right guaranteed to a citizen and in such a situation, relief under Article 226 of the Constitution cannot be refused. It is preposterous to suggest that the ground of delay or acquiescence can be applied as a bar to the relief where fundamental right has been transgressed, because there can be no loss of fundamental right merely on the ground of non-exercise of right. (See Kerala Education Bill, AIR 1958 SC 956 at page 981).

In the case of *Amalgamated Coal Fields Limited and others v. Janapada Sabha, Chindwara* reported in AIR 1961 SC 964, the Supreme Court observed that if a tax imposed is held to be *ultra vires*, the petition under Article 32 of the Constitution of India cannot be refused on the ground that the petitioner had been paying the tax without objection for years because such *ultra vires* tax would encroach upon the petitioner's fundamental right under Article 19(1)(f)(g). As pointed out by Supreme Court in the case of *Darayo v. State of U.P.* reported in AIR 1961 SC 1457 once a citizen establishes that his fundamental right is violated, relief under Article 32 is not discretionary. In the case of *Basheswar Nath v. C.I.T.* reported in AIR 1959 SC 149 it has been specifically held that there cannot be any waiver of fundamental right conferred under Article 14 of the Constitution of India.

As regards the question of delay, the rule which says that High Court may not enquire into belated and stale claim, is not a rule of law but a rule of practice based on sound and proper exercise of discretion. The principle on which relief to a party on the ground of laches or delay is denied is that rights which have accrued to others by reason of delay in filing petition should not be allowed to disturb unless there is reasonable explanation for delay. The real test to determine delay in such cases is that the petitioner should come to Court before a parallel right is created and lapse of time is not attributable to any lapse or negligence. (See AR 1992 SCW page 3181 at page 3185).

THE KOLKATA MUNICIPAL CORPORATION
HEALTH DEPARTMENT

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21639



Form No.—6

(See Rule 9, W. B. Birth & Death Registration Rules)

DEATH CERTIFICATE

(Issued under Section 12(17) of R.B.D. Act 1969)

This is to certify that the following information has been taken from the original record of death which is the register for (Local Area).....

... K. M. B. G. under Kolkata Municipal Corporation of District Kolkata of State West Bengal.

Name: PRASANJIT DAS
 Name of Father/Husband: Sri Pradip Kr. Das
 Address: D 6A, Kebab Krishna Swa Street, Kol-5 P/s - Shyamprukur.
 Sex: Male ID 3/A/K/15, Nepal Neogi St., Kolkata-5
 Date of Death: 10-04-04
 Place of Death: Within the Jurisdiction of Contai P/s.
 Registration No: 184/04/O.T.
 Date of Registration: 11.04.04

[Signature]
 11.04.04
 Signature of issuing authority
 Sub-Registrar K.M.B.G.
 (The Cal, M.C. Corporation)
 (C. M. C.)

Date: 11.04.04

No Disclosure shall be made of particulars regarding the cause of death as entered in the Register. See proviso to Section 17(1)

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भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
E-MAIL : llccsdo@cal.vsnl.net.in

L I C OF INDIA , BRANCH: 41B , DIVISION: DT: 16/04/2004

PROPOSAL REVIEW SLIP (FORM NO: 3104/01C) (4th ver. / 9.00)
Registration Date : 31/03/2004 SR.NO: 337630
PROP NO 0014426 PROP DATE 31/03/2004 POL TYPE 0 EPR DATE POLICY NUMBER SER. DR. 41B

Life Assured: DAS P
Name: PRASENJIT DAS
Add-1: 07B BISHWAJIT LAYEK; 1A HARI SAVA ST
Add-2: KOLKATA,
Add-3:
Pin Code: 700023

Agency Code : 97633411
Dev Officer : 00000000
Nominee: BISWAJIT DAS
Nominee's Age: 34
Nom's Relation: B
Appointee:

DT.OF.COM PLAN TERM PRM.TRM SUM ASSURED MODE INST PREM NO OF INST
28/03/2004 164 25 25 1000000 Hly 1325.00 1

DT.OF BIRTH AGE AGE-PROOF DT.OF BTH(2) DAB('000) MED CODE SEX TAB-PRM
19/08/1981 23 R 00 00/0000 9 M Male 2.65

RIDER-IND TO1-NO TYPE-1 RSA-1 R1-@ R1-EXT-@ TYPE-2 RSA-2 R2-@ R2-EXT-@
00

CASH OPT./G...V.E ANNUITY AMT. NO OF UNITS VESTING DATE PROPOSER'S-AGE
00 00 00 0000 00

ME CODE STATUS M.FEES M.E.DT. ME CD(2) STAT(2) M.FEES(2) ME DT(2)
6642 N Rs 70 31 03 2004 /

GEOG.CATEGORY HEIGHT WEIGHT ABDOMEN CHEST(UNEXP) CHEST(EXP) PULSE
OTH 164 54 74 78 83 72

Prv./Recheck :

B.P(SYSTOLIC/DIASTOLIC) FEMALE CLASS OCCUPATION(DESC.) Unit-Type
120 80 BUS

PREVIOUS POLICIES(NUMBER / S.A) OTHER PROPOSALS (NUMBER / SUM PROPOSED)

1 12000
BOC-1 BOC DATE AMOUNT-1 BOC-2 BOC DATE AMOUNT-2
11657 13 02 2004 5320.00 00 00 0000
BOC-3 BOC DATE AMOUNT-3 BOC-4 BOC-DATE AMOUNT-4

TOTAL DEPOSIT = Rs 5320.00 Additional Premium :

PA CODE SUB-PA-CD DEPT-CD EMPLOYEE NO. BILL TYPE TITLE-CODE
1 1

F/S R/U UCC-CD INC-CD DIST-CD TALUK-CD VILL-CD REINS IMPAIR EMR
S U 75 1 1 1 < > < > < >

P.W.EXT.PRM.RATE = Rs. .00129 OPTION CODE :
ONETIME EXTRA PREMIUM = Rs. PLAN 14 .00OPTION IND. :
ANY OTHER E.T.PRM.RATE = Rs. PLAN 149 EARLIER T .00SA :
SPL.RATE PREMIUM GIVEN BY Z.O.:

Here, the objection of Mr. Kundu has to be considered in the light of two very important aspects, viz. (i) whether third party interest has been created or not; and (ii) whether the complaint is in respect of breach of a fundamental right or not.

In respect of the first, it can safely be concluded that there has been no creation of third party interest. If ultimately the writ petition succeeds, as a whole or in part, neither the Corporation nor any agent would suffer any irreparable loss. If indeed the petitioner is allowed to resume functions of an agent, that might result in reducing the business prospects of other agents but *per se*, the same would not assume the proportion of such a loss that the petitioner must be told off at the gate.

Regarding the second, it has to be considered whether the petitioner is entitled to succeed on his complaint of breach of fundamental right. That can only be considered, once the merits of the petitioner's contentions are examined.

In so far as the decisions in Bangalore City Cooperative Housing Society Limited (*supra*) and Delhi Administration and others (*supra*) cited by Mr. Kundu are concerned, it appears that the disputes canvassed in the writ petitions arose out of land acquisition proceedings. Since such proceedings are in public interest, the test that is applied to entertain writ petitions in relation to such proceedings is not quite the same as in respect of other matters. In my respectful opinion, the ratio of these two decisions would have no application in the facts and circumstances of the present case.

Turning to the facts, it is found that the orders passed by the disciplinary authority and the appellate authority are absolutely unreasoned. The said authorities were discharging quasi-judicial functions. It is settled law that while deciding a lis in discharge of quasi-judicial functions, the authority concerned is required to consider the grievance of the aggrieved and the defence thereagainst, appreciate the evidence that is produced by the parties, give opportunity of hearing to the party to be affected by its order and to support its ultimate order with reasons, thereby showing application of mind.

The aforesaid exercise appears to be conspicuous by its absence in the orders of the disciplinary authority and the appellate authority. Lack of reasons in an order passed by an authority exercising quasi-judicial functions amounts to breach of principles of natural justice, which in turn offends Article 14 of the Constitution. On this ground alone, the writ petition deserves to be entertained and these orders are liable to be set aside.

However, one must not be oblivious of the fact that these orders have merged in the order of the Chairman rejecting the memorial filed by the petitioner, which is a reasoned order.

The order of the Chairperson has been looked into in between the lines. The Chairman has referred to an opinion of a handwriting expert. The disciplinary authority and the appellate authority, however, did not refer to the same.

It is the specific contention of the petitioner that the opinion of the handwriting expert was not made available to him. It is his further contention

that the signatures of the deceased, which were treated to be disputed signatures, were also not supplied and, therefore, he had no occasion to obtain any report or to make any comment in respect thereof.

In my view, omission to furnish the opinion of the handwriting expert together with the disputed signatures to the petitioner constitutes a serious infirmity in the decision-making process of the Chairman. It is in clear violation of the principles of fairness, transparency and non-arbitrariness, which is the soul of Article 14 of the Constitution.

It also appears that the Chairman has levelled new allegations in his order and has found the petitioner to be guilty thereof. In my further considered view, it was not open to the Chairperson to proceed to hold the petitioner guilty of an allegation for which he was never charged.

The proceedings having been conducted in clear breach of the principles of natural justice, the order of the Chairman and the orders that merged in his order are indefensible. The same stand set aside.

Now, I am left to decide on the relief the petitioner is entitled to in the circumstances.

Having regard to the gravity of the allegations levelled against the petitioner, I cannot allow the proceedings to be discontinued. The proceedings must immediately start from the stage after submission of reply given by the petitioner. It is, accordingly, directed that the Corporation shall make available to the petitioner, within a fortnight from date of receipt of a copy of this order, all documents that it seeks to rely on to drive home the allegations levelled against

him. The disciplinary authority shall, thereafter, extend opportunity of personal hearing to the petitioner and ensure that the proceedings are brought to its logical conclusion as early as possible, but not later than September, 2013. At the hearing, the petitioner shall be entitled to submit evidence in support of his defence and raise appropriate contentions, which shall be given the consideration the same deserves.

It is made clear that the petitioner shall not be entitled to function as an agent, unless the proceedings against him are dropped by the Corporation.

The writ petition stands allowed to the extent as mentioned above. There shall be no order as to costs.

Let photostat certified copy of this order. if applied for, be supplied as expeditiously as possible.

(Dipankar Datta, J.)

①
INITIAL FILED
PETITION

District : Calcutta.

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE.

In the matter of :
W. P. No. 12899 (W) of 2012.

Subject matter relating to Residuary
falling under Group IX of the
Classification List.

In the matter of :

Shri Vijay Agarwal.

... Petitioner.

- Versus -

Life Insurance Corporation of India and
others.

... Respondents.

Advocate on Record :
Ms. Sumita Shaw, Advocate,
28/25, Dhakuria Station Road,
Kolkata-700031.

District : Calcutta.

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE.

In the matter of :

W. P. No. (W) of 2012.

- And -

In the matter of :

An application under Article 226 of
the Constitution of India.

- And -

In the matter of ;

Shri Vijay Agarwal.

... Petitioner.

- Versus -

Life Insurance Corporation of India
and others.

... Respondents.

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My Submission
 SHOW CAUSE
 Reply to S/Cance
 Final Order
 Z.M. Fine Order
 MEMORIAL
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 Notice from Kuvada
 AHO

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 (Lawyer's Reply)

District : Calcutta.

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE.

In the matter of :

W. P. No. (W) of 2012.

- And -

In the matter of :

An application under Article 226 of
the Constitution of India.

- And -

In the matter of ;

Shri Vijay Agarwal.

... Petitioner.

- Versus -

Life Insurance Corporation of India
and others.

... Respondents.

LIST OF DATES

Dated	Events.
In 1992	: The petitioner qualified for the Chairman's Club.
13. 02. 2004	: The petitioner brought in a proposal of one Shri Prasenjit Das, aged about 23 years for an insurance policy with LIC. 75-101
12. 03. 2012	: The proposer duly underwent medical examination

from the Authorised Medical Examiner of LIC. Such proposal was submitted on 25th of March, 2004 and the same was registered on 31st March, 2004.

31. 03. 2004 : The proposal was registered by the LIC. However, but the respondent authorities proceeded on the basis that the proposal was registered on 16th April, 2004.
- May, 2004 : In the first week of May, 2004, the petitioner came to learn that Shri Prasenjit Das had died in a road accident on the 10th of April, 2004.
22. 05. 2004 : The petitioner duly informed the respondents of the death.
03. 07. 2004 : Claim Forms were submitted by the nominees of Shri Das.
10. 08. 2005 : The petitioner received a letter from LIC through the Senior Divisional Manager withdrawing the petitioner's authority for giving Moral Hazards Report on the ground that on examination of relevant papers pertaining to the claim under the six policies on the life of Late Prasenjit Das had found the same to be a

bad claim.

- : LIC registered a Vigilance Case against the petitioner to investigate and examine the papers relating to the said policies.

- 30. 10. 2006 : By a letter, the petitioner was duly informed about registration of Vigilance Case and the petitioner was asked not to procure any new LIC business till finalization of the Vigilance Case.

- 20. 11. 2006 : By a letter, the petitioner gave a reply to the said letter dated 30th October, 2006 stating therein that the proposals brought by the petitioner had been converted into policies after completion of all procedures and formalities laid down by LIC through various authorized personnel of LIC.

- 26. 12. 2006 : The petitioner received a notice intimating the petitioner about initiation of a disciplinary proceeding against the petitioner issued by the Senior Divisional Manager. Such notice proposed termination of Agency and forfeiture of renewal commission and directed the petitioner to show cause on various charges.

27. 12. 2006 : By a letter, the petitioner duly replied to the said show cause notice.
10. 03. 2007 : By a letter, the petitioner was forwarded the final order also dated 10th March, 2007 passed by the Senior Divisional Manager. The petitioner was found guilty of charges mentioned in the said show cause notice and thereby terminating the agency of the petitioner.
15. 03. 2007 : By a letter, the petitioner duly appealed against the said final order dated 10th March, 2007 before the Zonal Manager of LIC, Eastern Zonal Office asking for reconsideration of the order.
06. 11. 2007 : By a letter, the petitioner was informed that the Competent Authority did not reconsider the aforesaid appeal.
29. 06. 2009 : The petitioner preferred a Memorial before the Chairman of LIC.
12. 08. 2009 : By an order passed by the Chairman, the Chairman held that the penalty imposed on the petitioner was justified thereby disposing of the said Memorial

dated 29th June, 2009.

- 20.07.2010 : By a letter addressed to the respondent No.2 through the petitioner's Advocate, the petitioner requested for reconsideration of the said order dated 12th August, 2009, which has not been reconsidered till date.
- 14.09.2010 : By a letter, the petitioner requested the respondent authorities to withdraw the allegations against the petitioner and to release all commission amounts due to the petitioner within 15 days from the date of receipt of the said letter.
- 28.09.2010 : The respondent authorities by a letter stated that such allegations against the petitioner would not be withdrawn and the request was not tenable as the same have already been settled by the said order dated 12th August, 2009 passed by the Chairman of LIC with regard to the petitioner's Memorial dated 29th June, 2009.

Disputer
Kutta
Pg-1 to
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District : Calcutta.

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE.

In the matter of :
W. P. No. (W) of 2012.
- And -

In the matter of :
An application under Article 226 of
the Constitution of India.
- And -

In the matter of ;
Shri Vijay Agarwal.
... Petitioner.

- Versus -
Life Insurance Corporation of India
and others.
... Respondents.

Points of Law

1. Whether the final order passed by the Senior Divisional Manager holding the petitioner guilty of charges and terminating the agency of the petitioner under Rule 16(1) and (2) of the said Rules and forfeiting all renewal commission payable to the petitioner under Rule 19(1) read with Rule 10(6) of the said Rules is tenable in law ?
2. Whether the Chairman of Life Insurance Corporation of India

was justified in upholding the view of the Senior Divisional Manager ?

3. Whether the actions of the respondents have seriously prejudiced the rights of the petitioner and have consequently resulted in loss of livelihood of the petitioner in a manner not sanctioned by law ?
4. Whether the punishment imposed on the petitioner is shockingly disproportionate to the gravity of the charges and whether the same is sustainable in law ?
5. Whether the petitioner is entitled to the reliefs prayed for in the writ petition ?

District : Calcutta.

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE.

In the matter of :

W. P. No. (W) of 2012.

- And -

In the matter of :

An application under Article 226 of the
Constitution of India.

In the matter of:

A writ of and/or in the nature of
Mandamus and/or Certiorari and/or
Prohibition and/or issuance of any
other appropriate writ or writs, order
or orders, direction or directions;

-And-

In the matter of:

Life Insurance Corporation of India.

-And-

In the matter of:

Life Insurance Corporation of India
(Agents) Rules, 1972.

-And-

In the matter of :

Imposition of penalty by terminating
the agency of Shri Vijay Agarwal
under Rule 16 (1) (a) and (b) read
with Rule 19 of Life Insurance
Corporation of India (Agents) Rules,
1972 by a letter dated 10th March,
2007;

-And-

In the matter of:

An order dated 15th March, 2007
passed by the Appellate Authority
thereby rejecting the appeal made by
Shri Vijay Agarwal against the penalty
imposed by letter dated 10th March,
2007 of Life Insurance Corporation of
India.

-And-

In the matter of:

An order dated 12th August, 2009
passed by the Chairman of Life
Insurance Corporation of India by way

of Memorial against the order of the Appellate Authority thereby rejecting the contentions of Shri Vijay Agarwal.

-And-

In the matter of :

Shri Vijay Agarwal, son of Hari Ram Agarwal and residing at Flat No. 4-D, North, Divine Bliss, 2/3, Judges Court Road, Kolkata - 700 027.

... Petitioner.

-Versus-

1. Life Insurance Corporation of India, service through the Chief Secretary, Life Insurance Corporation of India, Yogak-shema, Jeevan Bima Marg, Mumbai-400021.
2. The Chairman, Life Insurance Corporation of India, Yogakshema, Jeevan Bima Marg, Mumbai-400021.
3. The Managing Director, Life Insurance Corporation of India,

Yogakshema, Jeevan Bima Marg,
Mumbai-400021.

4. The Zonal Manager, Eastern Zone,
Life Insurance Corporation of India,
4, Chittaranjan Avenue, Hindus-
than Building, Kolkata-700072.

5. The Divisional Manager, Life
Insurance Corporation of India,
KSDO, DD-5, Salt Lake City,
Kolkata-700064.

6. The Branch Manager, Salt Lake
Branch, Life Insurance Corporation
of India, CF-335, Salt Lake City,
Kolkata - 700 064.

... Respondents.

To

The Hon'ble Mr. Jainarayan Patel, Chief Justice and His Companion
Justices of the said Hon'ble Court.

The humble petition on behalf of the
petitioner above named most
respectfully -

S h e w e t h : -

1. The petitioner is a law abiding and peace loving citizen of India.
2. The petitioner was a direct Insurance agent of Life Insurance Corporation of India, Kolkata Suburban Division, Eastern Zonal Office and having Code No.97633411D till 27th March, 2007 since his agency was wrongfully terminated by the respondents being the subject matter of challenge in this proceeding.
3. The respondent No.1 is Life Insurance Corporation of India, a statutory body within the meaning of Article 12 of the Constitution of India and having its Head Office at the address mentioned in the cause title. The respondent No. 2 is the Chairman of the respondent No.1 organization and is the final authority in all disciplinary matters against the agents of Life Insurance Corporation of India. The respondent No.3 is the Managing Director of the respondent No.1 organization and is responsible for the overall functioning of the organization. The respondent No.4 is the Zonal Head for the Eastern Zone of the respondent No.1 organization and is responsible for the overall functioning of the organization in the Eastern Zone and is also

the Appellate Authority for disciplinary proceedings initiated against agents of Life Insurance Corporation of India. The respondent No.5 is the Divisional Head of the Salt Lake Branch of Kolkata Suburban Divisional Office of Life Insurance Corporation of India and is the Disciplinary Authority for proceedings initiated against agents of Life Insurance Corporation of India. The respondent No.6 is the Head of the Salt Lake Branch of the respondent No. 1 organization being the Branch where the petitioner was attached at the relevant time.

4. The petitioner states that the petitioner became an agent of Life Insurance Corporation of India (hereinafter referred to as LIC), being the respondent No.1 herein in the year 1988 and has since acted successfully as such. The petitioner brought proposals to LIC estimating on an average Rs.8 Crores annually with a yearly payment of premium of more than Rs.40 lakhs. The petitioner's total business to LIC in force as of date will be approximately Rs.102 Crores with a first premium income of Rs.3 Crores. The petitioner has issued insurance coverage for more than 4,000 lives, which bring it a renewal commission of Rs.15 lakhs a year.

Photostat copy of the Licence is annexed herewith and marked as Annexure "P1".

5. The petitioner qualified for the Chairman's Club in the year 1992 and has also been qualifying for the Million Dollar Round Table of LIC agents for the last 12 years. The petitioner has occupied various prestigious positions as an agent of LIC for since the year 1989. The petitioner also occupied the first position in the club for four years. The petitioner was invited as a teacher to Training Classes for agents of LIC at the Training Centre both at the Divisional Level Training Centre as also at the Zonal Level Training Centre. The petitioner has also been a regular Invitee by most of the branches of LIC and at the Divisional Offices for motivating other agents of LIC. The petitioner is a founder member of the Corporate Club of LIC and had been working as a direct agent of LIC for more than 18 years i.e. up to March, 2007.

A compilation of the achievements of the petitioner as an agent of LIC is annexed hereto and marked as Annexure "P2".

6. The petitioner is the sole bread earner of the family which consists of himself, his wife, two children both of whom are going to college and dependant mother. The petitioner's mother earns a paltry sum of Rs.3,000/- per month as widow's pension. The petitioner's primary and only source of earning was the commission he received from the Policies he procured for Life

Insurance Corporation of India as the petitioner was a full time LIC Agent with no other occupation.

7. The petitioner states that in an around 13th February, 2004 the petitioner brought in a proposal of one Shri Prasenjit Das, aged about 23 years for an insurance policy with LIC. This being the 1st Policy of Prasenjit Das through the petitioner, the petitioner duly caused enquiries and submitted his Moral hazard Report along with such proposal. The petitioner states that the petitioner thought that the proposal was genuine and would mature into a Policy. The proposal being rather large attracted special reports, which were done by various medical laboratories authorized by LIC for the purpose. The proposer duly underwent medical examination from the Authorised Medical Examiner of LIC on the 12th of March, 2004 and the proposer duly signed the same in the presence of the Authorised Medical officer. The petitioner states that the Authorised Medical Examiner as per practice directly sent the proposal to the respondent no. 6. The petitioner subsequently learnt that such proposal along with Medical Reports was submitted on the 25th of March, 2004 and the same was registered on 31st March, 2004.

Photostat copy of the proposal along with enclosures is annexed hereto and marked as Annexure "P3".

8. The petitioner states that the proposal was duly scrutinized by the respondent authorities, primarily the respondents no. 6 and thereafter by the respondent no.5 herein above. As the proposals were in order and no defects or deficiencies arose during such scrutiny finally 6 policies were issued in the name of the proposed the details of which are given herein below:

<u>Sl. No.</u>	<u>Policy No.</u>	<u>Sum Assured (Rs.)</u>	<u>Quarterly Premium (Rs.)</u>
i.	423881681	1,01,000	587
ii.	423881682	1,01,000	627
iii.	423881683	1,01,000	631
iv.	423881684	1,01,000	615
v.	423881685	1,01,000	567
vi.	423881686	10,00,000	1,325 (half yearly)

The petitioner states that such proposal was duly scrutinized by the respondent no.5 and duly approved by the respondent no. 6 and such policy was finally accepted and Policies issued. The petitioner states that the petitioner subsequently learnt from the respondent authorities that the proposal was registered only on the 31st March, 2004 after completion of necessary paperwork and due compliance of formalities although the proposal was received on the 25th of March, 2004. The petitioner states that the Policies however commenced on and from the 28th of February, 2004.

9. It is submitted in this connection that though the proposal was registered by the LIC on 31st March, 2004, but the respondent authorities proceeded on the basis that the proposal was registered on 16th April, 2004. Hence, the respondents proceeded on a wrong basis and contrary to the documents on record.

10. The petitioner states that in the first week of May, 2004, the petitioner came to learn that Shri Prasenjit Das had died in a road accident on the 10th of April, 2004 on his way to Digha. The petitioner received such information from the nominees of the deceased. The petitioner after having come to know of the death duly informed the respondents of the death on the 22nd of May, 2004. Claim Forms were submitted by the nominees of Shri Das dated 3rd July, 2004 at the office of the respondent no.6 on 5th July, 2004.

11. The petitioner states that the petitioner received a letter from LIC through the Senior Divisional Manager dated 10th August, 2005 withdrawing the petitioner's authority for giving Moral Hazards Report with regard to intending client's with immediate effect. The reasons of such withdrawal being that LIC on examination of relevant papers pertaining to the claim under the six policies on the life of Late Prasenjit Das had found the same to be a bad claim. Even after such withdrawal, LIC accepted the

business earned by the petitioner for LIC which was to the tune of Rs.4-5 crores.

Photostat copy of the said letter dated 10th August, 2005 is annexed herewith and marked as Annexure "P4".

12. The petitioner states that the petitioner is not aware what constitutes a Bad Claim. The petitioner states that such letter was issued to the petitioner after expiry of more than a year since the claim of Late Prasenjit Das. The petitioner states that till then no Show Cause had been issued on the petitioner giving the petitioner an opportunity to defend himself against any charges.

13. The petitioner states that LIC registered a Vigilance Case being Regular Vigilance Case No.VIG/EZ/811/9629 against the petitioner to investigate and examine the papers relating to the said policies which was informed to the petitioner by letter dated 30th October, 2006. By the said letter the petitioner was asked not to procure any new LIC business in accordance with Rule 16(3) of the Life Insurance Corporation of India (Agents) Regulations/Rules, 1972 (hereinafter referred to as "the said Rules") till finalization of the Vigilance Case.

Photostat copy of the said letter dated 30th October, 2006 and a copy of the Life Insurance Corporation (Agents) Regulation Rules, 1972 are annexed hereto and marked as Annexure "P5".

14. The petitioner has not been communicated of the result of such vigilance case till date.
15. The petitioner states that by the said letter dated 30th October, 2006 the Competent Authority alleged that on reviewing policy bearing No. 423881681 various alleged anomalies were noticed. Such anomalies were in the nature of: -
 - a) All the policies were adjusted against a proposal deposit vide BOC No. 11657 on 12th February, 2004 in the name of one Shri R. L. Gupta and no deposit was made in the name of the deceased policy holder.
 - b) All proposals though dated 25th March, 2004 were registered on 16th April, 2004 i.e. after the death. No information regarding the death of life assured was given to the office before registration.
 - c) It has been established that the proposals relating to the said policies were not signed by the Life Assured.

d) In the proposal, a cousin brother, Shri Biswajit Das, was named as nominee while the parents of the deceased is alive and thus insurable interest is under question.

The petitioner states that such letter was not a Show Cause notice but it in effect suspended the License till finalization of the vigilance case.

16. The petitioner states that it is the discretion of the proposer to appoint a nominee and the petitioner has no say what so ever in the said matter. The petitioner denies that the proposals were not signed by the proposer. The petitioner states that not only were the proposals signed by the proposer but the proposer also underwent various medical tests as was mandatory. The petitioner states that after submission of a proposal with the authorized medical examiner it is for the respondent authorities to take action in the matter by issuing insurance policies and it is not open to the agent to act any further in the matter. The petitioner states that BOC No. 11657 dated 12th February, 2004 in the name of one Shri R. L. Gupta had inadvertently been entered against the proposal. Hence, BOC No. 11657 against the said proposal was accepted and approved by the respondents.
17. The petitioner states that by a letter dated 20th November, 2006 the petitioner gave a reply to the said letter dated 30th October,

2006 stating therein that the proposals brought by the petitioner had been converted into policies after completion of all procedures and formalities laid down by LIC. Such formalities were completed through various authorized personnel of LIC. The petitioner further stated that the policies were adjusted under third party BOC i.e. under the name of Shri R.L. Gupta by LIC. The claims after the death of Shri Das were made to the Claims Manager, and was ultimately sent to the Divisional Office for the satisfaction of Shri P. B. Roy, who was then the Senior Divisional Manager.

Photostat copy of such letter dated 20th November, 2006 is annexed hereto and marked as Annexure "P6".

18. The petitioner states that the petitioner thereafter received a notice dated 20th December, 2006 intimating the petitioner about initiation of a disciplinary proceeding against the petitioner under Rules 16(1)(a) and (b) read with Rule 19(1) and 10(6) of the Life Insurance Corporation (Agents) Rules, 1972 issued by the Senior Divisional Manager. Such notice proposed termination of Agency and forfeiture of renewal commission and directed the petitioner to show cause on the charges that -

- (i) The six policies in the name of Shri Prasenjit Das introduced by the petitioner were not signed by the life assured, namely, Shri Prasenjit Das.
- (ii) Such policies were adjusted against a proposal deposit with BOC No. 11657 dated 13th February, 2004 in the name of Shri R. L. Gupta and no deposit was made in the name of the deceased policy holder, Shri Prasenjit Das.
- (iii) The proposal resulted in six policies on the life of Shri Prasenjit Das with registration dated 16th April, 2004. The policy was in pre-death claim, who died on 10th April, 2004, which was before the registration of the policies even though the proposals were dated 25th March, 2004.
- (iv) The signature of the life assured on the proposal papers and related documents of the policy were proved to be vague and no intimation on the death of the life assured was sent to LIC by Shri V. K. Agarwal.

The petitioner states that such purported notice did not disclose any documents through which such charges were to be proved

nor did it disclose the name of the witness to be produced at the trial.

19. The petitioner states that by such notice the respondents proposed to terminate the petitioner's agency and also forfeit renewal commission payable to the petitioner. The petitioner was directed by such notice to show cause in writing within 15 days as to why he should not be held guilty of such charges and the punishment proposed should not be imposed on the petitioner.

Photostat copy of the said show cause notice dated 20th December, 2006 along with the forwarding letter is annexed hereto and marked as Annexure "P7".

20. The petitioner states that by a letter dated 27th December, 2006 the petitioner duly replied to the said show cause notice dated 20th December, 2006. The petitioner duly stated therein that the signatures and the proposals were of the deceased introduced by the petitioner and stating that the proposal was registered on 31st March, 2004. The petitioner also stated that the petitioner being unaware of the death of the policy-holder had not informed LIC and only informed LIC of the same in May, 2004.

Photostat copy of the said reply dated 27th December, 2006 is annexed hereto and marked as Annexure "P8".

21. It is stated in this connection that as an agent, the petitioner had no obligation to inform the LIC about the death of the policy holder. The proposals having been registered on 31st March, 2004 and the policy holder having expired on 10th April, 2004, it was incumbent on the beneficiaries and/or the nominees to inform the LIC of the death of the policy holder.

22. The petitioner states that by a letter dated 10th March, 2007 the petitioner was forwarded the final order also dated 10th March, 2007 by the Senior Divisional Manager in respect of the proceedings initiated under the said Rules. The petitioner was therein allegedly found guilty of charges mentioned in the said show cause notice dated 20th December, 2006 and thereby terminating the agency of the petitioner under Rule 16(1) and (2) of the said Rules and forfeiting all renewal commission payable to the petitioner under Rule 19(1) read with Rule 10(6) of the said Rules.

Photostat copy of the said forwarding letter along with the final order both dated 10th March, 2007 in the disciplinary proceedings is annexed hereto and marked as Annexure "P9".

23. The petitioner states that the said purported final order was cryptic and does not disclose any ground for holding the

petitioner guilty of charges as mentioned in the show cause dated 20th December, 2006. The said impugned Order was made mechanically without disclosing the materials which were taken in consideration nor any reasons were assigned for the conclusion arrived at in the said impugned order. In the said impugned Order there was no finding to the effect that the petitioner has committed any fraud.

24. It is submitted that since no reasons were spelt out in the final order, no subjective satisfaction has been rendered therein in support of the finding of guilt. No opportunity of hearing was given to the petitioner. The entire proceeding was held in an arbitrary and unfair manner. It is well settled that there cannot be any fair appeal to an unfair trial.

25. The petitioner states that the petitioner duly appealed against the said final order dated 10th March, 2007 before the Zonal Manager of LIC, Eastern Zonal Office by a letter dated 15th March, 2007 asking for reconsideration of the order. By a letter dated 6th November, 2007 the petitioner was informed that the Competent Authority did not reconsider the aforesaid appeal.

Photostat copy of the said letter dated 6th November, 2007 is annexed hereto and marked as Annexure "P10"

26. It would appear from the letter dated 6th November, 2007 that the appellate authority did not apply its mind and has passed one line order rejecting the appeal of the petitioner. The appellate authority did not discharge its duties as required in law and has acted mechanically and in complete non-application of mind.
27. It is well settled principle of law that the appellate authority has the duty to give reasons, give an opportunity of hearing dealing with the contentions raised in the appeal, consider the evidence on record and express its own views and pass a reasoned order. In this case, the appellate authority did not discharge its duties and functions as an appellate authority and has mechanically rejected the appeal of the petitioner.
28. The petitioner states that the Order of Appellate Authority was equally cryptic and no reason whatsoever was assigned for as to why the said appeal was dismissed. The said impugned Order was thus wholly without any reason and does not show any application of mind by the Appellate authority. In the said order also the Appellate Authority did not come to any finding that any fraud was practiced or involved.
29. The petitioner states that under the Agents (Regulation, 1972) after the appeal, an agent gets a further opportunity to present

a memorial to the Chairman of the Corporation within the period of three months from the date of receipt by the agent a copy of the order of the Appellant Authority and in terms of the said Provision. The Chairman is required to make an enquiry as he deems necessary and to pass such Order thereon as the circumstances of the case justify.

30. The petitioner states that the petitioner accordingly preferred a Memorial dated 29th June, 2009 before the Hon'ble Chairman of LIC to kindly consider the Memorial.

Photostat copy of the said Memorial dated 29th June, 2009 is annexed hereto and marked as Annexure "P11".

31. The petitioner states that by an order dated 12th August, 2009 passed by the Chairman and communicated to the petitioner by a letter dated 14th August, 2009 inter alia held that the penalty imposed on the petitioner was justified thereby disposing of the said Memorial dated 29th June, 2009.

Photostat copy of the order dated 12th August, 2009 is annexed hereto and marked as Annexure "P12".

32. The petitioner states that the Chairman of the Respondent No.1 went beyond the memorial as well as orders of the disciplinary

authority as well as appellate authority in passing the impugned order. In passing the said impugned Order the Chairman did not give the petitioner a hearing nor considered the facts in proper perspective. The Chairman proceeded on the basis that the petitioner had proposed insurance on the life of a dead person overlooking the fact that the proposal was made out when the deceased was alive. He also overlooked that the deceased as a proposed policy holder duly appeared for various medical examinations before various doctors and clinics which were recognized by the Life Insurance Corporation. The said Chairman without any foundation came to the conclusion that medical reports were manipulated in coming to the said conclusion the Chairman overlooked the fact that no dispute was raised against the medical reports either before the Disciplinary Authority or before the Appellate Authority.

33. The Chairman also came to the conclusion that the petitioner had defrauded the Corporation. The Chairman found the petitioner guilty of a charge which the petitioner was not defending.
34. The petitioner states that the Chairman of the Respondent, on the materials on record could not have come to any additional finding on charges which were not there either before the Disciplinary Authority or the Appellate Authority.

35. The petitioner states that on the findings entered by the Disciplinary Authority and the Appellate Authority, even if such finding was sustained, the petitioner was entitled to commission on premium received by the respondent no.1 in respect of the business secured by the petitioner even after termination but by reason of the final order, the petitioner has been debarred from receiving the commission on the premiums received by the respondent no.1 in respect of the business secured by the petitioner as such agent.

36. The petitioner states that at no stage did the Chairman of the Respondent No.1 disclose his mind and/or serve a notice to the petitioner indicating that he was inclined to hold the petitioner guilty of fraudulent act and or a manipulator of medical reports, which were not findings of the Disciplinary Authority as well as the Appellate Authority.

37. The petitioner states that the said order of the Chairman of the Respondent No.1 has, thus, vitiated in law and is liable to be and should be set aside.

38. It is submitted that the petitioner complied with all his functions as contained in Regulation 8 of the said Regulations of 1972 and

as such no charge could have been framed against the petitioner.

39. It is submitted that the said Regulations of 1972 do not enumerate any misconduct. In the absence of specification of any misconduct, any omission or commission cannot be termed as a misconduct unless it casts a reflection upon the petitioner's reputation, integrity or devotion to duty as an agent. Omission or commission backed with ill motive and/or bad motive is the main ingredient of a misconduct. It must be actuated with other motive which would be apparent expressly in the act. In this case, there was no ill motive or bad motive on the part of the petitioner in the allegations made against him. Hence, there was no misconduct in the eye of law and no proceeding could have been held against the petitioner.
40. The allegations made against the petitioner that the proposed documents were not signed by the life assured i.e. Shri Prasenjit Das (since deceased) have not been proved by the respondents. Hence, no punishment can be imposed upon the petitioner on such application.
41. It has further been alleged in the show cause notice that all the policies of Shri Prasenjit Das (since deceased) were adjusted against a proposal deposited vide BOC 11657 dated 13th

February, 2004 in the name of Shri R.L.Gupta. The respondents have approved such proposal deposit against BOC of Shri R.L.Gupta and having approved the same, no allegation can be made against the petitioner in this regard.

42. It is further submitted in this regard that the adjustment of the policies of Shri Prasenjit Das (since deceased) against the proposal deposit in the name of Shri R.L.Gupta cannot be termed as a misconduct. It may, at the most, be termed as negligence and in particular, in view of the fact that the petitioner did not gain anything nor did Shri R.L.Gupta or the LIC suffered any loss for adjusting the policies of Shri Prasenjit Das (since deceased) against the proposal deposit in the name of Shri R.L.Gupta.
43. It would appear from the show cause notice that the respondents proceeded on the basis of a proposal resulted into policies on the life of Shri Shri Prasenjit Das (since deceased) with registration date as 16th April, 2004, but in fact, the said proposal was registered on 31st March, 2004 which would appear from the records available with the respondents. Hence, the respondents proceeded on a wrong basis that the proposal was registered after the death of Shri Prasenjit Das (since deceased) whereas Shri Prasenjit Das (since deceased) died after registration of the proposals on 10th April, 2004.

44. It would further appear from the show cause notice that the respondents proceeded on the basis that the death of Shri Prasenjit Das (since deceased) was before registration of the policy but from the documents on record, it would be evident that the death of Shri Prasenjit Das (since deceased) was after registration of the proposal.
45. It further appears from the show cause notice that the respondents proceeded on the basis of the result of inspection that the signature of the life assured on the proposal papers and resultant documents were fake, but no documents in connection with the inspection or the result of inspection or any reports were supplied to the petitioner at any point of time. This amounts to breach of the principles of natural justice.
46. It would further appear from the show cause notice that the respondents proceeded on the basis that no information about the death of Shri Prasenjit Das (since deceased) was sent to the LIC by the petitioner. It is reiterated that the petitioner has no obligation to inform the LIC about the death of Shri Prasenjit Das (since deceased). However, it is also reiterated that at the relevant point of time, the petitioner was not aware about the death of Shri Prasenjit Das (since deceased).

47. The respondents did not give any opportunity of hearing to the petitioner in connection with the charges mentioned in the show cause notice. The petitioner was not given any opportunity to controvert the documents and/or materials which formed the basis of the entire proceedings. The petitioner has not been given any opportunity to cross examine the witnesses whose reports and/or statements formed the basis of the framing of the charges and initiation of the proceedings against the petitioner. Thus, the entire actions have been taken in breach of the principles of natural justice. The principles of natural justice have to be read into the said Regulation of 1972 unless the same has been expressly barred.
48. The respondents did not forward to the petitioner any complaint by any one which formed the basis of the initiation of the proceedings.
49. It appears from the order of the Chairman dated 12th August, 2009 that the respondents relied upon some reports of the Government examiner of questioned documents and other reports, but the same were never supplied to the petitioner.
50. It would appear from the final order of punishment that the respondents did not record any finding in regard to the charge and/or allegations against the petitioner, but merely stated that

the petitioner was guilty of the charges. There is no analysis of any evidence and no reasons have been given in support of the conclusion. The respondents have abruptly held the petitioner guilty of the charges.

51. It is submitted that the entire actions of the respondents have seriously prejudiced the rights of the petitioner and have consequently resulted in loss of livelihood of the petitioner in a manner not sanctioned by law.

52. Even assuming but not admitting that the proceedings have been conducted in accordance with law, it is submitted that the punishment imposed on the petitioner is shockingly disproportionate to the gravity of the charges and the same cannot be sustained.

53. The petitioner states that under Rule 19 of The Agent (Regulation), 1972 even after termination of appointment an agent is entitled to commission on the premium received in respect secured by him as such agent unless the termination is on the ground of fraud. The petitioner states that apart from the fact that neither the Disciplinary Authority nor the first Appellate Authority has found any fraudulent Act of the petitioner, the petitioner was thus entitled to receive the commission on premiums in the forthcoming years. Admittedly the premiums

collected by the respondent no. 1 on account of business generated by the petitioner is to the extent of Rs.100.00 crores with premium of Rs.3.00 crores and the petitioner was entitled to receive 5% of Rs.3.00 crores and the said income is being Rs.15.00 lacs per annum approximately.

54. The petitioner states that by reason of the final order, the Respondent No. 1 has made an unjust enrichment to the extent of Rs.15.00 lacs annually which is otherwise due and payable to the petitioner.
55. The petitioner states that if the petitioner had not presented the memorial, the petitioner would have continued to receive premiums as aforesaid. Only because the petitioner had filed the said memorial, the petitioner could not be worst off than the situation which existed after the Order of the first Appellate Authority.
56. The petitioner states that the memorial filed by the petitioner has acted to the peril to the interest of the petitioner by reason of unauthorized exercise of jurisdiction by the Chairman.
57. The petitioner, thus , most humbly and respectfully state that the impugned Order of the Chairman is liable to be and should

be set aside and or quashed since it is hit by Article 14, 19 and 21 of the Constitution.

58. The petitioner states that the impugned final order permits unjust enrichment in favour of the Respondent No.1. By reason of the said impugned order the Respondent No. 1 would appropriate the amount of premium which is otherwise receivable by the petitioner. The said amount of commission would have been otherwise payable to the petitioner but after the order of the Chairman.

59. The petitioner states that the injustice has been extended to the petitioner without any justifiable cause. The petitioner has been honest about discharging his responsibility he was never a part of any fraud. The past performance of the petitioner that the petitioner has been a honest worker and his effort has benefited the Respondent No.1. immensely. The observation of the Chairman as appearing in the impugned Order has stigmatized the petitioner's reputation and such observation has affected the obliterating hard work and reputation which the petitioner had earned over the years. As explained above, the petitioner had forwarded the proposal when the proposer was alive. The petitioner has been honest about the entire facts and circumstances and has not secreted anything from the authorities. On the contrary, he has truthfully revealed every

material fact to the authorities. The transparency shown by the petitioner was misunderstood by the Chairman and he penalized the petitioner unjustly and without any reasonable cause.

60. The petitioner states that the Impugned order of the Chairman is thus liable to be and should be set aside Inter-alia on the ground of violation of principles of natural justice as well as under Article 14, 19 and 21 of the Constitution of India.

61. The petitioner states that the petitioner in procuring the policy under reference had not violated the provisions of Rule 8 of the said Rules. Nor had he acted in any manner prejudicial to the interest of LIC or its interest of the policy holder. As such the termination of the petitioner under Rule 16(1)(a) and (b) of the said Rules made by LIC is illegal, bad and contrary to the provisions of the said Rules. The petitioner states that no finding was ever been made so far either by the disciplinary authority or the Competent Authority or the Chairman and the petitioner was never found to have failed and/or neglected in discharging his functions as set out in the said Rules to the satisfaction of the Competent Authority. Nor the petitioner was ever found to be acted in the manner prejudicial to the interest of LIC or to the interest of the policy holder.

62. The petitioner states that it will be apparent from his representations to the respondent Authorities that the petitioner had made reasonable enquiries with regard to the life of the insured and had not acted in any manner contrary to the Rule 8(4) of the said Rules. The petitioner states that the respondent authorities finally accepted such proposal as there was no defect or deficiency in the proposals. The petitioner states that no investigation was ever been conducted by the respondent Authorities to ascertain the same and findings have been arrived at on the basis of mere assertion in the matter, which are baseless in nature. The petitioner states that the punishment imposed on the petitioner is alleged to have been passed after carefully considering and/or admitting the relevant documents on record. The petitioner states that the petitioner is not aware of such documents or evidence and have not been afforded an opportunity of going through the same or presenting a case in respect of such documents and evidence as alleged by the respondent Authorities. The petitioner states that as an insurance agent with LIC it is the duty of the petitioner to procure business for LIC after -

- (a) taking into consideration the needs of the proposers for life insurance and their capacity to pay premiums;

(b) after making all reasonable enquiries in regard to the lives to be insured before recommending proposals for acceptance, & bring to the notice of LIC any circumstances which may adversely affect the risk to be underwritten;

(c) take all reasonable steps to ensure that the age of the life assured is admitted at the commencement of the policy.

63. The petitioner states that no charges were made against the petitioner claiming failure of any of the above functions. The petitioner states that the petitioner also has not been accused of allegations made out in Rule 8(4) of the said Rules. As such the imposition of penalty made under Rule 16 of the said Rules by the respondent Authorities is illegal, invalid, inoperative, bad, malafide, motivated, arbitrary and whimsical. The punishment imposed is further beyond the provisions of the said Rules. The petitioner states that the respondent Authorities have acted in a biased manner in awarding the punishment as stated hereinabove.

64. The petitioner states that being aggrieved by and dissatisfied with the actions of the respondent Authorities the petitioner by a letter dated 20th July, 2010 and addressed to the respondent No.2 through the petitioner's Advocate, Kookada & Associates

requested for reconsideration of the said order dated 12th August, 2009, which has not been reconsidered till date.

Photostat copy of the said letter dated 20th July, 2010 is annexed hereto and marked as Annexure "P13".

65. The petitioner states that by a further letter dated 14th September, 2010 the petitioner requested the respondent Authorities to withdraw the allegations against the petitioner and to release all commission amounts due to the petitioner within 15 days from the date of receipt of the said letter dated 14th September, 2010. Such demand for justice on behalf of the petitioner was duly received by the respondents and replied to by a letter dated 28th September, 2010 stating that such allegations against the petitioner would not be withdrawn and the request was not tenable as the same have already been settled by the said order dated 12th August, 2009 passed by the Chairman of LIC with regard to the petitioner's Memorial dated 29th June, 2009.

Photostat copies of such letters dated 14th September, 2010 and the reply thereto dated 28th September, 2010 are annexed hereto and collectively marked as Annexure "P14".

66. The petitioner states that the respondents have appropriated the premium for the Policy of Shri Das and after all formal scrutiny issued a Policy in the name of Shri Das. However as the claim has been made within the first year of the Policy the respondent authorities have wrongfully sought to penalize the petitioner in an attempt not to honour the said Policies. The petitioner states that the petitioner does not receive any benefit from such transaction and had no role to play in the same. The petitioner states that the respondent authorities by their action is trying to shift their negligence and latches on to the petitioner to prevent themselves from honouring the said Policy.

67. The petitioner states that the respondents have completely stopped the petitioner's source of livelihood by the respondent's illegal and wrongful action. The petitioner states that the total commission payable to the petitioner up to date would amount to Rs.70,00,000/- approximately which the respondent authorities have wrongfully withheld. The petitioner is entitled to also interest on the said amount at the Bank rate of 18%.

68. Thus being aggrieved by and/or dissatisfied with the action of the respondent authorities, the petitioner begs to prefer an appeal there from on amongst others the following –

G R O U N D S

- I. For that the respondents and each one of them have acted contrary to law.
- II. For that the respondents and each one of them have acted in an illegal, arbitrary, whimsical, biased and wrongful manner in imposing the punishment of suspending the petitioner from acting as an agent of LIC and also by preventing the petitioner from receiving future commission.
- III. For that the respondent authorities have acted contrary to the Life Insurance Corporation of India (Agents) Rules, 1972 in awarding the said punishment.
- IV. For that the respondents have failed to grant the petitioner an adequate opportunity to represent his case to substantiate his defence against the charges made out in the show cause notice.
- V. For that the respondent authorities have acted in a biased manner in awarding the punishment on the petitioner by not considering that the petitioner had an inexplicable record in his 19 years service as an agent of LIC.

- VI. For that punishment has been imposed on the petitioner on the basis of Charges that the petitioner was never allowed to address and/or defend.
- VII. For that the respondent's authorities have wrongly, illegally and with malafide intent shifted the responsibility of the Policy on the petitioner whereas the petitioner had no role to play in issuance of the policy;
- VIII. For that the respondent authorities failed to appreciate that the error had been made by the respondent no. 6 and 5 in issuing the Policy;
- IX. For that penalty could not have been imposed on the petitioner even before commencement of the disciplinary proceedings and even before issuance of the Show Cause.
- X. For that the respondent authorities failed to appreciate that it was the respondent no. 5 and 6 that failed in their duty in issuing the present policy under reference;
- XI. For that the respondent Authorities have failed to appreciate that the petitioner is not guilty of any latches

or negligence in procuring the business from Shri Prasenjit Das.

- XII. For that the respondents and each one of them have failed to appreciate that six proposals in questions had been scrutinized by LIC and the petitioner had completed all necessary formalities before being accepted as policy.
- XIII. For that the respondent authorities have failed to appreciate that the proposal had been accepted by the respondent Authorities in full and toto without any dispute being raised.
- XIV. For that the respondent authorities have failed to appreciate that it was not on the petitioner to accept the proposals but it is merely upon him to hand over the proposal to the respondent Authorities, who in turn make policies there from;
- XV. For that the respondent authorities erred in not appreciating that full and final premium for the policies had been accepted by the respondent Authorities;

XVI. For that the respondent authorities have failed to appreciate that no financial loss has been caused to the respondent Authorities due to the petitioner;

XVII. For that the respondent authorities have erred in imposing the punishment as stated hereinabove on the petitioner;

XVIII. For that the respondent authorities have acted in a malafide, arbitrary, capricious and biased manner in having imposed the punishment of termination of agency of the petitioner as also withholding of future benefit from the premium;

XIX. For that the respondent authorities failed to give adequate opportunities to the petitioner to represent himself before the respondent authorities.

XX. For that the Chairman of Life Insurance Corporation of India acted beyond the scope of the memorial in passing the order dated 12th August, 2009.

XXI. For that the Chairman of the respondent No. 1 went beyond the memorial as well as orders of the

disciplinary authority as well as appellate authority in passing the order dated 12th August, 2009.

XXII. For that the Chairman did not give the petitioner a hearing nor considered the facts in the proper perspective in passing the order dated 12th August, 2009 and wrongly proceeded on the basis that the petitioner had proposed insurance on the life of a dead person overlooking the fact that the proposal was made out when the deceased was alive and overlooking that the deceased as a proposed policy holder duly appeared for various medical examinations before various doctors and clinics which were recognized by the Life Insurance Corporation.

XXIII. For that the Chairman without any foundation came to the conclusion that medical reports were manipulated without considering the fact that there was no allegation against the medical reports either before the Disciplinary Authority or before the Appellate Authority.

XXIV. For that the Chairman wrongly came to the conclusion that the petitioner had defrauded the Corporation, which was not the finding either before the Disciplinary Authority or the Appellate Authority.

XXV. For that the Chairman did not provide an opportunity to the petitioner before dealing with such issues which were not before either the Disciplinary Authority or the Appellate Authority.

XXVI. For that the Chairman could not have reached the additional finding on charges which were not there either before the Disciplinary Authority or the Appellate Authority on the basis of materials on record.

XXVII. For that the petitioner is entitled to receive commission from his other policies which has wrongly been stopped by the respondent authorities.

69. It is submitted that under misconception and wrong advice, the petitioner has prayed for mercy from the respondents. It is submitted that since the entire proceedings are without jurisdiction and in breach of the principles of natural justice and since the same violates the fundamental rights of the petitioner, such mercy petition of the petitioner cannot debar the petitioner from challenging the actions of the respondents.

70. It is submitted that the memorial of the petitioner was rejected by the Chairman on 12th August, 2009. The period of limitation

prescribed for filing a suit praying for declaration is three years from 12th August, 2009. Though no period of limitation is fixed for filing a writ petition, but the period of limitation prescribed for filing a suit is considered to be reasonable period for filing a writ petition. Therefore, there has not been any undue delay on the part of the petitioner in filing the instant writ petition.

71. The petitioner has no other or alternative efficacious remedy and the reliefs as prayed for herein will afford complete remedy to the petitioner.
72. The petitioner has repeatedly demanded justice from the respondents which has however, been denied to the petitioner. As such, any further demand for justice is likely to result in mere idle and empty formality.
73. The petitioner has not filed any other writ application against the respondents or any of them on the self-same cause of action either under Article 226 or under Article 32 of the Constitution of India before this Hon'ble Court or any other High Court or before the Hon'ble Supreme Court of India.
74. The petitioner states that until and unless an order is passed as prayed for herein, the petitioner will suffer prejudice, justice, substantial loss and/or irreparable injury.

75. The petitioner states that all the records related to the instant case are lying with the Appellate Side Jurisdiction of this Hon'ble Court and as such this Hon'ble Court has jurisdiction to entertain and try this application in its Appellate Site.

76. The petitioner states that this application is made bonafide and for the ends of justice and the petitioner is not in guilty.

The petitioner therefore, humbly prays
before Your Lordships for -

(a) A writ of and/or in the nature of Mandamus do issue directing the respondent authorities to forthwith cancel and/or set aside and/or rescind and/or withdraw the purported show cause notice dated 20th June, 2006, the purported final order of punishment dated 10th March, 2007, the purported order of the appellate authority dated 11th October, 2007 and the purported order of the Chairman on the memorial dated 12th August, 2009

and all proceedings in connection therewith.

- (b) A writ of and/or in the nature of Mandamus do issue directing the respondent authorities to act according to law and to forbear from giving any effect to and/or further effect to and to take any steps and/or further steps on the basis of the purported show cause notice dated 20th June, 2006, the purported final order of punishment dated 10th March, 2007, the purported order of the appellate authority dated 11th October, 2007 and the purported order of the Chairman on the memorial dated 12th August, 2009 and all proceedings in connection therewith.

- (c) A writ of and/or in the nature of Mandamus do issue directing the respondent authorities to forthwith renew the licence No.029761906 of

the petitioner which was valid upto 14th October, 2008 and permit the petitioner to act as the Agent of Life Insurance Corporation of India.

- (d) A writ of and/or in the nature of Mandamus do issue directing the respondent authorities to release the commission payable to the petitioner on the renewal premiums in respect of the policies procured by the petitioner, more particularly stated in paragraph 67 with interest @ 18% per annum.
- (e) A writ of and/or in the nature of Certiorari do issue commanding the respondents to transmit the entire records of the case to this Hon'ble Court forming the basis of the purported show cause notice dated 20th June, 2006, the purported final order of punishment dated 10th March, 2007, the purported order of the appellate authority dated 11th

October, 2007 and the purported order of the Chairman on the memorial dated 12th August, 2009 and all proceedings relating thereto and/or thereunder and on being so certified quash the same so that conscionable justice may be rendered.

- (f) Rule Nisi in terms of prayers (a), (b), (c), (d) and (e) above.

- (g) An order of injunction be passed directing the respondents to forbear from giving any effect to and/or further effect to and to take any steps and/or further steps on the basis of the show cause notice dated 20th June, 2006, the purported final order of punishment dated 10th March, 2007, the purported order of the appellate authority dated 11th October, 2007 and the purported order of the Chairman on the memorial dated 12th August, 2009

and all proceedings relating thereto and/or thereunder till the disposal of this application.

(h) An order of stay do Issue staying operation of the show cause notice dated 20th June, 2006, the purported final order of punishment dated 10th March, 2007, the purported order of the appellate authority dated 11th October, 2007 and the purported order of the Chairman on the memorial dated 12th August, 2009 and all proceedings relating thereto and/or thereunder till the disposal of this application.

(i) An order do issue directing the respondents to forthwith renew the licence No.029761906 of the petitioner which was valid upto 14th October, 2008 and permit the petitioner to act as the Agent of Life Insurance Corporation of India.

- (j) An order do Issue directing the respondents to release the commission payable to the petitioner on the renewal premiums in respect of the policies procured by the petitioner, more particularly stated in paragraph 67 with interest @ 18% per annum.
- (k) Ad-interim order in terms of prayers (g), (h), (l) and (j) above.
- (l) Such further or other order or orders be made and/or direction or directions be given as to this Hon'ble Court may deem fit and proper.

And your petitioner as in duty bound shall ever pray.

A F F I D A V I T

I, Vijay Agarwal, son of Hari Ram Agarwal, aged about 49 years, by religion Hindu, by occupation business residing at Flat No.4-D, North, Divine Bliss, 2/3, Judges Court Road, Kolkata-700027 do hereby solemnly affirm and say as follows :

1. I am the petitioner above-named and am well acquainted with the facts and circumstances of the case out of which the present application arises.
2. That the statements contained in paragraphs 1 to ^{31, 34, 35} 6 are true to my knowledge and the rest are my humble submissions before this Hon'ble Court.

Prepared in my office.

Sumita Ghosh
Advocate.

The deponent is known to me.

Clerk to :

Advocate.

Solemnly affirmed before me on

this 21st day of June, 2012.

Commissioner.

प्रत्येक बी वि प्रा-अधिकर्ता- व ख (विनियम 3 देखें) FORM IRDA-AGENT-VB(SEE REGULATION 3)



**बीमा विनियामक और विकास प्राधिकरण (बीमा अधिकर्ता अनुज्ञापन) विनियम, 2000
INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY (LICENSING OF INSURANCE AGENTS)
REGULATIONS, 2000.**

बीमा विनियामक और विकास प्राधिकरण, हैदराबाद **INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY, HYDERABAD**

अनुज्ञापन सं० **LICENCE NO: 761906**

बीमा अधिनियम, 1938 (1938 का 4) के भाग 2 के अधीन बीमा अधिकर्ता के रूप में कार्य करने के लिए अनुज्ञापन
LICENCE TO ACT AS AN INSURANCE AGENT UNDER PART II OF THE INSURANCE ACT, 1938 (IV OF 1938)

बीमा अधिकर्ता का नाम: **VIJAY AGARWAL**
NAME OF INSURANCE AGENT:
पता : **7, HARI SAVA STREET**
ADDRESS: **KOLKATA
KOLKATA
WEST BENGAL -700023**

यह अनुज्ञापन तब तक वैध रहेगा जब तक बीमा विनियामक और विकास प्राधिकरण के अध्यक्ष के हस्ताक्षर की अनुज्ञापन प्रतिलिपि प्राप्त की जाएगी और इस अनुज्ञापन के लिए प्रदत्त शुल्क का प्रमाण प्रस्तुत किया जायेगा।
Having paid the prescribed fee and having made the necessary declaration is hereby authorized to act as an insurance agent for three years from 15/10/2005 for procuring or soliciting insurance business of both Life Insurance & General Insurance.

स्थान Place: Hyderabad
दिनांक Date: 23/8/2005

कृते बीमा विनियामक और विकास प्राधिकरण
for Insurance Regulatory and Development Authority

(Signature)

अध्यक्ष Chairperson

अभिहित व्यक्ति Designated Person


अनुज्ञापिधारक के हस्ताक्षर Signature of Licence Holder

यह अनुज्ञापन तब तक वैध रहेगा जब तक बीमा विनियामक और विकास प्राधिकरण के अध्यक्ष के हस्ताक्षर की अनुज्ञापन प्रतिलिपि प्राप्त की जाएगी और इस अनुज्ञापन के लिए प्रदत्त शुल्क का प्रमाण प्रस्तुत किया जायेगा।
This licence is not valid unless it bears a facsimile of the signatures of the Chairperson of the Insurance Regulatory and Development Authority, the signature of the licence holder and the Identity card(s) of the designated person as soon as licence is received.

टिप्पण Notes

- यदि इस अनुज्ञापन को अतिरिक्त अवधि के लिए मंजूर करने की आवश्यकता है तो बीमा विनियामक और विकास प्राधिकरण (बीमा अधिकर्ता अनुज्ञापन) विनियम, 2000 के विनियम 3 में उल्लिखित प्रक्रिया का पालन करना होगा और अधिनियम के लिए आवश्यक अनुज्ञापन की शर्तों के तहत आवश्यक दस्तावेजों को प्रस्तुत किया जाएगा। इस संबंध में आदेश प्राप्त होने पर ही इस अनुज्ञापन को अतिरिक्त अवधि के लिए मंजूर किया जाएगा।
- If it is desired to renew this licence for a further period the procedure laid down in Regulation 3 of INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY (LICENSING OF INSURANCE AGENTS) REGULATIONS, 2000, shall be followed, and application for renewal should reach the Designated Person before the licence expires. In this connection attention is also invited to the provisions of sub-sections (3) and (3A) of section 42 of the Insurance Act, 1938.
- यह अनुज्ञापन तब तक वैध रहेगा जब तक बीमा विनियामक और विकास प्राधिकरण के अध्यक्ष या उसके द्वारा इस विषय में प्राधिकृत व्यक्ति के हस्ताक्षर प्राप्त हों।
No correction in this licence will be valid unless initialed by the Insurance Regulatory and Development Authority or a person authorised by him in this behalf.
- अनुज्ञापिधारक का ध्यान बीमा विनियामक और विकास प्राधिकरण (बीमा अधिकर्ता अनुज्ञापन) विनियम, 2000 के विनियम 8 के अधीन विनियमित आचार संहिता की ओर आकर्षित किया जाता है, और आचार संहिता के किसी उल्लंघन का परिणाम अनुज्ञापन का रद्द करना होगा।
The attention of the licence holder is drawn to the code of conduct specified under Regulation 8 of INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY (LICENSING OF INSURANCE AGENTS) REGULATIONS, 2000, and any violation of code of conduct may result in cancellation of licence.

AGENCY CODE No. 7633.111 Branch Office Salt Lake

	लाइसेंस नं. License No	029 761906
	एजेंट का नाम Name of the Agent	VJAY AGARWAL
	एजेंट के पति का नाम Name of Agent's/Husband's Name	HARI RAM AGARWAL
	एजेंट के बीमाकर्ता का नाम Name of the Insurer from whom the agent is authorized	LIFE INSURANCE CORPORATION OF INDIA

एजेंट का नाम और टेलीफोन नंबर (यदि इस पत्रिका पर उल्लेख किया गया है)
Agent's Name and Telephone Number (if mentioned on this card)

The holder of this card is authorized to sell our insurance products, as per our terms and conditions.

जारी की गई तिथि
Issued on: 23/8/2005

वैधता की तिथि तक
Valid upto: 14/10/2008

जन्म तिथि
Born on: 23/5/1963

बीमाकर्ता का नाम (सूचना के लिए)
Name of Insurer (with Seal)

कृपया पृष्ठ पार्श्व पर देखें
 (Please see on the reverse)

बीमाकर्ता का पता और टेलीफोन नंबर (यदि इस पत्रिका पर उल्लेख किया गया है)
Address and telephone numbers of the Insurer (if mentioned on this card)

Contacted by any one in connection with the holder of this card.

A. Dasgupta
Marketing Manager
Deputy General Manager
DD-5, Sector-1, Salt Lake City
Kolkata-64

पता	ADDRESS	:
शहर	CITY	:
जिला	DISTRICT	:
राज्य	STATE	:

एजेंट का पता और टेलीफोन नंबर
Address and telephone numbers of the Agent:

मकान सं.	HOUSE NO	:	7
गली	STREET	:	HARI SAVA STREET
शहर	TOWN	:	KOLKATA
राज्य	STATE	:	WEST BENGAL -700023
दूरभाष	PHONE	:	033-4497370

P2 51

BA

CHAIRMAN CLUB MEMBER	CENTRAL OFFICE	FROM 1992 TO 2007	
M. D.R.T. (USA)	CENTRAL OFFICE	FROM 1997 TO 2007	
EASTERN ZONAL ROUND TABLE	ZONAL OFFICE	2002-2003	
NEW YEARS HONOUR N.B COMPETITION	DIVISIONAL OFFICE	2003-2004	
MDRT & MULTICROREPATI MEET	DIVISIONAL OFFICE	2003-2004	
ZONAL LEVEL CONVENTION	ZONAL OFFICE	1993-1994	
ALL INDIA ACE AGENTS MEET	CENTRAL OFFICE	1998-1999	
CROREPATI AGENTS MEET	DIVISIONAL OFFICE	1997-1998	
TOP PERFORMANCE AGENTS CONVENTION	DIVISIONAL OFFICE	1994-1995	
ALL INDIA ACE AGENTS MEET	CENTRAL OFFICE	1994-1995	
CROREPATI AGENTS MEET	DIVISIONAL OFFICE	1999-2000	
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE		06/09/1995
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE	27/05/1996	
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE		05/12/1997
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE		05/01/1998
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE	15/05/1999	
ALL INDIA ACE AGENTS MEET	CENTRAL OFFICE	1993-1994	
ALL INDIA ACE AGENTS MEET	CENTRAL OFFICE	1995-1996	
BLUEPRINT FOR SUCCESS	CENTRAL OFFICE	5TH TO 7TH MAY 2002	
ALL INDIA ACE AGENTS MEET	CENTRAL OFFICE	2001-2002	
ALL INDIA ACE AGENTS MEET	CENTRAL OFFICE	1994-1995	
CERTIFICATE OF MERIT	DIVISIONAL OFFICE		2002
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE	19/11/2002	
KUDOS TO FORERUNNERS	DIVISIONAL OFFICE		1993
HEARTY CONGRATULATION	DIVISIONAL OFFICE		1998
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE	21/02/2004	
EASTERN ZONAL ROUND TABLE	ZONAL OFFICE	2003-2004	
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE		06/12/2003
FELICITATION MDRT QUALIFIERS	CENTRAL OFFICE		07/07/2002
LETTER OF APPRIATION	ZONAL OFFICE	24/12/2001	
LETTER OF APPRIATION	BRANCH OFFICE	17/01/2002	
LETTER OF APPRIATION	DIVISIONAL OFFICE		06/01/2001
LETTER OF APPRIATION	DIVISIONAL OFFICE	23/04/2004	
THE PROFILE OF A MEGA SALESMAN	ZONAL OFFICE	23/04/2004	
75 LACS DHAMAKA	BRANCH OFFICE	20/08/2001	
THE MASTERS OF MASTERS	BRANCH OFFICE		08/04/2001
ONE CRORE DHAMAKA	BRANCH OFFICE	25/06/2001	
THE INVINCIBLE EPIC HERO	BRANCH OFFICE	29/05/2001	
OUR PRIDE MR VIJAY AGARWAL	BRANCH OFFICE	21/06/2001	
HAMARA GARV VIJAY AGARWAL	DIVISIONAL OFFICE	2001-2002	
MEGA PERFORMANCE BY MEGA STAR	DIVISIONAL OFFICE	2002-2003	
A MASTER PIECE OF PERFORMANCE	DIVISIONAL OFFICE	2001-2002	
TOPPER OF THE DIVISION ALL COUNTS	DIVISIONAL OFFICE	2003-2004	
TOPPER OF THE DIVISION ALL COUNTS	DIVISIONAL OFFICE	2003-2004	
TOPPER OF THE DIVISION ALL COUNTS	DIVISIONAL OFFICE	2004-2005	
TOPPER OF THE DIVISION ALL COUNTS	DIVISIONAL OFFICE	2005-2006	
TOPPER OF THE DIVISION ALL COUNTS	DIVISIONAL OFFICE	2006-2007	

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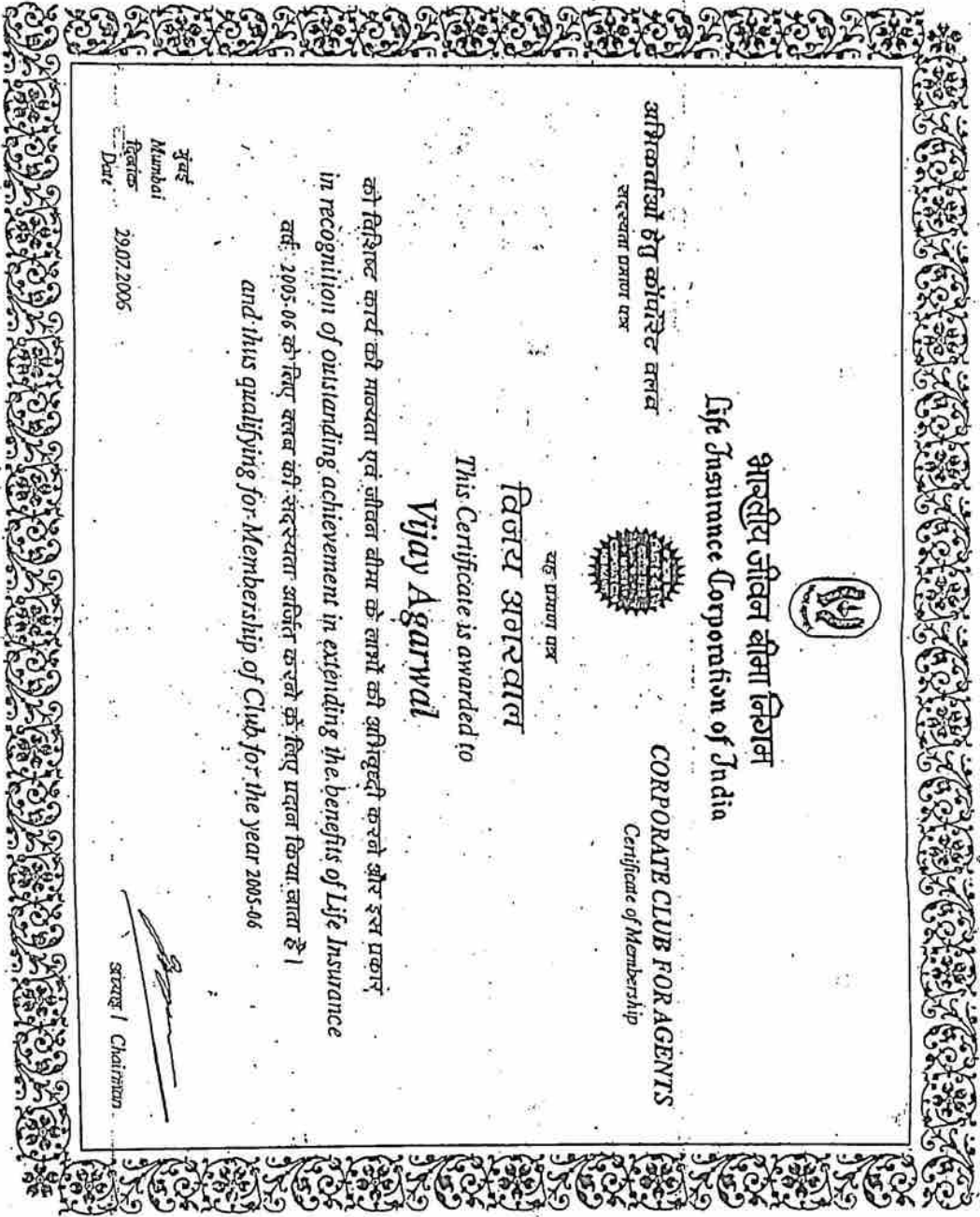
CORPORATE CLUB MEMBER
CORPORATE CLUB MEMBER
INVITATION LETTER TO GIVE LECTURE AT
INVITATION LETTER TO GIVE LECTURE AT

CORPORATE OFFICE 2004-2005
CORPORATE OFFICE 2005-2006
ZONAL OFFICE
ZONAL OFFICE

Aug-99
Nov-99

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ENC-1



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India



CORPORATE CLUB FOR AGENTS
Certificate of Membership

अभिकर्ता हेतु कोर्पोरेट क्लब
सदस्यता प्रमाण पत्र

यह प्रमाण पत्र

विजय आगरवाल

This Certificate is awarded to

Vijay Agarwal

को विशिष्ट कार्य की माध्यता एवं जीवन बीमा के लाभों की अभिवृद्धि करने और इस प्रकार
in recognition of outstanding achievement in extending the benefits of Life Insurance
वर्ष 2005-06 को लिए क्लब की सदस्यता अर्जित करने को लिए प्रदान किया जाता है।
and thus qualifying for Membership of Club for the year 2005-06

मुंबई
Mumbai
दिनांक
Date
29.07.2006

सचिव / Chairman

2/2



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India



CORPORATE CLUB FOR AGENTS
Certificate of Membership

अधिकारी हेतु कॉर्पोरेट क्लब
सदस्यता प्रमाण पत्र

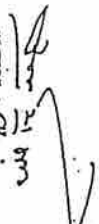
वर्ग प्रमाण पत्र
दिनांक अंतरदाता

This Certificate is awarded to

Winyay Agarwal

को विशिष्ट कार्य की भावना एवं जीवन बीमा के लाभों की अभिवृद्धि करने और इस प्रकार
in recognition of outstanding achievement in extending the benefits of Life Insurance
वर्ष 2004-05 के लिए क्लब की सदस्यता अर्जित करने के लिए प्रदान किया जाता है।
and thus qualifying for Membership of Club for the year 2004-05

मुंबई
Mumbai
दिनांक 31.08.2005
Date


SECRETARY / Chairperson

54



SS

CCM-10

केन्द्रीय प्रशिक्षण केन्द्र
हिन्दुस्तान बिल्डिंग्स (एन्नेक्स), 5वां मंज
4, चित्तारंजन एवेन्यू, कलकत्ता-700 072
फोन : 27-7800, 27-8956, 28-3431
ग्राम : बीमाप्रदेश

भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

Zonal Training Centre
Hindusthan Buildings (Annexo)
(5th Floor)
4, Chittaranjan Avenue
Calcutta-700 072
Phone : 27-7800, 27-8956, 28-3431
Gram : BIMAPRADESH

Ref : EZTC/P

10th August, 1999

Sri Vijay Agarwala,
MDRT Qualifier,
LIC of India,
Salt Lake Branch,
CF-163, Salt Lake City,
Sector - 1,
Calcutta - 700 064.

Minc

Dear Sir,

Re: Invitation for giving lecture.

We are holding a Session [No.1081] for Target Group: CM's/ZM's Club Member Agents from 16.08.99 to 19.08.99 at ZTC Lecture Hall No. 1, Hindusthan Building [Annex], 5th Floor, 4 Chittaranjan Avenue, Calcutta - 700 072.

We request you to kindly deliver a lecture on the following subject and interact with the participants on the following date:

Date : 17.08.99
Day : Tuesday
Time : 02.30 to 03.30PM
Subject : Marketing Analysis
Session with a Role Model

We also request you to take lunch with us at 1.30PM on that day.

Yours faithfully,
[Signature]
Principal (EZTC)



SS

CCP-10

देशीय प्रशिक्षण केंद्र

हिन्दुस्तान बिल्डिंग्स (एनेक्स), 5वां तल

4, चित्तारंजन एवेन्यू, कलकत्ता-700 072

फोन : 27-7500, 27-8355, 28-3431

ग्राम : बीमाप्रदेश

भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

Zonal Training Centre
Hindusthan Buildings (Annexe)
(5th Floor)

4, Chittaranjan Avenue
Calcutta-700 072
Phone: 27-7500, 27-8355, 28-3431
Gram: BIMAPRADESH

Ref : EZTC/P

10th August, 1999

Sri Vijay Agarwala,
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LIC of India,
Salt Lake Branch,
CF-163, Salt Lake City,
Sector - 1,
Calcutta - 700 064.

Mme

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Time : 02.30 to 03.30PM
Subject : Marketing Analysis
Session with a Role Model

We also request you to take lunch with us at 1.30PM on that day.

Yours faithfully,

[Signature]
Principal (EZTC)

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लाइफ इन्सुरन्स कॉर्पोरेशन ऑफ इंडिया
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कोला उपनगर मण्डल कार्यालय, रोटी-5, सेक्टर-1, सॉल्टलेक सिटी, कोलकाता-700 064
Kolkata Suburban Divisional Office, Jeevan Prabha, DO-5 Sec-1, Salt Lake City, Kolkata-700 064

Sri P.B. Roy,
Sr. Divisional Manager.

Dear Sri Agarwal,

12th May, 2004.

Please accept my heartiest congratulations for occupying No.25th Position on N.O.P., No.14th Position on S.A. as on 31.3.2004 in Eastern Zone. Please keep it up. I expect many more laurels from you in the current financial year. A copy of the merit list of top 25 Agents as on 31.3.2004 of Eastern Zonal Office is enclosed herewith for your information.

With best wishes,

With kind regards,


Yours sincerely,


(P. B. Roy)


Sri Vijay Agarwal,
Agent,
LIC, Salt Lake Branch.

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Life Insurance Corporation of India
CALCUTTA SUBURBAN DIVISION



*Heartily
Congratulates*



Sri. Vijay Agarwal
The Torch Bearer

59

Sri Vijay Agarwal, B. Com (H), Chairman's Club Member Since M.Y. 1994-95 has once again added a new and the most colourful feather in his cap by introducing business of more than 1 Crore with deposit of more than Rupees Six Lacs on today. Sri Agarwal has already Completed business of SA 1.51 Crs With Rs 8.97511.00 as FPI Day 27th Feb '98.

Born on 23rd May, 1963 in a family of Life Insurance Profession. He join LIC of India Salt Lake Branch office as Agent in 1987. He relinquished the position of a sales executive of "NESTLE" in search of a full time professional career in Life Insurance Marketing. He has qualified himself as a participant of MDRT of the year 1998 for the forth time in succession. He qualified himself as an All India Ace Agent on three previous occasions and for the year 97-98. He has also qualify as a Super-Star Agent in both count. For his performance in March '98. Calcutta Suburban division wishes him to be the MVP (Most Valuable Player) and the "Man of the year" for the year 97-98.

Dated-23-03-98

A. K. Bose
Sr. Divisional Manager

60

 Life Insurance Corporation of India

KOTTAYAM DIVISION

All India Convention for MDRT Qualifiers 2003
[FYC Period 01-04-2002 To 31-10-2002]

CERTIFICATE OF PARTICIPATION

*This is to certify that Sri/Smt AGARWAL V, AGENT
of Branch SALT LAKE under KSDO Division in
EASTERN Zone has participated in the above convention
held at Kumarakom, Kottayam on 19-11-2002*



PLACE : KOTTAYAM

DATE : 19-11-2002



Sr. Divisional Manager

के. महातो
A. K. Mahato
Marketing Manager

61



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
कोलकाता उपनगरीय परिसर कार्यालय
Kolkata Suburban Divisional Office
"जीवन मंत्र", "Jeevan Prabha"
बी.पी.ओ. सेक्टर-1, डी.डी-5, सेक्टर-1
सॉल्टलेक सिटी, कोलकाता-700 084
Salt Lake City, Kolkata-700 084
दूरभाष Phone : 321-2088, हेल्प : 350-4374
फैक्स Fax : (033) 337-0609
ई-मेल E-Mail : liccdo@cal.vsnl.net.in

Apr. 23, 04

Sri Vijay Agarwal,
Agent, Chairman's Club Member,
LIC of India,
Salt Lake Branch
Kolkata : 700 084

Dear Sir,

Re : Your Performance for the year 2003 - 2004

At the outset I congratulate you for your brilliant performance during the year 2003-04. The Ranking List is enclosed. Your Composite performance in Absolute Terms is as follows :

		RANK	
NOP	504	1ST	
S. A.	10,34,82,887	1ST	
FPI	38,18,380	2ND 1ST (Excluding Corporate Agents)	

We are yet to receive Zonal Merit List and I believe you must get a berth in the same. For a successful person, some people say - "SKY IS THE LIMIT". But to me, for people like you - "SKY IS JUST A BEGINNING".

While wishing you every success in your future life, I expect many more laurels to come.

Yours faithfully,

Marketing Manager

Encl : u.a.

एस. सी. साहु
वरिष्ठ मंडल प्रबन्धक
S. C. Sahu
Sr. Divisional Manager



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
कोलकाता उपनगरीय मण्डल कार्यालय
Kolkata, Suburban Divisional Office
"जीवन प्रभा", "Jeevan Prabha"
डी.डी.-5, सेक्टर-1, डी.डी-5, सेक्टर-1
सॉल्टलेक सिटी, कोलकाता - 700 064
Salt Lake City, Kolkata - 700 064
दूरभाष Phone : 2337-0652/0232
फैक्स Fax : (033) 2337-0600
ई-मेल E-Mail : liccedo@cal.venl.ni.in

APRIL 27, 2004

Dear Sri Agarwal,

I convey my heartiest congratulations to you for bringing laurels to yourself and to our Division having stood **number ONE in all the 3 Counts of NOP, S.A. & F.P.I.**

You have achieved a rare feat. You have also added a feather in your cap of qualifying yourself as MDRT within only 3 months of MDRT Year.

I have seen you very closely; you are endowed with knowledge, intelligence, zeal & vigour and with all capabilities to make things happen to the best advantage of yours.

Frankly speaking, giving heart and soul backed by strong determination to scale new heights, you are one among the valued Agents of this Organisation who is able to do it.

Really, we are proud of you.

I pray Almighty to give you courage and strength to bring name and fame to this Division by ranking 1st in the Eastern Zone and in the country.

What seems to be impossible, becomes possible after some time, provided you desire sincerely.

I always believe in the saying "**GOD HELPS THOSE WHO HELP THEMSELVES**"

While wishing you all the best to your endeavour, I assure my sincere support at all times.

With regards,

Yours sincerely,

[S C Sahu]

SRI VIJAY AGARWAL,
AGENT, M.D.R.T.,
CHAIRMAN'S CLUB MEMBER,
LIC OF INDIA, SALT LAKE BRANCH,
SECTOR 1,
KOLKATA: 700 064.



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

63

कलकत्ता उपनगर मण्डल कार्यालय, बीडी-3, सेक्टर-1, सहायक टोपी, कलकत्ता-64
Calcutta Suburban Divisional Office, Jeevan Prabha, DD-3, Sec-1, Salt Lake City, Cal-64

Ref: KSDO/Mktg/MM

June 1, 2001

Sri Vijay Agarwal,
Agent,
LIC of India,
Salt Lake Branch,
Kolkata : 700 064

Dear Sir,


Re : Splendid performance on 29th May, 2001.

Please accept my heartiest congratulations for your brilliant performance which has been displayed in the enclosed "FLASH" specially printed to commemorate your success.

I wish this is only the beginning and eager to witness many more laurels in near future.

While wishing your every success in your endeavour, we assure our best co-operation at all times.

Yours faithfully,


Marketing Manager



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

64

FLASH ! FLASH ! FLASH!
ONCE AGAIN! ONE CRORE
DHAMAKA!

ONCE AGAIN THE MEGASTAR OF SALT LAKE
BRANCH, SRI VIJAY AGARWAL (97633411)
HAS BROKEN HIS OWN RECORD OF ONE CRORE
(15.02.2001) BY PROCURING NB (15.03.2001) AS
FOLLOWS:


<u>PROPOSALS</u>	<u>SA PROPOSED</u>	<u>DEPOSITS (BOC)</u>
09	1,01,00,000	3,04,318.

THE BREAKTHROUGH PERFORMANCE
SUPERCEDES ALL HIS EARLIER RECORDS.

HEARTIEST CONGRATS TO SRI VIJAY
AGARWAL FOR HIS MONUMENTAL
SUCCESS.

DTD. 15.03.2001

BR. MANAGER


SALT LAKE
DIPAL DEY
Branch Manager
L. I. C. I, Salt Lake Br.
CF-333, Salt Lake
Calcutta-84, Ph: 337-8007

ए.सी. साहू
रि.ए. मंडल प्रबन्धक
S. C. Sahu
Dr. Divisional Manager



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
कोलकाता उपनगरीय मंडल कार्यालय
Kolkata Suburban Divisional Office
"जीवन प्रभा", "Jeevan Prabha"
सी-डी-6, सेक्टर-1, डी-5, सेक्टर-1
सॉल्टलेक सिटी, कोलकाता - 700 064
Salt Lake City, Kolkata - 700 064
दूरभाष Phone : 2337-0852/0232
फैक्स Fax : (033) 2337-0000
ई-मेल E-Mail : licad01@ul.verified.net.in

APRIL 27, 2004

Dear Sri Agarwal,

I convey my heartiest congratulations to you for bringing laurels to yourself and to our Division having stood number **ONE** in all the **3** Counts of **NOP, S.A. & F.P.I.**

You have achieved a rare feat. You have also added a feather in your cap of qualifying yourself as MDRT within only 3 months of MDRT Year.

I have seen you very closely; you are endowed with knowledge, intelligence, zeal & vigour and with all capabilities to make things happen to the best advantage of yours.

Frankly speaking, giving heart and soul backed by strong determination to scale new heights; you are one among the valued Agents of this Organisation who is able to do it.

Really, we are proud of you.

I pray Almighty to give you courage and strength to bring name and fame to this Division by ranking 1st in the Eastern Zone and in the country.

What seems to be impossible, becomes possible after some time, provided you desire sincerely.

I always believe in the saying "GOD HELPS THOSE WHO HELP THEMSELVES"

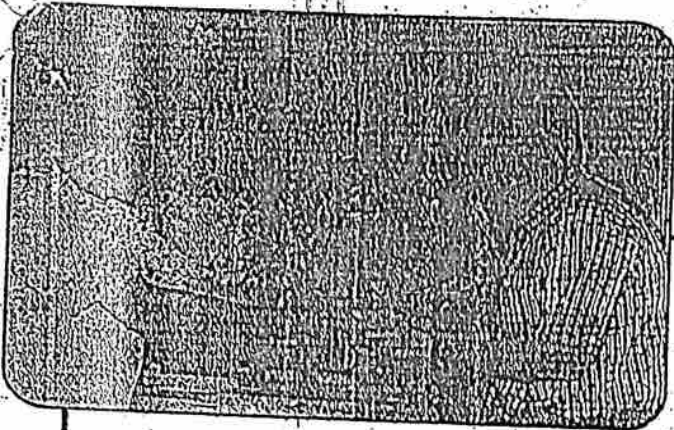
While wishing you all the best to your endeavour, I assure my sincere support at all times.

With regards,

Yours sincerely,

[S C Sahu]

SRI. JAY AGARWAL,
AGENT, MDRT,
CHAIRMAN'S CLUB MEMBER,
LIC OF INDIA, SALT LAKE BRANCH,
SECTOR 1,
KOLKATA: 700 064.



66



Hats off to Shri Vijay Agarwal, Member, Chairman's Club for Agents, Salt Lake Branch for his unprecedented achievement of New Business in the year 2000-2001, by which he topped the Division in both SA and FPI counts. His score excluding Blma Nivesh and Single Premium came as under :

SA=7.10 Crore, FPI=28.03 Lac.

I sincerely congratulate Shri Agarwal for his unputdownable performance in the year 2000-2001 and believe that he will definitely cross many more milestones in his journey towards excellence in 2001-2002. My special congratulations to his betterhalf Smt. Suma Agarwal for her sacrifice and active co-operation for fulfilment of Sri. Agarwal's dream.

I also congratulate all the employees and officers of the Branch for their contribution towards realisation of Shri. Agarwal's dream.

With best wishes,

Date : 18.4.2001

M. S. Kundu
Sr. Divisional Manager



LIFE INSURANCE CORPORATION OF INDIA
KOLKATA SUBURBAN DIVISION



67

भारतीय जीवन बीमा निगम
कलकत्ता सुचार्वत डिभिजन

हमारा गर्व



श्री विजय अग्रवाल
सांख्यिक शाखा

श्री विजय अग्रवाल, सदस्य, अध्यक्ष क्लब को नव-व्यवसाय 2000-2001 में अपूर्व उपलब्धि के लिए हार्दिक बधाई। वे इस सण्डल में बीमा राशि तथा प्रथम प्रीमियम आय दोनों में सर्वोच्च स्थान पर रहे। बीमा निवेश और एकक प्रीमियम को जोड़कर उनका स्कोर इस प्रकार रहा :

बीमा राशि	: 7.10 करोड़
प्रथम प्रीमियम आय	: 28.03 लाख

श्री अग्रवाल के वर्ष 2000-2001 की उपलब्धि को किसी तरह दबाया नहीं जा सकता है। उन्हें मैं सच्चे दिल से बधाई देता हूँ और मैं उम्मीद करता हूँ की वे 2000-2001 में भी अपनी श्रेष्ठता की यात्रा के दौरान कई मील के पत्थरों को ये पीले छोड़ेंगे।

मे विशेष रूप से उनकी अध्यागिनी श्रीमति सुनिता अग्रवाल को बधाई देता हूँ क्योंकि उनकी त्याग और कर्मठ सहयोग ने ही श्री अग्रवाल के सपनों को तानार किया है।

श्री अग्रवाल के स्वप्न सिद्धि में अंशदान देने के लिए सांख्यिक शाखा के सभी कर्मचारियों को भी मैं बधाई देता हूँ।


शुभकामनाओं सहित,

18 अप्रैल, 2001


एम. एस. कुण्ड
वरि. सण्डल प्रबन्धक

66

Life Insurance Corporation of India
CALCUTTA SUBURBAN DIVISION



*Heartily
Congratulates*



Sri Vijay Agarwal
The Torch Bearer

69

Sri Vijay Agarwal, B. Com (H), Chairman's Club Member Since M.Y 1994-95 has once again added a new and the most colourful feather in his cap by introducing business of more than 1 Crore with deposit of more than Rupees Six Lacs on today. Sri Agarwal has already completed business of SA 1.51 Crs With Rs 8,97511.00 as FPI Day 27th Feb '98

Born on 23rd May, 1963 in a family of Life Insurance Profession, he join LIC of India Salt Lake Branch office as Agent in 1987. He relinquished the position of a sales executive of "NESTLE" in search of a full time professional career in Life Insurance Marketing. He has qualified himself as a participant of MDRT of the year 1998 for the forth time in succession. He qualified himself as an All India Ace Agent on three previous occasions and for the year 97-98. He has also qualify as a Super-Star Agent in both count. For his performance in March '98, Calcutta Suburban division wishes him to be the MVP (Most Valuable Player) and the "Man of the year" for the year 97-98.

Dated-23-03-98.

A. K. Bose
Sr. Divisional Manager

आर. के. मिश्र
क्षेत्रीय प्रबन्धक
R. K. MISRA
ZONAL MANAGER



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
पूर्व क्षेत्रीय कार्यालय
हिन्दुस्तान भिन्डिंग्स,
4, विमलेश एवेन्यू, कोलकाता-700 072
Eastern Zonal Office
Hindustan Buildings,
4, Chittaranjan Avenue, Kolkata-700 072
दूरभाष / Tel.: 225-2659
फैक्स / Fax: 225-1700
ई-मेल / E-Mail: liccol1@licol1.vsnl.net.in

December 24, 2001.

My dear Agarwal,

Kindly accept my compliments on your 1st position in 'Sum Assured and 5th position in F.P.I amongst the top 15 Agents in the Zone.

Next 4 months are crucial and with a little more planning and a deep perspective for future, you may also expand your customer-base and thereby secure your position on other-count also.

My best wishes to you and your family for a happy and prosperous New Year.

Yours sincerely,

(R. K. MISRA.)

Shri V. Agarwal,
Agent,
L.I.C of India,
Salt Lake Branch Office,
CR-335, Salt Lake City,
Kolkata - 700 064.

ए. क. महातो
विपणन प्रबन्धक
A. K. Mahato
Marketing Manager



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
कोलकाता उपनगरीय मंडल कार्यालय
Kolkata Suburban Divisional Office
"जीवन प्रभा", "Jeevan Prabha"
डी.डी.-६, सेक्टर-१, डी.डी. सेक्टर-१
सिल्लिक सिटी, कोलकाता - ७०० ०६४
Salt Lake City, Kolkata - 700 064
दूरभाष Phone : 331-2088, 331-880-4374
फैक्स Fax : (033) 337-0600
E-Mail : liccsdo@cal.vent.net.in

Apr. 23, 04

Sri Vijay Agarwal,
Agent, Chairman's Club Member,
LIC of India,
Salt Lake Branch,
Kolkata : 700 064.

Dear Sir,

Re : Your Performance for the year 2003 - 2004


At the outset I congratulate you for your brilliant performance during the year 2003-04. The Ranking List is enclosed. Your Composite performance in Absolute Terms is as follows :

		RANK	
N O P	504	1 ST	
S. A.	10,34,82,887	1 ST	
F P I	38,18,380	2 ND 1 ST	
		(Excluding Corporate Agents)	

We are yet to receive Zonal Merit List and I believe you must get a berth in the same. For a successful person, some people say - "SKY IS THE LIMIT". But to me, for people like you - "SKY IS JUST A BEGINNING".

While wishing you every success in your future life, I expect many more laurels to come.

Yours faithfully,


Marketing Manager

Encl^o a.a.

ए. सी. साहू
व्यक्तिगत प्रबंधक
Sahu
Sr. Divisional Manager



32
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
कोलकाता उपनगरीय पण्डस कार्यालय
Kolkata Suburban Divisional Office
"जीवन-प्रभा", "Jeewan Prabha"
डी.डी.-5, सेक्टर-1, डी.डी-5, Sector - 1
सॉल्टलेक सिटी, कोलकाता - 700 064
Salt Lake City, Kolkata - 700 064
दूरभाष Phone : 2337-0652/0232
फैक्स Fax : (033) 2337-0609
ई-मेल E-Mail : licccdo@cal.vesni.net.in

APRIL 27, 2004

Dear Sri Agarwal,

I convey my heartiest congratulations to you for achieving 1st Position amongst 19000 Agents of our Division.

After opening up of our Insurance Market and In the competitive scenario, the winners always find themselves at the top of the list. You have got all the potentialities to explore the Insurance Market with your knowledge, intelligence, zeal and vigour. With a strong & positive mind set; I am confident this year you will scale new heights and to take a target of doubling your premium income within 31st Dec. '04, so as to qualify yourself one among the M D R Ts of the Division.

Please make it happen for yourself and bring glory to your family members and to the Organisation as a whole.

What seems to be impossible, becomes possible after some time, provided you desired sincerely.

I always believe in the saying "GOD HELPS THOSE WHO HELP THEMSELVES"

While wishing you all the best to your endeavour, I assure my sincere support at all times.

With regards and blessings,

Yours sincerely,

[S C Sahu]

SRI VIJAY AGARWAL,
AGENT, CHAIRMAN'S CLUB MEMBER,
LIC OF INDIA,
SALT LAKE BRANCH,
SALT LAKE, KOLKATA.



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कलकत्ता उपनगर मण्डल कार्यालय, सीडी-5, सेक्टर-1, सटलेक सीटी, कलकत्ता-64
Calcutta Suburban Divisional Office, Jeevan Prabha, DD-5, Sec-1, Salt Lake City, Cal-64

Ref: KSDO/Mktg/MM

June 1, 2001

Sri Vijay Agarwal,
Agent,
LIC of India,
Salt Lake Branch,
Kolkata - 700 064.

Dear Sir,

Re : Splendid performance on 29th May, 2001.

Please accept my heartiest congratulations for your splendid performance by introducing 21 Proposals worth Rs. 1.12 Crores Sum Proposed with little over Rs. 5 lacs Deposit on a single date - 29th May, 2001.

In our last DMC held on 31st May, 2001, all the HODs of the Division joined me in congratulating you for such a remarkable performance.


There is a proverb, "Morning shows the day", hence, we hope, during the current year your performance will definitely lead you to a height where the Zonal Heroes are occupying their names.

While wishing your every success in your endeavour, I assure my best co-operation at all times.

Yours faithfully,

३५

म. स्वा. नटराजन
कार्यकारी निदेशक (विपणन)
M. S. NATARAJAN
Executive Director (Marketing)

भारतीय जीवन बीमा निगम
 Life Insurance
Corporation of India

केंद्रीय कार्यालय, पो. वा. नं. १९०५३, मुंबई-४०० ०२१
CENTRAL OFFICE: P. D. NO. १९०५३, MUMBAI-४०० ०२१.
Tel. (0) : २०२ ७५२७
(Pbx) : २०३ १०६७ (Extn.) : २५२२
Fax : ०२२ / २०२ ०२७४ • २०२ ४१५३

29th September, 1997.

Dear Shri. Agarwal,

I was delighted to be with you at Kodaikanal during the Ace Agents' Convention in June' 97. I have great pleasure in sending you a photograph as a memento.

With regards,

Yours sincerely,

(M.S. Natarajan).

Encl: As above.

Shri. Vijay Agarwal,
7 Harisabha Street,
Calcutta-23.



** Fields shown as > are to be filled in manually. **

P/3

P-31



Life Insurance Corporation of India
E-Mail: lico@nic.nic.in

25/07/2011

PROPOSAL REVIEW SLIP (CONTD...)

PAGE NO: 03

PROPOSAL NO: 4426 ---DAS NAME: P ---418

UNDERWRITING REMARKS AND DECISIONS:

AGE ADMITTED : YES / NO : PREVIOUS POLICY : ENR Calculation :
AGE-PROOF : Please get the AGE-PROOF-EXTRACT from Previous Policy.
VERIFIED BY :

Amal Kumar Prasad

NON-MEDICAL :

MEDICAL : Standard Wt.: 54.4 Estimated Wt.: 55.9

SPECIAL REPORTS : T A S A : 1000000
Age : 22
Age at Maturity : 47
Sum Under Consideration : 1000000

CALL FOR - REPORTS
-I-: includes ECG, Haemogram, ELISA FOR HIV

REINSURANCE: Check for RE-INSURANCE !

OTHER :

***** NAME OF THE PROPOSERS IN BOC/S *****
BOC-1: R.L. GUPTA. BOC-2: BOC-3:

VERIFIED THE CORRECTNESS OF THE PROPOSER SIGNATURE OF THE UNDER

ACCEPTANCE / DECISION & POLICY CLAUSES :

EXTRA PREMIUM : HEALTH OCCUPATION AGE-PROOF EPDB OTHERS TOTAL
(Per '000 S) < < < < < < <
Declined Master Serial Numbers

DATE: CHECKED BY: DATE: SIGNATURE :



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
E-MAIL : licsdo@cal.vsnl.net

L I C OF INDIA , BRANCH: 41F , DIVISION: DT: 16/03/2004

PROPOSER REVIEW SLIP (FORM NO:3103/010) (REV. 7) 5/2001
Registration Date : 16/03/2004 SR.NO: 147/04

PROP NO: 0014424 PROP DATE: 16/03/2004 POL TYPE: 0 POLY DATE: 7 POLICY NUMBER: 10000000000000000000

File Agency Code: BAS P Agency Code: 70000000
Name: PRASEMJIT DAS Dev Officer: 00000000
Add-1: C/O BISWAJIT LAYER; 1A HARI SANG ST Nominee: BISWAJIT DAS
Add-2: FOLKATA, Nominee's Age: 34
Add-3: Nom's Relation: B
Pin Code: 700023 Appointee:

DT.OF.COM PLAN TERM PRM-TRM SUN ASSURED MODE INST PREM NO OF INST
28/07/2004 144 25 25 1000000 Hly 1325.00 1

DT.OF BIRTH AGE AGE-PROOF DT.OF BTH(2) DAB('0000) MED CODE SEX TAB-PRM
19/08/1981 13 R 00 00/0000 2 M Male 2.60

RIDER-IND TO: NO TYPE-1 RSA-1 R1-0 R1-EXT-0 TYPE-2 RSA-2 R2-0 R2-EXT-0

CASH OPT. V.E ANNUITY AMT. NO OF UNITS VESTING DATE PROPOSER'S-AGE
00 00 0000 00

ME CODE STATUS N.FEES M.E.DT. ME CD(2) STAT(2) N.FEES(2) ME DT(2)
6642 N Rs 70 31 03 2004

GENG. CATEGOR HEIGHT WEIGHT ABDOMEN CHEST (UNEXP) CHEST (EXP) PULSE
OTI 164 54 74 78 83 72

Rev./Recheck:

PROP. SYSTEM B BINST. TO. CHALL. CLAS. OCCUPATION (GEN. Y. P. B. CODE)
1 0 00 00 00

PREVIOUS POLICIES (NUMBER / S.A) OTHER PROPOSALS (NUMBER / S.A) (NOT RECORDED)

DOC-1 000 00E AMOUNT-1 000-1 DOC DATE AMOUNT-2
11677 1 00 0000 0000.00 00 00 0000
DOC-2 000 00E AMOUNT-3 000-4 DOC DATE AMOUNT-4

INT. DEPOSIT - R 000.00 (Additional Premium)

PA CODE SUB-PA-CD DEPT-CD EMPLOYER CD BILL TYPE BILL PERIOD

EXD KAM DOC-CD INC-CD DIST-CD EMPLOYER CD VALL-CD REINS IMPACT ENR
S U 75 1 1 1 < > < >

P W EXT.PRM RATE = Rs. .00129 OPTION CODE
ONETIME EXTRA PREMIUM = Rs. PLAN 14 .OPTION IND :
ANY OTHER E T.PRM.RATE = Rs. PLAN 149 EARLIER T .005A :
SPL.RATE PREMIUM GIVEN BY Z.O.:



VIJAY KARNVAL
 CM's Club Mombay Agent
 L.I.C.I., Sub-Loka Branch
 100, Ring Road

भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

जीवन बीमा निगम अधिनियम 1956 द्वारा संस्थापित
 (Established by the Life Insurance Corporation Act 1956)
 कोलकाता उपनगरीय मण्डल/Kolkata Suburban Division

77 फार्म नं. 300/1/1980 (नया) Rev 02

सजीवन बीमा प्रस्ताव पत्र
 Proposal for Insurance on own life
 (अल्पवय के लिये यह फार्म लागू नहीं होगा)
 (Not to be used on the life of minors)

अभिकर्ता द्वारा भरा जाय/To be filled in by Agent		आवक संख्या /Inward Number	दिनांक/Date
शाखा कार्यालय/Branch Office N. Agarwal	शाखा कार्यालय/Branch Office बि.ओ. सं. या/D.O. Code no 72033411/0 संकेत सं./Code No	कार्यालय में उपयोग के लिये/For Office use प्रस्ताव/Proposal No. 11426	जमा राशि/Amount of Deposit 1
अभिकर्ता का नाम/Agent's Name	समाप्ति तिथि/Date of Expiry	शाखा का वरूली सं./B.O.C. No. 1165A	दिनांक/Date 12/2/02

सभी उत्तर स्पष्ट लिखने चाहिये/उत्तर शब्दों में देने चाहिये/रेखा, बिन्दु या अन्य किसी प्रकार के चिन्ह उत्तर के रूप में स्वीकार नहीं किये जायेंगे।
 All answer to be filled in legibly. Answers must be given in words. Stroke of the pen or dots or dashes will not be accepted as replies

(1A) पूरा नाम (कुलनाम प्रथम) एवं पता जिसमें पत्राचार किया जायेगा Full name (Surname first) and Address to which communication are to be sent		बीमे का उद्देश्य Object of Insurance Coverage	
DAS PROSENJIT		जन्म स्थान Place of Birth Kolkata	
Close description of house		राष्ट्रीयता Nationality Indian	लिंग Sex M
1A, Hazi Sava Street		प्रस्तुत आयु-प्रमाण का स्वरूप Nature of Age-Proof submitted PP	
Kolkata		आयु (निकटतम वर्षगांठ पर) Age (Nearest Birthday)	जन्म तिथि Date of Birth
दूरभाष सं. (एच.टी.डी. सहित)/Telephone no. (with STD code):		23	19.8.81
आवास / Residence	कार्यालय /Office:	ई-मेल / E-mail	

(1B) स्थायी पता (अगर उचित है तो अलग से) Permanent Address, if different from above	पिन PIN 701002
3/A/H/E Nepal Bhegi sub Street	
Kolkata	पिन PIN 701002
रक्षित नाम Short Name P. D.A.	पिता का पूरा नाम (कुलनाम प्रथम) Father's name (Surname first) DAS PRADIP KUMAR

(2A) नामित व्यक्ति का पूरा नाम (कुलनाम प्रथम) एवं पूरा पता Nominnee's Full Name (Surname first) and Address	आयु Age 34	आप से सम्बन्ध Relationship to yourself Cousin Brother
DAS PROSENJIT		
अगर नामित व्यक्ति अल्पवय है, तो नियुक्त व्यक्ति का पूरा नाम व पता If Nominnee is Minor, appointee's Full Name and Address	आयु Age	नामित व्यक्ति के साथ रिश्ता Relationship to Nominnees
तहसिली या संरूप में नियुक्त व्यक्ति का हस्ताक्षर Signature of Appointee as token of consent		

Note: प्रस्तावक का हित नामांकन की सुविधा लाभ उठाने में है। It is in the interest of the proposer to avail the facility of nomination

नाम योजना एवं अवधि Plan & term 164-25	बीमा राशि Sum Proposed 10lac	टर्म राइडर बीमा पत्र यदि आवश्यकता हो तो? Term Rider sum Proposed (if required)	जटिल बीमारियों हेतु लाभ यदि मांगे तो Critical Illness Sum Proposed (if required)	क्या दुर्घटना हितलाभ की आवश्यकता है? Is Accident benefit required? NO	दिनांक यदि पॉलिसी का प्रारम्भ किसी पिछली तिथि से चाहते हैं। If Policy is to be dated back. 28/2/02	जमा राशि Amount Deposited 1325
भुगतान तिथि (वार्षिक, अर्धवार्षिक, तिमाही या मासिक/से.व.से.) Mode (yearly, Half-yearly, Quarterly, Monthly or Under SSS) Hy	भुगतान प्राधिकारी का Paying Authority Code	विभाग का Deptt. No.	फिल अफत यं.क. Body or S.A. No.			

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(1A) वर्तमान व्यवसाय एवं कार्य का ब्यवहार स्वरूप/ Present Occupation & Exact nature of Duties
Self employed

(1B) वर्तमान नियोजन का नाम व पता/ Name and address of present employer
Self

(1C) शैक्षणिक योग्यता/ Educational Qualification
H.S. Passed

(1D) वार्षिक आय ₹/ Annual Income Rs.
75,000/-

(1E) आय का स्रोत/ Source of Income
Self employed

(1F) क्या आप आय कर दाता हैं?/ Are you an Income Tax Assessee?
No

(2) यदि आप जल/वायु/वायु सेना के कर्मचारी हैं तो कृपया निम्न का उल्लेख करें/ If you are employed in the Armed Forces. Please state:

Wing to which you belong: _____ Rank therein: _____ Date of Last Medical Examination: _____

Medical category after medical examination: _____

क्या आप कक्षा में ए-1 के तहत हैं?/ Whether you are under Category A-1 or not, state present: _____

(3) क्या निम्न के किसी कार्यालय या अन्य बीमा कम्पनी को अभी आपके जीवन का कोई प्रस्ताव-पत्र या आपका जीवन बीमा पत्र का कोई प्रस्ताव-पत्र प्रस्तुत किया गया है? अगर हाँ तो विवरण दें?/ If your life is now being proposed for another assurance or an application for revival of Policy of your life under consideration in any office of the corporation or any other Insurance Co? If yes give details.

No receipt stamp for 5.05 case with this

(4A) क्या निम्न के किसी कार्यालय को प्रस्तुत किया गया आपके जीवन बीमा का कोई प्रस्ताव-पत्र (या जीवन बीमा पॉलिसी के पुनर्निर्माण से सम्बंधित कोई प्रस्ताव-पत्र) कभी वापस ले लिया गया है?/ Has a proposal (or an application for revival of a Policy) on your life made to any office of the Corporation ever been withdrawn, Deterred, Dropped or Declined?

a) वापस ले लिया, रोक रखा या अस्वीकृत कर दिया गया है?/ a) Withdrawn, Deterred, Dropped or Declined?

b) अतिरिक्त बीमा मूल्य या शर्तों के साथ स्वीकृत कर दिया गया है?/ b) Accepted with Extra Premiums or Lien.

c) प्रस्तावित शर्तों के अतिरिक्त अन्य शर्तों पर स्वीकृत किया गया है?/ c) Accepted on terms otherwise than those proposed?

उत्तर हाँ या नहीं में दीजिये/ Answer Yes or No.

यदि उत्तर 'हाँ' में तो पूरा विवरण दीजिये/ If Yes, give details.

No

(4B) क्या अन्त में दिवस एक वर्ष में किसी कार्यालय को प्रस्तावित किया गया आपके जीवन बीमा का कोई प्रस्ताव-पत्र (या जीवन बीमा पॉलिसी के पुनर्निर्माण से सम्बंधित कोई प्रस्ताव-पत्र) कभी वापस ले लिया गया है?/ Have you during past one year returned any policy of the corporation to you? If so give details.

No

(5) आपकी सभी पिछली पॉलिसियों का विवरण दीजिये (पिछले तीन वर्षों में समाप्त हुए कालांतरित पॉलिसियों की समाप्ति करके)/ Please give details of your previous insurance (Including Policies Surrendered/lapsed during last 3 years.)

पॉलिसी संख्या/ Policy Number	उत्पन्न बीमा कम्पनी का नाम व पता (पिछले पॉलिसियों के पुराने पते से प्रस्तावित पत्रों के लिए) / Insurance companies from where the previous policies have been purchased with address (if previous policies are from India, give name of Branch/D.O.)	नाम व पता (पिछले पॉलिसियों के पुराने पते से प्रस्तावित पत्रों के लिए) / Name and address (if previous policies are from India, give name of Branch/D.O.)	संज्ञा एवं शर्त/ Table & Term	मूल्य/ Sum Assured on main plan (500)	टर्म राइडर बीमा/ Rider Sum Assured (000)	जटिल बीमा/ Critical Illness Rider Sum Assured (000)	दुर्घटना/ Amount of Accident Benefit taken (000)	जारी होने का वर्ष/ Year of issue	क्या प्रस्तावित किया गया/ Whether accepted as proposed at Ordinary rates	चिकित्सा/ Medical or Non-medical	क्या गुरु/ Whether in force for full Sum Assured	यदि नहीं तो/ If not, give date of Last premium paid or date of surrender
22453526	KSiro		1-20				Yes	2000	CR	with		two years

क्या पिछले तीन वर्षों के अन्दर कोई पुरानी पॉलिसी कालांतरित हो गई है जो कि फ्रेश प्रस्ताव पत्र प्रस्तावित किया गया है?/ Corporation does not entertain any fresh proposal for insurance where a Policy has lapsed or has been converted into paid up Policy within last 3 years.

परिवारिक इतिहास/ Family History

	जीवित/Alive			मृत/Dead	
	वर्तमान आयु/ Present Age	स्वास्थ्य की स्थिति/ Status of Health	मृत्यु का वर्ष/ Year of Death	मृत्यु का कारण/ Cause of Death	मृत्यु के समय आयु/ Age at death
पिता/Father	45	Good			
माता/Mother	40	Good			
जीवित भाई/Alive No.					
मृत भाई/Dead No.					
जीवित बहन/Alive No.	20, 13	Good			
मृत बहन/Dead No.					
पत्नी/पति/Wife/Husband					
जीवित बच्चे/Alive No.					
मृत बच्चे/Dead No.					

इतिहास/Personal History

क्या आपने पिछले पांच वर्षों में भीतर किसी एसी बीमारी के लिये निराम एक सप्ताह से अधिक तक उपचार की आवश्यकता की है कि किसी चिकित्सक से परामर्श किया है? During the last five years, do you consult a medical Practitioner for any ailment requiring treatment for more than a week?	जवाब "हाँ" या "नहीं" दीजिए Answer "Yes" or "No"	यदि उत्तर "हाँ" में तो मा पूरा विवरण दीजिए If "Yes" Please give full details
(ii) क्या आप को कभी साधारण ज्वर, देखापान, उपचार या किसी प्रकार की शल्य चिकित्सा के लिए किसी अस्पताल या रोग गृह में दाखिल किया गया है? Have you ever been admitted to any hospital or nursing home for general illness, observation, treatment or operation?	NO	
(iii) क्या आप पिछले पांच वर्षों के अंतर बरत अपने कार्य से अनुपस्थित रहे हैं? Have you remained absent from your work on grounds of health during the last five years?	NO	
(iv) क्या आप कभी परे हृदय, फेफड़े, पित्तक, या तंत्रिका तंत्र संबंधी बीमारी से ग्रस्त हैं? Are you suffering from or have you ever suffered ailments pertaining to Liver, Stomach, Heart, Lungs, Kidney, Brain or Nervous System.	NO	
(v) क्या आप कभी मधुमेह, रक्तचाप, कैंसर, निरोगी, अत्यधिक जलसाह, कब्ज या किसी अन्य रोग से पीड़ित रहे हैं या इस समय पीड़ित हैं? Are you suffering from Diabetes, Tuberculosis, High Blood Pressure, Cancer, Epilepsy, Hernia, Hydronephrosis, Constipation or any other disease?	NO	
(vi) क्या आप कभी शारीरिक अज्ञानता से ग्रस्त हैं? Are you ever deficient in any of the following? a) Determination b) Energy c) Endurance d) Vigor	NO	
(vii) क्या आप कभी शारीरिक अज्ञानता से ग्रस्त हैं? Do you ever have any ailment?	NO	
(viii) क्या आप कभी शराब, मादक दवा या कभी कभी तंबाकू का उपयोग करते हैं? Do you use or have ever used alcoholic drink, Narcotics, any other drugs?	NO	
(ix) क्या आपका आमतौर पर स्वास्थ्य की स्थिति है? What has been your usual state of health?	Good	
(x) क्या आपने कभी हेपेटाइटिस, एड्स या एड्स से संबंधित किसी भी अन्य रोग से ग्रस्त हैं? Have you ever contracted or are you present availing/undergoing medical advice, treatment or tests for an AIDS related condition.	NO	
किस शरीर-मापन मापक से अपना वजन मापा गया है? How did you measure your weight?	ऊँचाई Height	वजन Weight
किस शरीर-मापन मापक से अपना लंबाई मापा गया है? How did you measure your height?	सभी Cms	1.5 या Kgs.

क्या आप गर्भवती हैं? Are you pregnant now?	अंतिम प्रसव तिथि Date of last delivery	क्या आपकी कभी गर्भपात या गर्भहत्या या रिजर्विन हुआ था? यदि हाँ तो विवरण दीजिये। Have you had any abortion, miscarriage or caesarian section? If so, give details.	पिछले मासिक धर्म की तिथि Date of last Menstruation
पति का पूरा नाम/ Husband's Full Name		पति का पेशा/ His Occupation	पति का वार्षिक आय / His Annual Income
उनके बीमा से सम्बंधित विवरण दीजिये / Details of Husband's Insurance			

पॉलिसी संख्या Policy No.	उन बीमा कंपनीयों के नाम व पते जिनसे पूर्व से पॉलिसियाँ खरीदी गईं हैं। यदि वे भारतीय बीमा कंपनियों के हैं तो वे कौन सी हैं? यदि वे विदेशी हैं तो वे कौन सी हैं? (यदि वे भारतीय बीमा कंपनियों के हैं तो वे कौन सी हैं? यदि वे विदेशी हैं तो वे कौन सी हैं?) The names and addresses of the Insurance Companies from where the previous policies have been purchased with address (If previous policies are from LIC of India, give name of Branch/D.O.).	बीमा पत्र Sum Assured (₹)	तारीख व अवधि Date & Term	पॉलिसी की वर्तमान स्थिति Present status of the Policy
	None			

क्या आपने पूरी तरह से इस योजना के नियमों और शर्तों को समझ लिया है?
Have you understood fully the terms and conditions of the plan you propose to take?

हस्ताक्षर/अर्थ Signatures Box

प्रोसेनजुत दास
प्रोसेनजुत दास

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"प्रस्तावक द्वारा घोषणा"/DECLARATION BY THE PROPOSER

जिसे प्रस्तावित जीवन बीमा के लिए प्रस्तावित किया गया है, एतद्वारा घोषणा करता हूँ/करती हूँ कि उपरोक्त प्रश्न एवं उत्तर की द्वारा दत्त जानकारी को पूर्ण तौर पर समझ लेने के बाद ही मैंने इस तथ्य को सत्य माना है और मैंने कोई प्रश्न पूछा नहीं है। मैं एतद्वारा इस बात की गारंटी देता हूँ/देती हूँ कि मैंने प्रस्तावित जीवन बीमा के लिए प्रस्तावित जीवन बीमा के पत्र में दिए गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं। मैंने प्रस्तावित जीवन बीमा के पत्र में दिए गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं। मैंने प्रस्तावित जीवन बीमा के पत्र में दिए गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं।

मैंने इस बात की गारंटी देती हूँ कि मैंने प्रस्तावित जीवन बीमा के पत्र में दिए गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं। मैंने प्रस्तावित जीवन बीमा के पत्र में दिए गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं। मैंने प्रस्तावित जीवन बीमा के पत्र में दिए गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं।

Provision: A person whose life is herein being proposed to be assured, do hereby declare that the foregoing statements and answers have been given by me after fully understanding the questions and the same are true and complete in every particular and that I have not withheld any information and I do not intend to withhold any information. Notwithstanding the said contract shall be absolutely null and void and all moneys which shall have been paid in respect thereof shall stand forfeited to the Corporation. I further agree that if after the submission of the proposal but before the issue of the First Premium Receipt (i) any change in my occupation or any adverse change in my financial or the general health of myself or that of any members of my family occur (ii) if a proposal for assurance or any application for a policy on my life made to any office of the Corporation has been withdrawn or dropped, deleted or accepted at an increased premium or subject to a lien or other conditions, I shall forthwith intimate the same to the Corporation in writing to consider terms of acceptance of assurance. Any omission on my part to do so shall render this Assurance invalid and all moneys which shall have been paid in respect thereof shall stand forfeited to the Corporation.

मेरी आयु/वयस on the/दिनांक day of/मास 200...

मेरी हस्ताक्षर/Signature of Witness **Prasenjit Das**
नाम/Name
व्यवसाय/Occupation
पता/Address
हस्ताक्षर/Signature of the Person whose life is proposed to be assured

उल्लिखित उत्तर एवं/या हस्ताक्षर हिन्दी की अलावा किसी अन्य भाषा में दिये गये हैं तो प्रस्तावक को अपने हस्ताक्षर के ऊपर अपनी हस्ताक्षरिणी में घोषित करना चाहिए कि उत्तर अपने उत्तर प्रश्नों को पूरी भाविकता से समझ लेने के बाद दिये गये हैं।

he answer and/or signature here/in have above are/is in vernacular then he/she should declare above his/her signature in own handwriting that the replies are given after fully and properly understanding the questions.

यदि घोषणा करने वाले व्यक्ति के द्वारा की जानी चाहिए।
Declaration by the person filling in the form :
घोषणाकर्ता का नाम एवं पता/Declarant's Name & Address

(1) मैं एतद्वारा घोषणा करता हूँ कि मैंने प्रस्तावक की उपरोक्त प्रश्न भलीभांति समझ दिये हैं और उनके द्वारा दिये गये उत्तरों की ही सच-सच लिखा है।
I hereby declare that I have fully explained the above questions to the proposer and I have truthfully recorded the answers given by the Proposer

प्रमाणित करता हूँ कि (नाम, पद, व्यवसाय) श्री/श्रीमती
I certify that the contents of the form and documents have been fully explained to me by (name, Designation, Occupation) Mr./Ms. and I have understood the significance of the proposed contract.

मा के लिए प्रस्तावित व्यक्ति के हस्ताक्षर या अंगुठा निशान/Signature or thumb impression of the Person whose life is proposed to be assured.....

(2) मैं एतद्वारा घोषणा करता हूँ कि मैंने प्रस्तावक को इस फॉर्म के प्रश्नों का अर्थ (भाषा) में समझा दिया है और प्रस्तावक ने उन्हें भलीभांति समझने के बाद की प्रस्तावित अंगुठा निशान लगाया है।
I hereby declare that I have explained the contents of this Form to the Proposer (Language) and that the proposer has affixed the thumb impression above after fully understanding the contents thereof.

घोषणाकर्ता का नाम व पता/Declarant's Name & Address

बीमा अधिनियम 1938 की धारा 41 का सारांश/Summary of Section 41 of Insurance Act, 1938
1) कोई भी व्यक्ति प्रस्तावित जीवन बीमा के समझने के लिए प्रस्तावित जीवन बीमा के पत्र में दिये गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं।
No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to loss or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or lives or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer.
2) प्रस्तावित जीवन बीमा के पत्र में दिये गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं।
Any person making default in complying with the provisions of the section shall be punishable with fine which may extend to five hundred rupees.

बीमा अधिनियम 1938 की धारा 45 का सारांश/Summary of Section 45 of Insurance Act, 1938
प्रस्तावित जीवन बीमा के पत्र में दिये गए प्रश्नों के उत्तर सच और पूर्ण रूप से दत्त किये हैं।
In a policy of life insurance shall, after the expiry of two years from the date on which it was effected, be null and void if it is found that a statement made in the proposal or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy holder and that the policy holder was at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

केवल स्वास्थ्य परीक्षा सन्दर्भ में बीमा के लिए /For Medical Cases only
I certify that the Life assured has signed/put his/his thumb impression in my presence after admitting that all the answers to Question Nos. 10 onwards of this form have been truthfully recorded.

मेरी हस्ताक्षर/Signature of the Proposer **Prasenjit Das**
हस्ताक्षर/Signature of the Medical Examiner
Signature or thumb impression of the Proposer
Signature of Thumb Impression should be affixed in presence of Medical Examiner

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Bk. No. 002314 20

F. No. 300 M. R. [Rev. Apr. 92]



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

(Established by the Life Insurance Corporation Act. 1956)

KOLKATA SUBURBAN DIVISION

MEDICAL EXAMINER'S CONFIDENTIAL REPORT

Branch No. 41B

Proposal No. / Policy No.

Medical Diary No. / Page No.
416009 24

1. Full Name of the Life to be Examined
Prosenjit Das

Age
22

Case No. for the 25th Month Year
March 2009

Identification marks

A scar on right leg.

2. Introduced by
V. Agarwal

Introducer's Designation and Signature
Agarwal

Height (cms.) (without shoes) 164 Weight (kgs.) (in this clothes) 54 Girth of abdomen (cms.) (over navel) 74

Chest (cms.)—over nipple 78 Full Expiration (cms.) 78 Full Inspiration (cms.) 83

Pulse Rate pm. 72 Blood Pressure Systolic 120 Diastolic 80
1st Reading 120 2nd Reading 80

3. The General appearance healthy?

Yes

4. Ascertain from the life to be assured whether at any time in the past he/she
i) has been hospitalised?
ii) was involved in an accident?
iii) has undergone any Radiological, Cardiological Pathological or any other test?
iv) is currently under any treatment?

No

IF THE ANSWER TO ANY OF THE NEXT 9 QUESTIONS (QN. 5 TO QN. 13) IS "YES" PLEASE GIVE FULL DETAILS

5. Is there any abnormality of the Cardiovascular system?

No

6. Is there any swelling of joints, enlargement of thyroid, lymphatic glands or scars (of earlier surgery)?

No

7. Is any abnormality found on examination of Mouth, Ear, Nose, Throat or Eyes?

No

8. Is there partial/total blindness or deafness or any other physical impairment?

No

9. Are there any symptoms or signs suggesting abnormality or disease of the Respiratory system?

No

10.	Is there any evidence of enlargement of liver or spleen ?	20
11.	Is there any abnormality in abdomen or abnormality of pelvis ?	20
12.	Is Hernia present ?	20
13.	Is there any evidence of disease of Central or Peripheral Nervous System ?	20
14.	Is there any evidence of operation ? If so, state. a) the year of Operation b) Its nature and cause c) Its location, size and condition of scar d) degree of impairment, if any	20
15.	Is there any evidence of injury due to accident or otherwise ? If so, state i) the year in which the injury occurred ii) nature of injury iii) degree of impairment, if any iv) duration of unconsciousness in the case of head injury	20
16.	Is there any other adverse feature in health or habit, past or present, which you consider relevant ? if so, give details.	20
17.	FOR FEMALE LIVES ONLY a) Is there any disease of the breasts ? b) Is there any evidence of pregnancy ? If so, give duration. c) Do you suspect any disease of uterous, cervix or ovaries ?	1

I hereby certify that I have, this day, examined the above life to be assured personally, in private, and recorded in my own hand (i) the true and correct findings (ii) the answers to Question No. 4, as ascertained from the person examined.

I declare that the person examined signed (affixed his/her thumb impression) in the space earmarked below, in my presence and that I am not related to him/her or the Agent or the Development Officer.

Dated at 15/7 on the 25th day of July 2009 at 11:00 a.m./p.m.

Pramanjit Das
Signature of the life to be assured

H. S. K. Choudhary
Signature of the Medical Examiner

Medical Examiner's Name and Address
Dr. H. S. K. Choudhary
100, 1st Floor
100000

Qualifications MBBS
Code No. 10/02
Limit 100000

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भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

निगम
of India

जीवन निगम अधिनियम 1956 द्वारा संस्थापित
Established by the Life Insurance Corporation Act, 1956
प्राधिकृत चिकित्सा (साथ सहित)

IMA KIRAN POLICY (Without Profits)

जीवन बीमा नीति (जिसे 'इमा किरान' नीति के नाम से जाना जाता है) तदनुसार प्रस्तावित किया गया है। प्रस्तावित करने वाले व्यक्ति को जीवन बीमा प्रदान करने के लिए प्रस्तावित किया गया है। प्रस्तावित करने वाले व्यक्ति को जीवन बीमा प्रदान करने के लिए प्रस्तावित किया गया है। प्रस्तावित करने वाले व्यक्ति को जीवन बीमा प्रदान करने के लिए प्रस्तावित किया गया है।

तालिका Schedule

सि. एस. डि. ओ. C. S. D. O
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BARANAGAR BRANCH


पॉली नंबर और प्रारंभ तिथि Policy No. and Date of Commencement	तालिका नंबर और शर्तें Table and Terms	मृत्यु हितसम पूर्ववधि हितसम Death Benefit Maturity Benefit Rs.	दंड तिथि, वसुली मुदतमान तिथि Due Date and Mode of Payment	दंड प्रीमियम तिथि Installment Premium Payable Rs.	निगम जीवन बीमा Free Insurance Cover Rs. निगम जीवन बीमा सुरक्षा समाप्ति तिथि Date of Expiry of Free Insurance
422453526 28-10-2000	111-30 (30)	120000 30960.00	28TH QLY	258.00	72000 4502 28-10-2040

प्रस्तावित करने वाले का नाम और पता AMURADHA DAS PROSENJIT DAS 3/A/H/3, NEPAL NE IGI SUR STREET CALCUTTA Pincode:- 70000	निगम जीवन बीमा नीति Name and Address of Proposer and Life Assured	मृत्यु तिथि Date of Maturity 28-10-2030 अंतिम वसुली तिथि Date of Last Payment 28-07-2030 जन्म तिथि Date of Birth 19-8-1981 आयु/प्रवेश Age/Admission 19 YES (S)
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मृत्यु हितसम Death Benefit	मृत्यु होने पर निगम द्वारा प्रदान की जाने वाली राशि। On death of the Life Assured, the sum assured together with any bonus payable shall be paid to the beneficiary named in the policy.
मृत्यु हितसम Maturity Benefit	मृत्यु होने पर निगम द्वारा प्रदान की जाने वाली राशि। On maturity of the policy, the sum assured together with any bonus payable shall be paid to the beneficiary named in the policy.
जीवन बीमा Life Insurance	निगम द्वारा प्रदान की जाने वाली राशि। The sum assured shall be paid to the beneficiary named in the policy.

निगम द्वारा प्रदान की जाने वाली राशि Sum Assured Payable	निगम द्वारा प्रदान की जाने वाली राशि। The sum assured shall be paid to the beneficiary named in the policy.
मृत्यु हितसम Death Benefit	मृत्यु होने पर निगम द्वारा प्रदान की जाने वाली राशि। On death of the Life Assured, the sum assured together with any bonus payable shall be paid to the beneficiary named in the policy.

निगम की ओर से उपरोक्त फॉर्म में दर्शाए गए शर्तों के अधीन प्रमाणित किया गया है।
Attested by the undersigned in accordance with the conditions mentioned in the Schedule.
दिनांक Date
अनुमोदित Checked
तदनुसार Table No. 111
फॉर्म नंबर Form No. 8115

 Life Insurance Corporation of India KOLKATA SUBURBAN DIVISIONAL OFFICE (Established by the Life Insurance Act, 1956) Agents Confidential Report/MHF		Agency Code/ Dev. Officer Code	
Agent's Name & Address VIJAY AGARWAL Club Membership CM's Club Member Agent I.L.C.I., Beli Lako Branch No. 57XXX		Proposal No./ Branch	
Name of Proposer		Age	Sum Proposed 10 Lac
Name of Life Proposed		Age 23	Occupation & Nature of Duties Govt. Employee
a) How long do you know the life proposed? b) Are you related to him/her? If so, give details. c) What are the educational qualifications of the life proposed?		a) Since 12 months b) no c) yes HE	
(i) Give details of Annual Income from:		Proposer	Life Proposed
a) Employment b) Business/Profession c) HUF d) Other sources (specify details)			
TOTAL			Remarks
(ii) What proof of income is verified by you in respect of income stated above? a) Whether it is salary sheet or certificate issued by the Employer? b) Whether it is certificate issued by the C. A. ? What is the Permanent No. No. allotted by I. T. authorities? c) Whether copies of income tax returns verified? What is the PAN? Are you personally satisfied with the financial standing of the proposer/life insured and justify the current proposal?		Self declaration yes	
3) a) What is the general state of health of the life proposed? b) Does he/she have any physical deformity, impaired sight or hearing, physical impairment or mental retardation? c) Do you have any knowledge of his/her having suffered from any illness, injury or undergone any operation or medical investigation?		a) Good b) no c) no	
4) Did you discuss with the Proposer/Life Proposed the status of previous policies and are you satisfied that no policy has lapsed within the last three years.		now just lapsed more than 2 yrs	
5) Are you aware of any proposal (or revival of any policy) of the life proposed has been deferred, declined, dropped or other than those proposed?		no except 57000 for 1000 each	
6) Are you aware of anything in the occupation, financial or social position of the life proposed, his/her personal habits or any other circumstances which might be likely to add to the risk?		no	
Under Non-Medical cases only, give:			
a) Marked Identification _____ b) Exact Physical Measurements:			
cm.	kg.	cm.	cm.
Height	Weight	Girth of abdomen at Navel Level	On Expiration Girth of Chest at Nipple Level
Have you explained fully the terms and conditions of the plan to the Proposer? yes			
I hereby declare that the foregoing statements are true and correct to the best of my knowledge and belief dated at 25/11/2018 on the _____ day of _____ 20____.			
Signature of Agent [Signature]			
(To be completed by the Dev. Officer) I am satisfied with the identity of the party and on the basis of my independent enquiries, I hereby declare that the foregoing statements are true and correct to the best of my knowledge and belief.		(To be completed by the ABM/BM/Sr. BM) I am satisfied with the identity of the party and on the basis of my independent enquiries, I hereby declare that the foregoing statements are true and correct to the best of my knowledge and belief.	
Dated at _____ on the _____ day of _____ 20____		Dated at _____ on the _____ day of _____ 20____	
Name of Designation/Standing (No. of years) _____		Name of Designation/Standing	
Signature _____		Signature _____	



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

KOLKATA SUBURBAN DIVISION
ELECTROCARDIOGRAM

Instruction to the Cardiologist :

- 1) Please satisfy yourself about the identity of the examinee to guard impersonation.
- 2) The examinee and the person introducing him, must sign in your presence. Do not use the form signed in advance.
- 3) General Instruction : The base line must be steady. Standardisation slip must be included. The tracing must be pasted on a folder. Each lead should contain 5 complexes. If the pulse rate high, give him some rest before recording. Rest ECG should be made in the Medical Diary.
- 4) Rest ECG—Record usual 12 leads.
- 4a) Additional Leads i) If leads III, and a VF show a deep Q or T wave charge record, additionally, the same leads in deep inspiration ii) If leads VI shows a tall R wave, record additionally lead V4R.
- 5) Only Exercise ECG : Record Leads, I, II, III, V2, V4 and V5 at rest and for the purpose of Exercise ECG Record Leads V4, V5, I, II, III, aVR, aVL, aVF, V1, V2, and V3. immediately after exercise, Proper Double Standard two-step exercise should be given so as to raise the heart rate to 100 p. m. or more but in no case less than 10 to 30 beats over the resting rate.
- 6) Both Rest and Exercise ECGs (simultaneously) : When both Rest and Exercise ECGs are called for record Rest ECG as per instructions at (4) above. For purpose of exercise ECGs, record leads V4, V5, V6, I, II, III, aVR, aVL, aVF, V1, V2, and V3, immediately after exercise.

Divisional Office.....Kolkata.....Dev. Officer's Name.....
 Branch Office.....41B.....Agent's Name.....V. Singh.....Prop./Pol. No.....
 Full Name of the Examinee.....Prasanna Das.....
 Age.....2.....Years Introduced by.....V. Singh.....His Signature.....[Signature]

PERSONAL STATEMENT OF THE LIFE TO BE ASSURED

Note : The Medical Examiner is requested to explain the following question to the examinee and request him to write down the answers in his own handwriting in the presence of the Medical Examiner.

1. Have you ever had pain in chest. High or Low Blood Pressure. Palpitation, Breathless or Dizziness at rest or on exertion or any disease of cardiovascular system or Diabetes or any disease of Kidney ?
 Answer 'Yes' or 'No.' NO
2. Have you ever had on ECG, X-Ray of Chest Blood Sugar or Blood Cholesterol or any other test ? If so give details. NO
3. Are you now in health and generally maintain good health ? yes

I hereby declare that the following statements and answer have been given by me after fully understanding the questions any that they are true and complete in every particular and no information has been withheld.

Dated.....Cal.....on.....12th.....days of.....March.....200.....04

Witness.....
 Medical Examiner Dr. Debjit Chatterjee
MBS (Cal), MD (Cal)
 Physician & Cardiologist
 Medilink Health Care & Diagnostics Centre Pvt. Ltd.

Prasanna Das
 Signature or Thumbimpression of the Life Assured before Medical Examiner

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REPORT ON ELECTROCARDIOGRAM AT REST* / AFTER EXERCISE

(Delete whatever is not applicable)

Position : *Supine*
 Standardisation : 1 mv *10mm*
 Auricular Rate : *76/min*
 Ventricular Rate : *74/min*
 Rhythm : *Sinus*
 Mechanism : *normal*
 Voltage : *normal*
 Electrical Axis :

P Waves : *normal*
 PR Interval : *12 sec*
 QRS Complexes : *normal*
 Q-T Duration :
 S-T Segment : *isoelectric*
 T Waves : *unremarkable*
 Q Waves : *nil*
 Extra Systoles Type : *no formal*

Height in Cms. : *164 cm*
 B P at Rest : *120/80*
 Pulse Rate at Rest : *74/min*

Clinical Findings of Heart Condition :

Conclusion : *Sinus bradycardia with normal ECG*

Dated at : *Calcutta* on the *12th* day of *March* 200*8*

[Signature]
Dr. Debjit Chatterjee

MBS (Cal), MD (Cal)
 Physician & Cardiologist
 MediLink Health Care &
 Diagnostics Centre Pvt. Ltd.
 Signature of the Medical Examiner

Qualification : *MD (Cal)*

Examiner's Code No. : *1007*

Name & Address : *[Signature]*

[Signature]

[Signature]

[Signature]

For use by the doctor and for ECG, X-Ray of Chest
 Blood Report or Blood Chemistry or any other
 details

For use by the doctor in health and generally minimum
 health details

I hereby certify that the following statements and notes have been given by me after the
 examination and that they are true and complete to the best of my knowledge and belief and no
 material facts have been withheld.

Signature of the Medical Examiner

Signature of the Doctor

Signature of the Doctor

Signature of the Doctor



MEDILINK HEALTH CARE

DIAGNOSTICS CENTRE PVT. LTD.

1M, Vatika, 1st Floor, Gate No.- 4, Block - A2, Kalindi

Kolkata-700 089 • Tel :- 2522 0575 • 2522 7647

E-mail : rpglsa71@vsnl.com

Patient's Name : MR. PRASENJIT DAS

Patient's ID : 0409/0001

Ref. By : Dr. C/O L. I. C. OF INDIA

Age : 22 Yr Sex : M

Collection Date : 12/03/04

Reporting Date : 12/03/04

REPORT ON EXAMINATION OF BLOOD

INVESTIGATION	RESULT	UNIT	NORMAL RANGE
HAEMOGLOBIN (Hb%) :-	14.5	gm /dl	M- 13 - 18 gms/dl. F- 11 - 16 gms/dl.
TOTAL COUNT			
R B C .	4.8	million per c.mm.	
W B C .	6,200	per c. mm.	
DIFFERENTIAL COUNT			
NEUTROPHILS :	60	%	
LYMPHOCYTES :	35	%	
MONOCYTES :	02	%	
EOSINOPHILS :	03	%	
BASOPHILS :	00	%	

Packed cell volume: 43 percent.
 R.B.C Morphology : Normocytic, Normochromic
 Platelets Count. : Adequate per c. mm.

ESR (Westergren Method)

FIRST HOUR READING : 05 mm
 SECOND HOUR READING : 08 mm

RETICULOCYTE COUNT : 0.5 %

M. C. V : 89 cu
 M. C. H : 30 YY
 M. C. H. C : 33 %

THANK YOU FOR YOUR KIND REFERRAL

Prasenjit Das

CR Ghose

Consultant Pathologist
Prof. C. R. Ghose
 M.B.B.S., M.D., Ph.D. : F.I.C.

Consultant Radiologist

Dr. L. N. Dhar
 M.B.B.S., D.M.R.D., M.D. (Rad. Diag.)

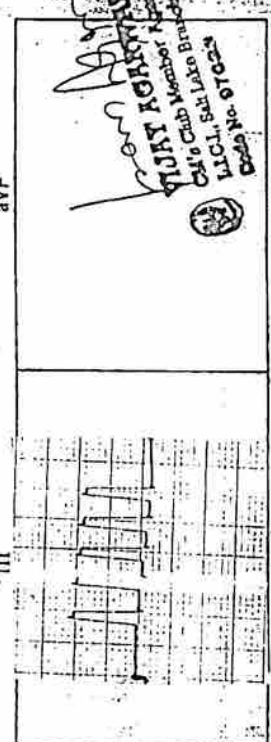
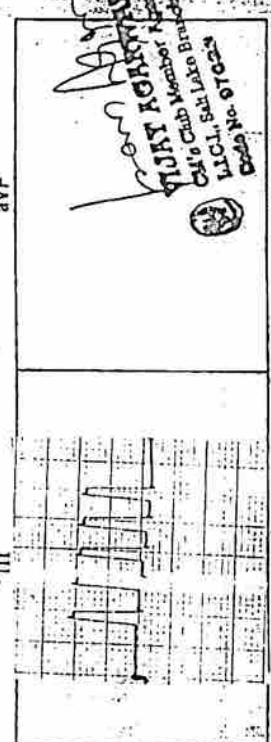
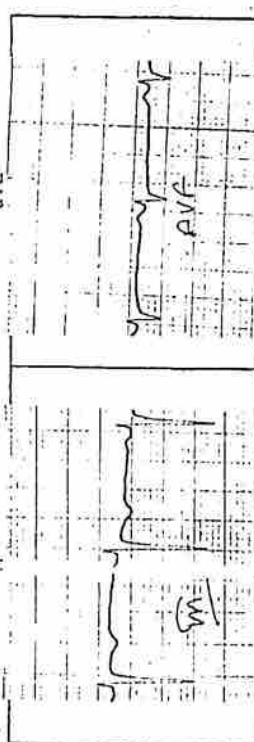
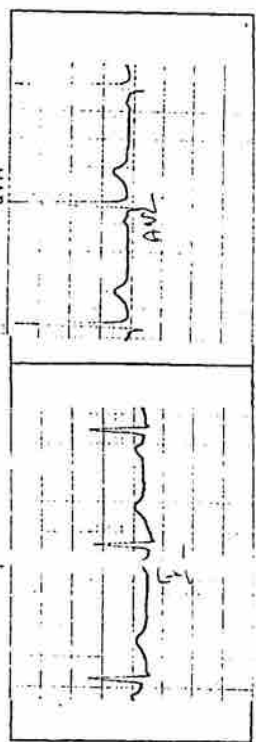
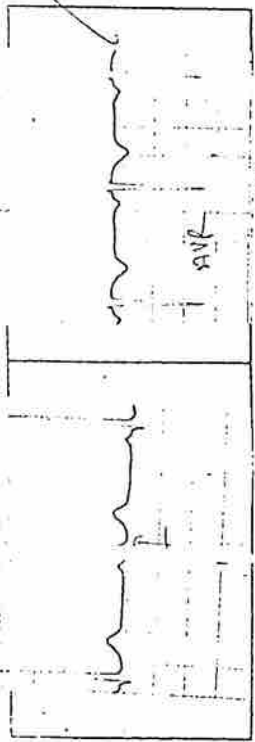
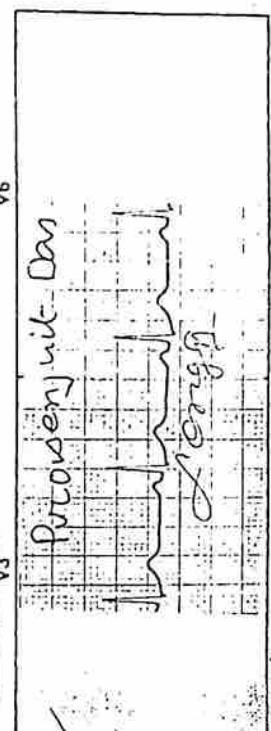
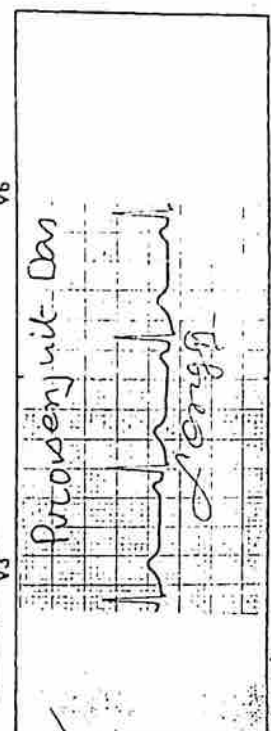
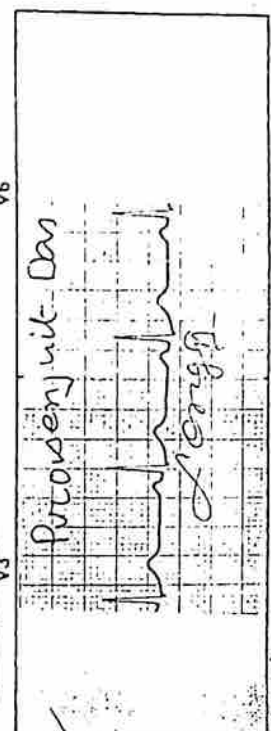
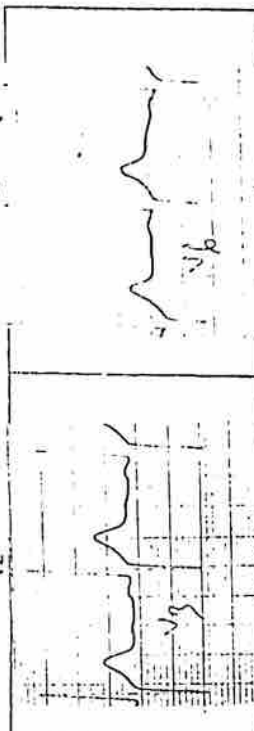
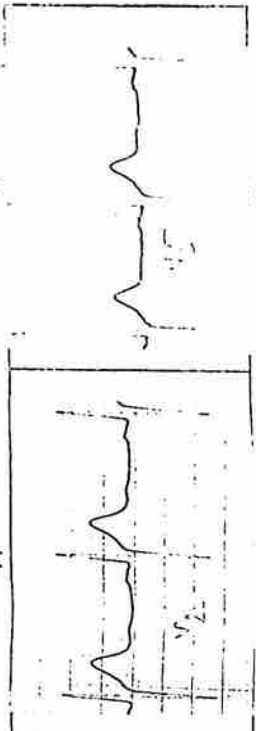
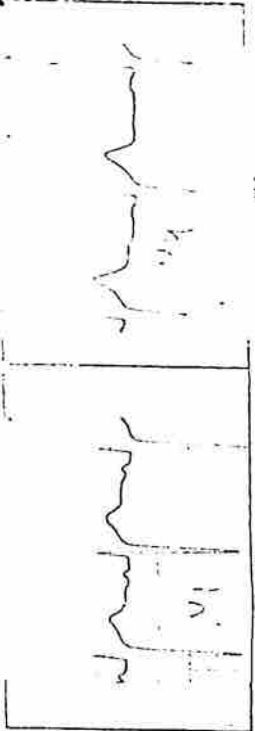
Consultant Pathologist

Dr. (Mrs.) R. Basu
 M.B.B.S., DCP, MD

PHYSIOLOGY • X-RAY • E.C.G. • U.S.G. • HORMONE ASSAY • ALLERGY TEST • SPECIALIST CENTRE

1 Small Square = 0.04 Sec

1 mV = 10 m.m.



Procoseny mit-Dan
 Long

JOHN HARRIS
 ECG Club Member Since
 C.A.'s Club, Lake Brant
 L.I.C.L. Sat. Lake Brant
 Code No. 07022

ADDITIONAL LEADS



89

MEDILINK HEALTH CARE DIAGNOSTICS CENTRE PVT. LTD.

1M, Vatika, 1st Floor, Gate No.- 4, Block- A2, Kalindi
Kolkata-700 089 Tel :- 2522 0575 • 2522 7647
E-mail : rpglsa71@vsnl.com

Patient's Name : MR. PRASENJIT DAS

Age : 22 Y Sex : Mal

Patient's ID : 0409/0001

Collection Date : 12/03/04

Ref. By : Dr. C/O L . I . C . OF INDIA .

Reporting Date : 12/03/04

=====

REPORT ON EXAMINATION OF BLOOD FOR HIV TEST

=====

HIV I&II.....NEGATIVE

[TEST ARE DONE BY ORTHO DIAGNOSTICS SYSTEM, LOT NO. HVK 124/5]

THANK YOU FOR YOUR KIND REFERRAL .

Prasenjit Das

Alghna

Consultant Pathologist
Prof. C. K. Ghose
M.B.B.S., M.D., Ph.D., F.I.C.

Consultant Radiologist
Dr. L. N. Dhar
M.B.B.S., D.M.R.D., M.D. (Rad-Diag)

Consultant Pathologist
Dr. (Mrs.) K. Basu
M.B.B.S., DCP, MD

PHYSICIAN • XRAY • U.S.G. • HORMONE ASSAY • ALLERGY TEST • SPECIALIST CENTRE



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कोलकाता उपनगरीय मण्डल कार्यालय/KOLKATA SUBURBAN DIVISIONAL OFFICE
डि डि/5, सेक्टर-1, सल्टलेक, कोलकाता-700 064/DD/5, Sector-1, Salt Lake City, Kolkata 700 064

पु. बी. बी. निगम / L. I. C. I
इसकेर मुख्यालय

नियोजक का प्रमाणपत्र
CERTIFICATE BY EMPLOYER
कोलकाता / Kolkata 700064

(मृतक का पूरा नाम लिखें)

के जीवन की पालिसी संख्या.....के अन्तर्गत दावा के सम्बन्ध में।

In connection with claim under Policy No.....on the life of.

(Insert Full Name of the deceased)

मे पत्रद्वारा निम्न विवरण देता हूँ / I hereby make the following statement :

- (अ) पूरा नाम/ (a) Name in full.....
(ब) मृतक के पिता का नाम/ (b) Father's name of the deceased.....
(द) मृतक का पता / (c) Address of deceased.....
(ई) सेवा की किस्म / (d) Nature of Employment.....
(उ) सेवा प्रारंभ करने की तिथि / (e) Date of Joining service.....

- (अ) मृतक के काम पर जाने की अंतिम तिथि
(a) Date on which the deceased last attended duties.....

NOT APPLICABLE

- (ब) (1) मृतक ने बीमारी की पहली शिकायत किस तिथि को दी जिसके कारण मृत्यु से तत्काल पहले उसे अनुपस्थित रहना पड़ा और।

AT L. I. C.

By

- (b) (i) On what date did deceased first complain of illness which caused his immediate absence before death and.

- (ii) बीमारी के लक्षण (ii) Symptoms complained of
(स) मृत्यु की तिथि / (c) date of death

(द) मृतक की मृत्यु के बारे में आप की किसने सूचित किया।
Who informed you of the death of the deceased.

(र) मृत्यु के समय मृतक की अनुमानित आयु।
Approximate age of deceased at death.

3. काम से अनुपस्थिति का अवधि/से	अवकाश का तिथि	विशेष अवकाश प्रकार आकस्मिक अर्जित या रोग।	अवकाश लेने का कारण	रोग अवकाश के समय में क्या चिकित्सा प्रमाणपत्र प्रस्तुत किया गया।
.....तक कीतक	Nature of leave availed	Ground on which leave sought for	In the case of sick leave whether Medical Certificate Produced
अनुपस्थिति की अवधि 3 वर्ष	Date of leave From..... To.....	Casual or Privilege or Sick		
Record or absence from duty during the period				
From 28/2/2001				
To 15/4/2001				

* प्रथम प्रीमियम रसीद के तीन वर्ष पूर्व चलान तथा मृत्यु की तिथि पर समाप्ति
 i. e. 3 year prior to FPR. Revival & end with date of death

विशेष N. B कृपया यह लिखें कि अवकाश किस प्रकार के लिये अर्जित, रोग, अ. वि.। यदि शरथ के अधीन, कृपया बताएं कि क्या चिकित्सा प्रमाणपत्र प्रस्तुत किया गया था और यदि हाँ तो अवकाश अवेदन पत्रों तथा प्रमाणपत्रों की प्रतियाँ भेजें।

Please state nature of leave availed of Casual, Privilege, Sick etc, If on grounds health, Please state whether medical certificate was produced and if so, send copies of leave applications and certificate

कर्मचारियों के लिये चिकित्सा लाभ दिया जाता है? यदि हाँ तो कृपया बीमारी और उपचार का विवरण दे दें।
 बीमारी के अन्तर्गत भूतक की तिथि/दिनांक/दिनांक से..... तक

क्या Medical Benefit Scheme for the employees in Your Office? If so, kindly give the particulars of illness and treatment for which disbursements were made under the scheme to the deceased during the period from.....

साक्षी के हस्ताक्षर	नियोजक के हस्ताक्षर
Signature.....	Signature of Employer.....
पद/Designation.....	पद/Designation.....
पता/Address.....	पता/Address.....
	दिनांक/Date.....

नोट/NOTE: साक्षी को मृतक का साक्षी होना चाहिये और न पालिसी के अंतर्गत वादेदार यदि वेपणकर्ता प्रमाणपत्र पर स्थानीय भाषा में हस्ताक्षर करता है तो साक्षी को उस के नीचे यह लिखना आवश्यक है कि प्रमाणपत्र तथा कर्मचारी को उसको समझा जाते हैं। भाषा में समझा दिया गया था और साक्षी लागू को उसके बनाने के अनुसार मरा गया।
 The witness must not be a relative of the deceased not a claimant under the Policy. If Certificate is signed in Vernacular by the Declarant the Witness is required to state below the contents of the Certificate as explained to the Declarant in vernacular and the gaps filled in at his dictation.

WITHOUT PREJUDICE

92

P. 5060 Pcs 4/02

अनुसूची ANNEXURE-I

सं. सं. P No 1781 (Rev)



भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

(गणित-संबंधित काम ए) CLAIM FORM 'A'

Without Prejudice

श्री. श्री. पी. प्रिय / L. I. C. I

पश्चिम बंगाल / West Bengal

पिन कोड - 335 / 01 - 01

कोलकाता / Calcutta

कोलकाता उपनगरीय मण्डल कार्यालय
KOLKATA SUBURBAN DIVISIONAL OFFICE

Int. No

शाखा कार्यालय/Branch Office

दावेदार का बयान/CLAIMANT'S STATEMENT

(वैधानिक रूप में पालिसी पत्र पाने हकदार व्यक्ति द्वारा आए)

(To be filled in by the person legally entitled to the Policy moneys)

(सभी उत्तर स्पष्ट लिखे जाएं। उत्तर शब्दों में दिए जाने चाहिए। कलम के निशान, बिन्दु या लकीरे उत्तर रूप में स्वीकार नहीं की जा सकती।)

(All answers to be filled in legibly. Answers must be given in words. Strokes of the pen or dots or dashes cannot be accepted as replies.)

स्थ के जीवन पर ली गई रु की बीमा भूतक का पूरा नाम लिखें।

राशि की पालिसी संख्या के दावे के मूल्य में।

In connection with claim under policy No. 423881681 for Rs. 10/000 + 10/000 + 10/000
on the life of Prosenjit Das 423881682, 423881683, 423881684, 423881685
423881686

(Insert full name of the deceased)

पालिसी के दावेदार के रूप निम्न विवरण देता हूँ। I, as the claimant under the Policy make the following statement :

दावेदार के विषय में विवरण - Particulars regarding the claimant :

i) दावेदार का नाम Name of the claimant :

DAS BISWAPIT

ii) आयु Age

iii) पता Address

34
C/O. Prasangul Dey
1A, Hazra Nara Street
Kolkata - 700023

iv) मृत बीमेदार से सम्बन्ध Relationship to the deceased life assured

Cause in Blood

v) स्वामित्व का प्रकार जिसके अन्तर्गत पालिसी राशि के लिए दावा प्रस्तुत किया गया, अर्थात् नामांकित अभ्यर्पी, निष्पादक प्रशासक भ्यासी या द्विनाधिकारी

Nature of Title under which the claim for policy money is submitted viz : Nominee, Assignee, Executor, Administrator Trustee or Beneficiary

Nominations

2. मृत बीमेदार के विषय में विवरण Particulars regarding the deceased life assured

श्री Sbrri..... Shri. V. Venkatesh Reddy

i) बीमेदार की मृत्यु का स्थान Place of death of the life assured..... Samalkota - Kalyan

ii) मृत्यु तिथि Date of death..... 10.04.2004
 मृत्यु का ठीक समय Exact time of death..... 3 AM प्रातः/अपराह्न/A. M./P. M. Contai
 iii) मृत्यु के समय बीमेदार की आयु Age of life assured at death..... 34

iv) अंतिम बीमारी की अवधि Duration of last illness..... Road - Accident

v) मृत्यु होने का तत्कालिक कारण Immediate cause of death..... Road - Accident

vi) बीमेदार का अंतिम व्यवसाय Last Occupation of the life assured..... Business

vii) बीमेदार का अंतिम पता Last Address of the life assured..... as to annular 1 (IV)

viii) मृतक के पिता का पूरा नाम Full name of deceased's father..... Radip Kumar Das

3. मृतक के जीवन पर अन्य पॉलिसियों के विषय में विवरण Particulars regarding the other Policies on the life of deceased :

पॉलिसी सं. Policy No.	बीमा राशि Sum Assured	आरी करने वाले कार्यालय तथा सेवा शाखा का नाम Name of issuing Branch	आरंभ की तिथि Date of Commencement	दोहरी दुर्घटना, अथवा विस्तारित अपगतता हितलाभ के साथ Whether with Double Accident or Extended Disability Benefits
--------------------------	--------------------------	---	--------------------------------------	--

No accept the poloise claimed for ..

4. a) मृतक स्वास्थ्य ठीक न होने की सबसे पहले शिकायत कब कब की थी ?
When did the deceased first complain of being not in usual good health ?

N/A Road - Accident

b) उस समय किस तरह की बीमारी की शिकायत हुई।
Nature of illness then complained.

N/A Road Accident

5. अंतिम बीमारी के समय चिकित्सा करने वालों के नाम
The name of the medical attendants during the last illness.

N/A Dr. Sudhangshu Sekhar Patra on after taken to hospital reason Road Accident

5. पिछले तीन वर्षों के अन्दर मृतक में त्रिन चिकित्सा में परामर्श दिया गया अथवा चिकित्सा कराई हो, उनके नाम और पते तथा प्रयोग-
 गामने शिकायत तथा लिए पर परामर्श और उनके लिपि या लिफाफे बताएं।
 6. Name and addresses of the doctors consulted during the last three years stating against each name the com-
 plaint for which he was consulted and the date or dates thereof :

मलाह लेने की तिथि या तिथियाँ Date of Dates of consultation	चिकित्सक या अस्पतालों के नाम और पते Name of the Doctor or Hospital and address	शिकायत की किसम Nature of complaint.
1.	None	a case of heart. account
2.		
3.		

मैं..... एतद्वारा घोषित करता हूँ कि कवर लिखे
 हर एक एवं सभी प्रश्नों के उत्तर सभी तरह से सत्य हैं।
 I..... Biswajit Das do hereby declare
 that the statement made herein above is true in each and every respect.

किसी भी नियम प्रचलन रीति रियाज के किसी प्रबंधन के कुछ समय तक जारी रहते हुए किसी भी चिकित्सक या अस्पताल को
 गोपनीयता के आधार पर किसी व्यक्ति की जांच करने पर प्राप्त हुई जानकारी या सूचना बताने के लिए [बिजित करते ही तो मैं एतद्वारा
 उस चिकित्सक या अस्पताल को जिसने उपरोक्त मृत बीमदार की किसी बीमारी या रोग के लिए जांचा या उपचार किया, अधिकार
 देता हूँ कि मृतक के स्वास्थ्य के विषय में जो भी जानकारी या सूचना उनको तिगम द्वारा पानिती जारी किये जाने के पक्ष या बाद में
 मिली हो, वह नियम, उसके कार्यालयों और बीपी ससाहकारों या किसी म्यायालय को स्पष्टतया कता दे।
 Notwithstanding the provisions of any law, usage, custom or convention for the time being in force
 prohibiting any physician or hospital from divulging any knowledge information acquired by him/them in atten-
 ding upon or examining a person on the ground of secrecy. I hereby authorise the physician or Hospital, who has
 attended upon or examined the aforesaid deceased life assured for any ailment or illness to divulge any knowledge
 or information regarding the deceased's state of health, which he/they may have acquired whether before or after
 the Policy was issued by the Corporation, to the Corporation, its offices and legal advisers or in any court of law.

स्थान
 Declared at Calcutta दिनांक 17th माह June 2004
 this..... day of..... 200..4... मेरे समक्ष घोषित
 दावेदार के हस्ताक्षर/अंगुठे निशान
 Signature/Thumb impression of the claimant..... Biswajit Das
 before me

स्थान Declared at Calcutta दिनांक 18/8

माह June 2004 में मेरे गमल धो गिन day of .. 2004 before me

साक्षी के हस्ताक्षर
Signature of Witness

पूरा नाम Full name Manoj Kumar
पद Designation
पता Address.....
दूरभाष Tel. No
VIJAY AGARWAL
CM's Club Member Agent
L.E.O.; Bch. L.L.K. Branch
Code No. 97029

टिप्पणी : यह बयान निम्नलिखित में से किसी एक द्वारा प्रति हस्ताक्षर होना चाहिए (1) अधिकांक (2) निगम का अधिकारी (जोबमण्डल प्रबंधक कलब उससे ऊपर के अधिकारी कतब का सदस्य है (3) बैंक प्रबंधक (4) प्रखंड विकास अधिकारी (5) अर्थात् आयुक्त (6) डाक्टर (7) राजपदित अधिकारी (8) किमी हाईस्कूल का प्राधानाध्यापक (9) प्रमुख ठाकुराल अथवा विभागीय डाकपाल (किंतु शाला डाकपाल नहीं) (10) दण्डाधिकारी (11) निगम का अधिकारी या अधिकांक या विकास अधिकार (जिसने 5 वर्ष तक विकास अधिकारी के रूप में काम दिया है (12) अथवा ग्राम पंचायत या स्थानीय निगम का आमसक्ष।
5 वर्ष के स्थायी निसे अःकतार्की में से विमुक्त जो. म प्र, णा या. क्ष प्र. या क्ष. या अध्यक्ष कलब सदस्यों के स्थायी वि अ के सेप में विमुक्त होनु के प्रर सदस्य थे।

NOTE : (This statement must be countersigned by (1) an Advocate (2) an Agent of the Corporation (who is a member of an Agent's Club at the level of Divisional Manager's Club or above) (3) a Bank Manager, (4) a Block Development Officer (5) a Commissioner or Oaths, (6) a Doctor, (7) a Gazetted Officer, (8) a Head Master of a High School (9) a Head Post Master or Department Sub-Post Master (but not a Branch Post Master) (10) a Magistrate (11) an Officer or Superintendent or a Development Officer of atleast 5 years standing or confirmed recruited from the Agents who were DM's or BM's club member before joining as Development Officer or (12) President of a Village Panchayat or Local Body.

यदि घोषणाकर्ता किसी प्रादेशिक भाषा में हस्ताक्षर करता है या अंगूठे का निशान लगाता है तो साक्षी निम्नलिखित घोषणा पर भी हस्ताक्षर चाहिए ?
IF THE DECLARANT SIGNS IN VERNACULARS OR AFFIXES THUMB IMPRESSION THE WITNESS SHOULD ALSO SIGN THE FOLLOWING DECLARATION :

प्रामाणित किया जाता है कि इस फार्म के विवरण घोषणाकर्ता को उसके द्वारा समझो जाने वाली भाषा में समझा दिया गया और उसने विवरण को भलीभांति समझ लेने के बाद ही यहाँ पर अपने हस्ताक्षर किये हैं/ अपना अंगूठा निशान लगाया है।
CERTIFIED THAT THE CONTENTS OF THIS FORM WERE EXPLAINED TO THE DECLARANT OF VERNACULAR AND HE/SHE HAS AFFIXED HIS/HER SIGNATURE/THUMB IMPRESSION HERETO AFTER FULLY UNDERSTANDING THE SAME

हस्ताक्षर Signature
पूरा नाम Full Name
पद Designation
पता Address
दूरभाष Tel. No

96

Annexure 2



भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

CF-335, SEC-I, SALT LAKE BRANCH
SALT LAKE, KOLKATA-64
(033) 337-5007/6343/3880
PIN: 700064

FIRST PREMIUM RECEIPT (K.S.D.O.)

Branch Office SALT LAKE BRANCH

Policy No. 423801681

Policy Number Date of Issue	Short Name Plan	Sum Assured	Debit Mode	Premium	Particulars of Terms of Acceptance if not as proposed.
423801681 28/02/2004	DAS 014-40-40	101000	GLY	587.00 0.00	Instalment Annual Acc. premium
BISWAJIT DAS PROSENJIT DAS				31/03/2004	How Accepted Clause Nos Nominee & Proposed Date
C/O BISWAJIT LAYEK; 1A HARI SAVA ST KOLKATA, 700023				19/08/1981	Date of Birth
				28/02/2044 28/11/2043	Date of Maturity
				23 YES	Date of Last Payment Age & Whether Admitted

GIVEN IN DUPLICATE: AGENCY CODE : 97633411 DEV OFF : 0000000
 The amount for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at
 with A.R. & O.B. We have also received the amount noted in the schedule being the First premium on the policy
 of the plan and amount indicated there in. The Acceptance of the payment places the Corporation on risk with effect
 of this Acceptance-cum-First Premium Receipt or if the Proposal is under the Children Deferred Assurance Plan from
 the date of issue of this receipt. The issue of this receipt is also subject to the realisation of the amount in Cash and the terms and conditions of acceptance
 printed overleaf.

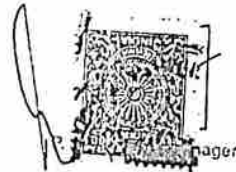
Additional Premium of Rs

~~NIL~~ also adjusted

05/2004

Date &

31/03/2004



TERMS & CONDITIONS OF ACCEPTANCE

The insured must not make any change in your occupation or any adverse circumstances connected with your financial position or
 health or that of your family however unimportant you may consider the same occurs between the date of
 issue of this Receipt or if a proposal for assurance or an application for revival of a policy on your life made to any
 other insurance company since the date of this proposal been withdrawn or dropped deferred or declined or accepted at an
 amount not exceeding the sum assured or subject to alteration on terms otherwise than as proposed or if you have been selected for service in any of
 the armed forces of the Government or in any of the Indian States or in any of the Indian Air Force services between the date of this proposal and the date of issue of this receipt this
 acceptance will be void and all moneys which shall have been paid in respect thereof forfeited unless intimation of such event be
 made in writing to the Corporation and this acceptance of proposal be reapproved by the Corporation.
**IF YOU DO NOT RECEIVE POLICY WITHIN TWO MONTHS PLEASE WRITE TO THE CONCERNED BRANCH OFFICE
 MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE.**

P.T.O.



भारतीय जीवन बीमा निगम
 Life Insurance Corporation of India
 CF-335, SEC-1, SALT LAKE BRANCH, Address:
 SALT LAKE, KOLKATA-64
 (K.S.D.O.) 337-3007/6343/3880
 PIN: 700064

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FIRST PREMIUM RECEIPT (K.S.D.O.) Policy No: 423881682
 SALT LAKE BRANCH

Policy Number Date of Risk	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.
423881682	P DAS		28	626.00	Instalment
28/02/2004	014-39	101000	QLY	101.00	Annual Acc. premium
BISWAJIT DAS			014433	31/03/2004	How Accepted Clause Nos.
PROSENJIT DAS					Nominee & Proposal Date
C/O BISWAJIT LAYEK; 1A HARI SAVA ST KOLKATA, 700023				19/08/1981	Date of Birth
				28/02/2043	Date of Maturity
				28/11/2042	Date of Last Payment
				23 YES	Age & Whether Admitted

RAJIO FORMS - PH : 2401-4121/4113

AGENCY CODE : 97633411 DEV OFF : 000000
 your proposal for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at ordinary rates/with AB & DB. We have also received the amount noted in the schedule being the First premium on the policy from date of this Acceptance-cum-First Premium Receipt or if the Proposal is under the Children Deferred Assurance Plan from the deferred date on terms & conditions of the policy of assurance which will be sent shortly. The issue of this receipt is also subject to the realisation of the amount in Cash and the terms and conditions of acceptance printed hereon.

Additional Premium of Rs. _____
 due _____ also adjusted
 Balance held in Deposit Rs. NIL
 Next Premium falls Due 05/2004

P. Sr. / Br. Manager

Prepared by _____ Date & 31/03/2004

TERMS & CONDITIONS OF ACCEPTANCE
 I hereby declare that if any change in your occupation or any adverse circumstances connected with your financial position or general health of yourself or that of your family however unimportant you may consider the same occurs between the date of proposal and the date of this Receipt or if a proposal for assurance or an application for revival of a policy on your life made to any Office of the Corporation has since the date of this proposal been withdrawn or dropped deferred or declined or accepted at an increased premium or subject to alteration on terms otherwise than as proposed or if you have been selected for service in any of the branches of Military Naval or Airforce services between the date of this proposal and the date of issue of this receipt this assurance will be invalid and all moneys which shall have been paid in respect thereof forfeited unless intimation of such event be made in writing to the Corporation and this acceptance of proposal be reapproved by the Corporation.
 IF YOU DO NOT RECEIVE POLICY WITHIN TWO MONTHS PLEASE WRITE TO THE CONCERNED BRANCH OFFICE
 MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE. P.T.O.

201



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

CF-335, SEC-I, SALT LAKE BRANCH
SALT LAKE, KOLKATA-64
(033) 337-5007/6343/3880
PIN: 700064

FIRST PREMIUM RECEIPT (K.S.D.O.)
Branch Office: SALT LAKE BRANCH

Policy No : 423881683

Policy Number Date of Risk	Short Name Plan	Sum Assured	Dist Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.
423881683 28/02/2004	DAS Q14-37-37	101000	GLY	631.00 0.00	
BISWAJIT DAS		014431	31/03/2004		How Accepted Clause Nos.
PROSENJIT DAS			19/08/1981		Nominee & Proposal Date
C/O BISWAJIT LAYEK; 1A HARI SAVA ST KOLKATA, 700023			28/02/2041 28/11/2040		Date of Birth
			23 YES		Date of Maturity
					Date of Last Payment
					Age & Whether Admitted

Dear Sir/Madam:
AGENCY CODE : 97633411 DEV.OFF : 0000000
Your proposal for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at the rates with AB & DB. We have also received the amount noted in the schedule being the First premium on the policy for the plan and amount indicated there in. The Acceptance of the payment places the Corporation on risk with effect from the date of this Acceptance-cum-First Premium Receipt or if the Proposal is under the Children Deferred Assurance Plan from the deferred date on terms & conditions of the policy of assurance which will be sent shortly.
The issue of this receipt is also subject to the realisation of the amount in Cash and the terms and conditions of acceptance printed overleaf.

Additional Premium of Rs. _____
Date _____ NIL also adjusted

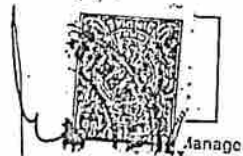
Balance held in Deposit Rs. 05/2004

Next Premium Fall Due

Accepted by

Date &

31/03/2004



Manager

TERMS & CONDITIONS OF ACCEPTANCE

Important to note that if any change in your occupation or any adverse circumstances connected with your financial position or general health of yourself or that of your family however unimportant you may consider the same occurs between the date of issue of this Receipt and the date of this Receipt or if a proposal for assurance or an application for revival of a policy on your life made to any branch of the Corporation has since the date of this proposal been withdrawn or dropped deferred or declined or accepted at an increased premium or subject to alteration on terms otherwise than as proposed or if you have been selected for service in any of the branches of Military Naval or Airforce services between the date of this proposal and the date of issue of this receipt this assurance will be invalid and all moneys which shall have been paid in respect thereof forfeited unless intimation of such event be made in writing to the Corporation and this acceptance of proposal be reapproved by the Corporation.
IF YOU DO NOT RECEIVE POLICY WITHIN TWO MONTHS PLEASE WRITE TO THE CONCERNED BRANCH OFFICE
MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE
P.T.O.



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

(If ver. /)
CF-335, SEC-I, SALT LAKE BRANCH Address
SALT LAKE, KOLKATA-64
(3) 337-5007/6343/3880
PIN: 700064

99

0041

FIRST PREMIUM RECEIPT (K.S.D.O.)

Branch Office

SALT LAKE BRANCH

Policy No.

423881684

Policy Number Date of Risk	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.
423881684 28/02/2004	P DAS 014-38	101000	28 GLY	615.00 0.00	
BISWAJIT DAS		014430	31/03/2004		How Accepted Clause Nos. Nominee & Proposal Date
PROSENJIT DAS			19/08/1981		Date of Birth
C/O BISWAJIT LAYEK: 1A HARI SAVA ST, KOLKATA,			28/02/2042 28/11/2041		Date of Maturity Date of Last Payment
700023			23 YES		Age & Whether Admitted

GIVE/NO

AGENCY CODE : 97633411 DEV.OFF. : 0000000

Your proposal for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at ordinary rates/with AB & DB. We have also received the amount noted in the schedule being the First premium on the policy assurance for the plan and amount indicated there in. The Acceptance of the payment places the Corporation on risk with effect from date of this Acceptance-cum-First Premium Receipt or if the Proposal is under the Children Deferred Assurance Plan from the deferred date on terms & conditions of the policy of assurance which will be sent shortly. The issue of this receipt is also subject to the realisation of the amount in Cash and the terms and conditions of acceptance printed overleaf.

Additional Premium of Rs.

Due NIL also adjusted

Balance held in Deposit Rs.

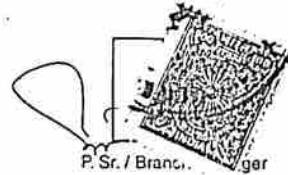
05/2004

Next premium falls Due

Prepared by

Date &

31/03/2004



TERMS & CONDITIONS OF ACCEPTANCE

Important to note that if any change in your occupation or any adverse circumstances connected with your financial position or general health of yourself or that of your family however unimportant you may consider the same occurs between the date of proposal and the date of this Receipt or if a proposal for assurance or an application for revival of a policy on your life made to any Office of the Corporation has since the date of this proposal been withdrawn or dropped, deferred or declined or accepted at an increased premium or subject to alteration on terms otherwise than as proposed or if you have been selected for service in any of the branches of Military Naval or Airforce services between the date of this proposal and the date of issue of this receipt this assurance will be invalid and all moneys which shall have been paid in respect thereof forfeited unless intimation of such event be made in writing to the Corporation and this acceptance of proposal be reapproved by the Corporation.

IF YOU DO NOT RECEIVE POLICY WITHIN TWO MONTHS PLEASE WRITE TO THE CONCERNED BRANCH OFFICE MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE. P.T.O.

PAPIO FORMS - PH: 2401-4121/4411



भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

CF-335, SEC-I, SALT LAKE BRANCH
SALT LAKE, KOLKATA-64
(033) 337-5007/6343/3680
PIN: 700064

FIRST PREMIUM RECEIPT (K.S.D.O.)

Branch Office: SALT LAKE BRANCH

Policy No.: 423881685

Policy Number Type of Risk	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.
423881685	DAS		28	376.00	Instalment
28/02/2004	014-41-41	101000	GLY	0.00	Annual Acc. premium
					How Accepted Clause Nos.
BISWAJIT DAS		014429		31/03/2004	Nominee & Proposal Date
PROSENJIT DAS				19/08/1981	Date of Birth
C/O BISWAJIT LAYEK; 1A HARI SAVA ST KOLKATA,				28/02/2043	Date of Maturity
700023				28/11/2044	Date of Last Payment
				23 YES	Ago & Whether Admitted

Dear Sir/Madam:
 Your proposal for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at the rates with AB & DB. We have also received the amount noted in the schedule being the First premium on the policy for the plan and amount indicated there in. The Acceptance of the payment places the Corporation on risk with effect from the date of this Acceptance-cum-First Premium Receipt or if the Proposal is under the Children Deferred Assurance Plan from the deferred date on terms & conditions of the policy of assurance which will be sent shortly.
 The issue of this receipt is also subject to the realisation of the amount in Cash and the terms and conditions of acceptance printed hereon.

Additional Premium of Rs. _____

also adjusted _____ NIL _____

Additional Deposit Rs. _____

Next Premium Due 05/2004

Prepared by _____

Date &

31/03/2004



TERMS & CONDITIONS OF ACCEPTANCE

Important to note that if any change in your occupation or any adverse circumstances connected with your financial position or general health of yourself or that of your family however unimportant you may consider the same occurs between the date of issue of this receipt and the date of this receipt or if a proposal for assurance or an application for revival of a policy on your life made to any branch of the Corporation has since the date of this proposal been withdrawn or dropped deferred or declined or accepted at an increased premium or subject to alteration on terms otherwise than as proposed or if you have been selected for service in any of the branches of Military Naval or Airforce services between the date of this proposal and the date of issue of this receipt this assurance will be invalid and all moneys which shall have been paid in respect thereof forfeited unless intimation of such event be made in writing to the Corporation and this acceptance of proposal be reapproved by the Corporation.

IF YOU DO NOT RECEIVE POLICY WITHIN TWO MONTHS PLEASE WRITE TO THE CONCERNED BRANCH OFFICE
 MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE. P.T.O.



भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

(# ver. /
CF-335, SEC-I, SALT LAKE BRANCH, Address,
SALT LAKE, KOLKATA-64
337-5007/6343/3880
PIN: 700064

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FIRST PREMIUM RECEIPT (K.S.D.O.)

Branch Office

SALT LAKE BRANCH

Policy No.

423881686

Policy Number Date of Risk	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of forms of Acceptance if not as proposed.
423881686 28/02/2004	P DAS 164-25	1000000	28 HLY	1325.00 0.00	Instalment Annual Acc. premium
BISWAJIT DAS		014426	31/03/2004		How Accepted Clause Nos.
PROSENJIT DAS			19/08/1981		Nominee & Proposal Date
C/O BISWAJIT LAYER; 1A HARI SAVA ST KOLKATA, 700023			28/02/2029 28/08/2028		Date of Birth Date of Maturity Date of Last Payment
			23 YES		Agg & Whether Admitted

RAPID FORMS - PH: 241-1214413

AGENCY CODE: 37633411 DEV OFF: 000000

Your proposal for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at ordinary rates with AB & DB. We have also received the amount noted in the schedule being the First premium on the policy for the plan and amount indicated there in. The Acceptance of the payment places the Corporation on risk with effect from date of this Acceptance-cum-First Premium Receipt or if the Proposal is under the Children Deferred Assurance Plan from the deferred date on terms & conditions of the policy of assurance which will be sent shortly. The issue of this receipt is also subject to the realisation of the amount in Cash and the terms and conditions of acceptance noted on schedule.

Balance of Premium of Rs. _____
due _____ also adjusted
Balance held in Deposit Rs. NIL
Next Premium falls Due 08/2004
Prepared by _____

P. Srivastava
Branch Manager

Date & 31/03/2004

TERMS & CONDITIONS OF ACCEPTANCE

Important to note that if any change in your occupation or any adverse circumstances connected with your financial position or general health of yourself or that of your family however unimportant you may consider the same occurs between the date of proposal and the date of this Receipt or if a proposal for assurance or an application for revival of a policy on your life made to any Office of the Corporation has since the date of this proposal been withdrawn or dropped deferred or declined or accepted at an increased premium or subject to alteration on terms otherwise than as proposed or if you have been selected for service in any of the branches of Military Naval or Airforce services between the date of this proposal and the date of issue of this receipt this assurance will be invalid and all monies which shall have been paid in respect thereof forfeited unless intimation of such event be made in writing to the Corporation and this acceptance of proposal be reapproved by the Corporation.
PLEASE PAY THE NEXT PREMIUM WHEN DUE.
PLEASE WHITE TO THE CONCERNED BRANCH OFFICE
P.T.O.

Anne

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ENCLOSURE



नाइक इमिडरेशन कर्पोरेशन अफ इण्डिया
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कलकत्ता उपनगरीय मंडल कार्यालय, जीवन प्रभा, ईडी-5, सेक्टर-1, साउथलेक सिटी, कलकत्ता-700054
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sec-1, Sall Lake City, Kolkata-64

To,
Shri Vijay Agarwal, (LICI Agent),
Agency Code No: 97633411,
7, Hari Sabha Street,
KOLKATA-700023,

Date: 10-08-2005

PER REGISTERED A/D POST.

Dear Sir,

Re: Withdrawal of your authority for giving M.H.R.
Ref: Death Claim under Policy Nos.(1) 423881681 (2) 423881682
(3) 423881683 (4) 423881684, (5) 423881685 & (6) 423881686
on the life of Late Praserjit Das.

On examination of all the relevant papers (original proposal papers and other reports including original medical examination reports) pertaining to all the six policies mentioned above which are found to be a case of bad claim, it is decided to withdraw the authority of authorization of any Moral Hazard Report from you with immediate effect.

This is for your information.

Yours faithfully,


SR. DIVISIONAL-MANAGER
hr SA L



103
नाशेक श्रेष्ठिउत्तरेम कर्पोरेशन अक श्रेष्ठिया
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कोलकाता उपनगर मण्डल कार्यालय, डीडी-5, सेक्टर-1, सल्लेक सीटी, कोलकाता - 700 064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sec. - 1, Salt Lake City, Kolkata - 700 064

Ref: KSDO/P&IR/

CONFIDENTIAL

October 30, 2006

Shri Vijay Aggarwal
Agent, Code No. 97633411
LIC of India
Salt Lake BO

Dear Sir,

Re: Early Death Claim under Pol.No. 423881681 - 86
on the life of P.Das (Dec.)

This is to inform you that you had procured life insurance business on the life of one Prasenjit Das (Dec.) totaling assurance of Rs.15,05000/-. The policies under reference have resulted in early death claim. On being reviewed by the competent authority the following anomalies have been noticed.

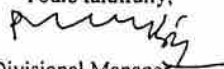
1. All the policies were adjusted against a proposal deposit vide BOC No. 11657 on 13.02.04 in the name of one Shri R.L.Gupta and no deposit was made in the name of the deceased policy holder.
2. All proposals though dtd. 05.03.04 were registered on 16.04.04 i.e. after the death. No information regarding the death of life assured was given to the office before registration.
3. It has been established that the proposals relating to the said policies were not signed by the Life Assured.
4. In the proposal, a cousin brother, a Shri Biswajit Das, was named as nominee while the parents of the deceased is alive - thus insurable interest is under question.

On examining the papers the Central Vigilance Officer, LIC, Central Office, Mumbai has registered a regular vigilance case bearing no. vig/EZ/811/9629.

Thus, in the meantime the undersigned, in his right as the Disciplinary Authority directs you, Shri Vijay Aggarwal, not to solicit or procure new life insurance business in accordance with Rule 16(3) of (Agents) Rules 1972, till finalization of the above vigilance case.

Encl: As stated.

Yours faithfully,


Sr. Divisional Manager
K. A. S.

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(AGENTS) REGULATIONS, 1972

(Published in the Gazette of India Extraordinary dated 1st May 1972)

Answer pls

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LIFE INSURANCE CORPORATION OF INDIA (AGENTS) REGULATIONS, 1972

Whereas it is necessary to frame regulations defining the method of recruitment of agents of the Life Insurance Corporation of India and the terms and conditions of their appointment and work, the Corporation, in exercise of the powers vested in it under section 49 of the Life Insurance Corporation Act, 1956 (31 of 1956), and with the previous approval of the Central Government, hereby makes the following regulations, namely:—

- 1. Short title and commencement:
 - (1) These regulations may be called the Life Insurance Corporation of India (Agents) Regulations, 1972.
 - (2) They shall come into force on the date of their publication in the Gazette of India.

- 2. Application:

These regulations shall apply to all agents appointed in India by the Corporation in respect of life insurance business.

- 3. Definitions:
 - (1) In these regulations, unless the context otherwise requires,
 - (a) "absorbed agent" means an agent who is deemed to have been appointed under sub-regulation (4) of regulation 4;
 - (b) "agent" means a person who has been appointed under regulation 4 of these regulations and includes an absorbed agent;
 - (c) "agency year"
 - (i) in relation to an agent other than an absorbed agent means:
 - (A) in the first year of his appointment, the period from the date of his appointment to the end of the month in which he completes twelve months as an agent (hereinafter referred to as the first agency year of such agent); and
 - (B) in the subsequent years of his appointment, every successive period of twelve months following the completion of the first agency year; and
 - (ii) in relation to an absorbed agent, means:
 - (A) the period of twelve months from the date following the date on which he had completed the last year of his agency before the published day (hereinafter referred to as the first agency year of such agent) and
 - (B) in the subsequent years of his appointment every successive period of twelve months following the completion of the first agency year;

Provided that in the case of an agent on whom a notice has been served under sub-regulation (5) of regulation 4, subsequent agency years shall be taken to mean every successive period of twelve months computed from the date mentioned in the notice.

- (d) "ascertained", with reference to population, means ascertained from the latest Census Report of the Government of India;
- (e) "competent authority" means the authority specified in column (3) of Schedule I to discharge the functions mentioned in the corresponding entries in column (2) thereof;
- (f) "Insurance Act" means the Insurance Act, 1938 (4 of 1938);

(g) "modified previous guarantee", in relation to an absorbed agent, means the following completed business in an agency year:

- (i) if he was working in a city or town group with an ascertained population of one lakh or above,
- (ii) if he was working in any other place,

Rs. 40,000 sum assured under life insurance policies on six different lives.

Rs. 20,000 sum assured under life insurance policies on six different lives.

(h) "previous guarantee", in relation to an absorbed agent, means the following completed business in an agency year:

- (i) if he was working in a city or town group with an ascertained population of one lakh or above,
- (ii) if he was working in any other place,

Rs. 40,000 sum assured under life insurance policies on six different lives, or general insurance premium income of Rs. 4,800, or combination of life insurance business and general insurance business deemed equivalent under the letter of appointment issued before the published day.

Rs. 20,000 sum assured under life insurance policies on six different lives or general insurance premium income of Rs. 2,400, or combination of life insurance business and general insurance business deemed equivalent under the letter of appointment issued before the published day.

(i) "published day" means the date on which these regulations are published in the Gazette of India.

(j) "Schedule" means a Schedule appended to these regulations.

(k) "specified" means specified by the Managing Director by instructions or directions issued under regulation 25.

(2) All words and expressions used herein and not defined herein but defined either in the Insurance Act or in the Life Insurance Corporation Act, 1956 (31 of 1956) or in the Life Insurance Corporation Regulations, 1959, shall have the meanings respectively assigned to them in the relevant Act or Regulations.

4. Appointment of agents:

- (1) Agents may be appointed in any place for the purpose of soliciting or procuring life insurance business for the Corporation.
- (2) All appointments shall be made by the competent authority after interviewing the candidates and satisfying itself about their suitability.
- (3) In making the appointments, the competent Authority shall be guided by such rules of procedure as may be specified from time to time.
- (4) On and from the published day, every person, who was immediately before that day acting on behalf of the Corporation as an insurance agent as defined in the Insurance Act in respect of its life insurance business, shall be deemed to be an agent appointed and confirmed under these regulations from such day:

provided that for the purpose of computing the period of his work as an agent and any other thing under these regulations, the period during which he was continuously acting on behalf of the Corporation, as an insurance agent immediately before the published day (excluding any

period prior to the 1st September, 1956) shall be taken into account and for the purpose of ascertaining his business in force or the renewal premium income in respect of such business on any date, the business completed by him in the period during which he was continuously acting as an insurance agent immediately before the published day shall be taken into account:

Provided further that if any such person within ninety days from the published day, by notice in writing to the Divisional Manager, intimates his intention to discontinue his agency, he shall not be deemed to be an agent under these regulations, but his agency shall stand terminated at the expiry of a period of thirty days from the date of receipt of such notice by the Divisional Manager, and the provisions of the letter of appointment by which he was governed immediately before the published day shall apply as regards the settlement of his account and the benefits admissible to him on such termination.

(5) Notwithstanding anything contained in the foregoing sub-regulations, the competent authority may, by notice in writing to an agent, direct that his agency year shall be every successive period of twelve months from the date mentioned in the notice:

Provided that the date so mentioned in the notice shall be the first of a calendar month.

5. Qualification of agents:

- (1) No person shall be appointed as an agent:
 - (a) if he has not completed 18 years of age; or
 - (b) if he does not possess a valid licence issued under section 42 of the Insurance Act; or
 - (c) if he has not passed the matriculation examination, or an examination recognised as equivalent thereto by the Corporation, in case he is to be appointed in a town or a city with an ascertained population of one lakh or above, and at least 8th standard in case he is to be appointed at any other place:
- Provided that the competent authority may, for reasons to be recorded in writing, relax the requirement specified in the clause.
- (2) Subject to such conditions as may be specified, any society, association, panchayat or other body may be appointed as an agent if it is licensed to act as an insurance agent under section 42 of the Insurance Act and the provisions of these regulations shall, as far as may be, apply to such agent as they apply to an agent who is an individual.
 - (3) Subject to the provisions of these regulations and regulation 29 of the Life Insurance Corporation of India (Staff) Regulations, 1960, an employee of the Corporation may be appointed as an agent.

6. Training and tests:

Every agent appointed under these regulations shall, unless exempted under sub-regulation (3) of regulation 7, undergo such training and pass such tests as may be specified and every absorbed agent shall, if called upon to do so, undergo the aforesaid training and tests.

7. Probation:

- (1) Subject to the provisions of sub-regulation (3) and sub-regulation (4), an agent appointed on or after the published day shall be on probation initially for a period of 6 months from the date of his appointment and thereafter until he is confirmed in accordance with the provisions hereinafter contained.
- (2) The competent authority may confirm the agent in his appointment if it is satisfied that he has successfully undergone the specified training and passed the specified tests and if his work, record and conduct have been satisfactory.
- (3) The competent authority may:
 - (a) reduce the period of probation of an agent and confirm him in his appointment if he has successfully undergone the specified training and passed the specified tests;
 - (b) if it is satisfied that such training or tests need not be insisted upon for confirming him in his appointment, waive the period of probation and in that case it shall record in writing the reasons for such waiver.

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13. (4) The period of probation of an agent shall, in no case, exceed ^{one} ~~three~~ agency year, and unless the is confirmed within the aforesaid period his appointment shall be terminated.

(5) So long as an agent is on probation, the competent authority may terminate his appointment without any notice and without assigning any reason therefor.

(6) Nothing contained in this regulation shall be deemed to affect the provisions of regulation already secured.

8. Functions of agents:

(1) Every agent shall solicit and procure new life insurance business which shall not be less than the minimum prescribed in these regulations and shall endeavour to conserve the business already secured.

(2) In procuring new life insurance business, an agent shall:

(a) take into consideration the needs of the proposers for life insurance and their capacity to pay premiums;

(b) make all reasonable inquiries in regard to the lives to be insured before recommending proposals for acceptance, and bring to the notice of the Corporation any circumstances which may adversely affect the risk to be underwritten;

(c) take all reasonable steps to ensure that the age of the life assured is admitted at the commencement of the policy; and

(d) not interfere with any proposal introduced by any other agent.

(3) Every agent shall, with a view to conserving the business already secured, maintain contact with all persons who have become policy-holders of the Corporation through him and shall:

(a) advise every policy-holder to effect nomination or assignment in respect of his policy and offer necessary assistance in this behalf;

(b) endeavour to ensure that every instalment of premium is remitted by the policy-holder to the Corporation within the period of grace;

(c) endeavour to prevent the lapsing of a policy or its conversion into a paid-up policy; and

(d) render all reasonable assistance to the claimants in filling claim forms and generally in complying with the requirements laid down in relation to settlement of claims.

(4) Nothing contained in these regulations shall be deemed to confer any authority on an agent to collect any moneys or to accept any risk for or on behalf of the Corporation or to bind the Corporation in any manner whatsoever:

Provided that an agent may be authorised by the Corporation to collect and remit renewal premiums under policies on such conditions as may be specified.

9. Minimum amount of business to be secured by agents:

(1) An agent, other than an absorbed agent, shall bring in the following business in his first agency year:

(a) if he is working in a City, Urban agglomeration or Town with an ascertained population of five lakhs or above—proposals resulting in policies for not less than Rs. 75,000 sum assured on at least twelve different lives; or

(b) if he is working in a City, Urban agglomeration or Town with an ascertained population of one lakh or above, but less than five lakhs—proposals resulting in policies for not less than Rs. 60,000 sum assured on at least twelve different lives; or

(c) if he is working in any other place with an ascertained population of less than one lakh—proposals resulting in policies for not less than Rs. 40,000 sum assured on at least twelve different lives.

(2) In the second or subsequent agency year, the agent shall bring in the following business for each year:

(a) if he is working in a City, Urban agglomeration or Town with an ascertained population of five lakhs or above—proposals resulting in policies for not less than Rs. 1,00,000 sum assured on at least twelve different lives; or

(b) if he is working in a City, Urban agglomeration or Town with an ascertained population of one lakh or above, but less than five lakhs—proposals resulting in policies for not less than Rs. 75,000 sum assured on at least twelve different lives; or

(c) if he is working in any other place with an ascertained population of less than one lakh—proposals resulting in policies for not less than Rs. 60,000 sum assured on at least twelve different lives.

(b) if he is working in a City, Urban agglomeration or Town with an ascertained population of one lakh or above, but less than five lakhs—proposals resulting in policies for not less than Rs. 75,000 sum assured on at least twelve different lives; or

(c) if he is working in any other place with an ascertained population of less than one lakh—proposals resulting in policies for not less than Rs. 60,000 sum assured on at least twelve different lives.

(3) An absorbed agent shall bring in the following business:

(a) in the first agency year—proposals resulting in a completed business of not less than what was required of him in accordance with the provisions of the letter of appointment by which he was governed immediately before the published day;

(b) in the second agency year—not less than the modified previous guarantee;

(c) in the third or fourth agency year—proposals resulting in a completed business of not less than the modified previous guarantee, or a completed business amounting to one half of the sum assured which would be required if sub-regulation (2) were applicable to him but on at least six different lives, whichever is higher; and

(d) in the fifth or subsequent agency year—business in accordance with the provisions contained in sub-regulation (2).

(4) Notwithstanding anything contained in sub-regulation (2) or sub-regulation (3), an agent shall be exempt from bringing in the business required of him under the said sub-regulation if he has continuously worked for the Corporation as an agent for a period of:

(a) not less than 21 years; or

(b) at least fifteen years and he is at least 55 years of age; or

(c) fifteen years and at any time subsequent thereto there is business in force in the books of the Corporation under his agency yielding a renewal premium income of not less than Rs. 40,000 per annum.

10. Payment of commission to agents:

(1) As compensation and remuneration for the discharge of all his functions under these regulations, an agent shall be paid commission at the rates set out in Schedule II on the first year premiums and renewal premiums received during the continuance of his agency in respect of the completed business under his agency.

(2) An agent shall, in addition to the commission payable under sub-regulation (1), be entitled to bonus commission on first year premiums as provided in Schedule III.

(3) (a) Notwithstanding anything contained in sub-regulation (1) and sub-regulation (2), an agent who has been confirmed may, at any time during the continuance of his agency, opt to receive commission as provided in Schedule IV.

(b) Where an option under clause (a) is exercised, the commission and bonus commission payable to the agent shall be at the rates set out in Schedule IV and Schedule V respectively in respect of the business which may be completed in his agency from the commencement of the agency year following the date on which he exercises the option, but in respect of the business completed in his agency up to the end of the agency year in which he exercises the option, the commission or bonus commission payable to him shall be as provided in Schedule II and Schedule III respectively.

(c) The option once exercised under clause (a) shall be final and irrevocable.

(4) Save as hereinafter provided, no agent shall be paid any commission or remuneration in respect of any policy not effected through him:

Provided that where a policy of life insurance has lapsed and it cannot under the terms and conditions applicable to it be revived without further medical examination of the person whose life was insured thereby and where notice has been given in writing to the agent through whom the policy was effected (if such agent continues to be an agent of the Corporation), to effect the revival of the policy within a specified period of not less than one month from the date of receipt

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by him of the notice and the policy is not so revived, the Corporation may pay to another agent who effects the revival of the policy an amount calculated at a rate not exceeding half the rate of commission at which the agent through whom the policy was effected would have been paid had the policy not lapsed, on the sum payable on revival of the policy on account of arrear premiums (excluding any interest on such arrear premiums) and also on the subsequent renewal premiums payable on the policy.

(3) Notwithstanding anything contained in sub-regulation (1), sub-regulation (2) and sub-regulation (3), an agent who is on probation shall be entitled only to the commission payable on the first year premiums received in respect of the business completed during the continuance of his agency and not to the bonus commission or commission on renewal premiums in respect of such business.

Provided that the agent shall, on his confirmation, be entitled to the bonus commission or commission on renewal premiums in respect of such business.

(6) Save as provided by regulation 19, no commission shall be payable to an agent after he has ceased to be such agent.

11. Gratuity and term insurance benefits:

The Gratuity and term insurance benefits admissible in the case of an agent shall be as set out in Schedule VI:

Provided that where the appointment of any person who was acting on behalf of the Corporation as an insurance agent as defined in the Insurance Act has been terminated on or after the 1st September, 1971, but before the published day, except for fraud, or where any person who was so acting as an insurance agent on behalf of the Corporation has died on or after the 1st September, 1971, but before the published day, he or his heirs, as the case may be, shall be paid an amount which shall be equal to the gratuity payable in his case had these regulations been in force on the date of termination of his appointment or his death:

Provided further that where any person who was so acting as an insurance agent on behalf of the Corporation has died on or after the 1st September, 1971, but before the published day, while his agency was subsisting, his heirs shall also be paid an amount which shall be equal to the amount of term insurance payable in his case had these regulations been in force on the date of his death.

12. Corporation's lien on agent's dues:

The Corporation shall have a first lien and charge on all moneys payable to an agent or his heirs for recovery of all debts due from him to the Corporation and may apply any such moneys directly towards realisation of such debts.

13. Termination of agency:

(1) If an agent fails to bring in the business required of him under regulation 9 in an agency year, his appointment shall stand terminated at the end of such agency year:

Provided that nothing contained herein shall apply to an agent who has been exempted under sub-regulation (4) of regulation 9 from bringing in the minimum business required under the said regulation.

(2) An agency which stands terminated under sub-regulation (1) may be reinstated by the competent authority if it is satisfied that the failure of the agent to bring in the business required of him was due to reasons beyond his control.

(3) Where an agency is reinstated under sub-regulation (2), it shall be treated as continuous for all purposes.

14. Termination of agency on cancellation of, or failure to renew, licence:
If the licence of an agent is cancelled or is not renewed in accordance with the provisions of

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section 42 of the Insurance Act, his appointment as agent shall stand terminated from the date the licence is cancelled or, as the case may be, from the date the licence ceases to be valid:

Provided that if the licence of the agent is restored or renewed, the competent authority shall, without prejudice to the provisions of regulation 16, reinstate the agency.

15. Termination of agency on account of certain disqualifications:

If an agent:

- (a) is found to be of unsound mind by a court of competent jurisdiction;
 - (b) is found to be guilty of criminal misappropriation or criminal breach of trust or cheating or forgery or an abetment of or attempt to commit any such offence by a court of competent jurisdiction;
 - (c) in any judicial proceeding, has been found to have knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the Corporation or any of its subsidiaries or against any person having official dealings with the Corporation or any of its subsidiaries.
- his appointment shall be liable to be terminated without notice and the competent authority shall forthwith terminate his appointment.

16. Termination of agency for certain lapses:

- (1) The competent authority may, by order, determine the appointment of an agent.
- (a) if he has failed to discharge his functions, as set out in regulation 8, to the satisfaction of the competent authority;
- (b) if he acts in a manner prejudicial to the interests of the Corporation or to the interests of its policyholders;
- (c) if evidence comes to its knowledge to show that he has been allowing or offering to allow rebate of the whole or any part of the commission payable to him;
- (d) if it is found that any avowment contained in his agency application or in any report furnished by him as an agent in respect of any proposal is not true;
- (e) if he becomes physically or mentally incapacitated for carrying out his functions as an agent;
- (f) if he being an absorbed agent, on being called upon to do so, fails to undergo the specified training or to pass the specified tests, within three years from the date on which he is so called upon:

Provided that the agent shall be given a reasonable opportunity to show cause against such termination.

(2) Every order of termination made under sub-regulation (1) shall be in writing and communicated to the agent concerned.

(3) Where the competent authority proposes to take action under sub-regulation (1) it may direct the agent not to solicit or procure new life insurance business until he is permitted by the competent authority to do so.

17. Termination of agency by notice:

(1) The appointment of an agent may be terminated by the competent authority at any time by giving him one month's notice thereof in writing.

(2) An agent may, by giving one month's notice in writing to the competent authority, discontinue his agency and after the expiry of the period of one month his agency shall stand terminated.

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18. Procedure in insolvency cases :

- (1) If an agent applies to a court of competent jurisdiction for being adjudged insolvent or is adjudged insolvent by such court, the competent authority may direct him to forthwith discontinue soliciting or procuring new life insurance business and the agent shall not thereupon solicit or procure new life insurance business until the court grants an absolute order of discharge and the competent authority revokes its earlier direction.
- (2) Where an agent ceases to solicit or procure new life insurance business in accordance with sub-regulation (1), the requirements of regulation 9 shall not apply.
- (3) If an agent fails to obtain an absolute order of discharge up to the end of two agency years following the agency year in which the order adjudging him insolvent was passed, his appointment shall be liable to be terminated by the competent authority by giving him three months' notice in writing.

19. Payment of commission on discontinuance of agency :

- (1) In the event of termination of the appointment of an agent, except for fraud, the commission on the premiums received in respect of the business secured by him shall be paid to him if such agent :
 - (a) has continuously worked for at least 5 years since his appointment and policies assuring a total sum of not less than Rs. 2 lakhs effected through him were in full force on a date one year before his ceasing to act as such agent ; or
 - (b) has continuously worked as an agent for at least 10 years since his appointment ; or
 - (c) being an agent whose appointment has been terminated under clause (e) of sub-regulation (1) of regulation 16 has continuously worked as an agent for at least two years from the date of his appointment and policies assuring a total sum of not less than Rs. 1 lakh effected through him were in full force on the date immediately prior to such termination :

Provided that in respect of an absorbed agent the provisions of clause (a) shall apply as if for the letters, figures and word "Rs. 2 lakhs", the letters and figures "Rs. 50,000" had been substituted.

- (2) Any commission payable to an agent under sub-regulation (1) shall, notwithstanding his death, be payable to his nominee or nominees or, if no nomination is made or is subsisting, to his heirs, so long as such commission would have been payable had the agent been alive.

(3) In the event of the death of the agent while his agency subsists, any commission payable to him had he been alive shall be paid to his nominee, or, if no nomination is made or is subsisting, to his heirs, so long as such commission would have been payable had the agent been alive, provided he had continuously worked as an agent for not less than 2 years from the date of his appointment and policies assuring a total sum of not less than Rs. 1 lakh effected through him were in full force on the date immediately prior to his death.

(4) If the renewal commission payable under sub-regulation (1) or sub-regulation (2) or sub-regulation (3) falls below Rs. 100/- in any financial year (hereinafter referred to as the said financial year), the competent authority may, notwithstanding anything contained in the said sub-regulation, commute all commission payable in subsequent financial years for a lump sum which shall be three times the amount of renewal commission paid in the said financial year, and on the payment of such lump sum to the agent or his nominee or heirs, as the case may be, no commission on the business effected through the agent shall be payable in the financial years subsequent to the said financial year.

20. Appeals :

- (1) Every agent shall have a right of appeal to the relevant appellate authority set out in Schedule VIII against an order terminating the appointment which has been passed under regulation 15 or regulation 16 or sub-regulation (1) of regulation 17 or regulation 18.

- (2) Every person submitting an appeal shall do so separately and in his own name.

(3) The appeal shall be addressed to the authority to whom the appeal lies, shall not contain any disrespectful or improper language and shall be complete in itself.

(4) The appeal shall be submitted through the authority which made the order appealed against.

(5) No appeal under this regulation shall be entertained unless it is submitted within a period of three months from the date on which the applicant receives a copy of the order appealed against :

Provided that the appellate authority may entertain the appeal after the expiry of the said period if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time.

21. Withholding of appeals :

An appeal may be withheld by the authority through whom it is sent :
(i) if it does not comply with the provisions of sub-regulation (2) or sub-regulation (3) of regulation 20 ; or

(ii) if it is not submitted within the period specified in sub-regulation (5) of regulation 20 ; and it does not set out any cause for delay ; or
(iii) if it is a repetition of an appeal already decided :

Provided that where an appeal is withheld the appellant shall be informed of the fact and the reasons therefor, and except in a case covered by clause (ii) the appeal shall be returned to the appellant and if it is resubmitted within one month thereof with suitable amendments or showing cause for delay, as the case may be, it shall not be withheld.

22. Transmission of appeal :

(1) The authority which made the order appealed against shall, within a period of three months from the date of receipt of the appeal, transmit to the appellate authority every appeal which is not withheld under regulation 21 together with its comments thereon and the relevant records.

(2) The appellate authority may direct transmission to it of any appeal withheld under regulation 21 and thereupon such appeal shall be so transmitted with the comments of the authority withholding the appeal and the relevant records.

23. Consideration of appeals :

(1) Where an appeal is received under these regulations, the appellate authority shall consider all the circumstances of the case and pass such orders as it deems fit.

Provided that the appellant shall be given a reasonable opportunity of representing his case.

(2) All appeals shall be disposed of as expeditiously as possible but not later than six months from the date of the receipt of the appeal by the appellate authority.

24. Memorial :

An agent whose appeal under these regulations, not being an appeal against an order under sub-regulation (1) of regulation 17, has been rejected by the appellate authority may address a memorial to the Chairman of the Corporation in respect of that matter within a period of three months from the date of receipt by the agent of a copy of the order of the appellate authority and the Chairman shall, after making or causing to be made such inquiry as he deems necessary, pass such order thereon as the circumstances of the case justify.

25. Power to issue instructions or directions:

The Managing Director may, from time to time, issue such instructions or directions as may be necessary to give effect to the provisions of these regulations.

26. Power to frame schemes:

The Managing Director may, with the previous approval of the Corporation frame schemes not inconsistent with these regulations to provide for:

- (a) selection and training of persons for appointment as agents;
- (b) payment of stipends;
- (c) grant of loans to agents.

27. Relaxation:

The Executive Committee referred in sub-section (1) of section 19 of the Life Insurance Corporation Act, 1956, (31 of 1956), may in the interests of the Corporation, for reasons to be recorded in its resolution, relax any of the provisions of these regulations in individual cases.

SCHEDULES

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Note: 1. Policies under Assurance Tables 1 & 2 effected at the proposer's age 56 or above will be treated as policies whereunder premium ceases at age 70 for the purpose of fixing the premium paying period.
 2. "Premium" means premium received and adjusted in respect of a policy.
 3. 1st year's premium means the premium payable on a policy for the first year, 2nd year's premium means the premium payable on a policy for the second year and so on.
 4. The commission payable on 1st year's premium will be referred to as first year commission and the commission payable on 2nd and subsequent years' premiums will be referred to as renewal commission.

Where the policy secured by the agent is under Assurance Tables Nos.:		Where the premium paying period under the policy secured by the agent is:	
15 years or more	10 to 14 years	5 to 9 years	2 to 4 years
Comm. on 1st year's premium & 2nd on subsequent years' premiums	Comm. on 1st year's premium & 2nd on subsequent years' premiums	Comm. on 2nd year's premium & 1st on subsequent years' premiums	Comm. on 1st year's premium & 2nd on subsequent years' premiums
25%	20%	10%	5%
7.5%	7.5%	5%	2.35%
14, 16 to 20, 22 to 28, 33, 34, 46 to 48	20	5	2.35
21 & 45	7.5	2	2
41 & 50	10	5	5
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Where the agent has secured a policy whereunder a single premium is payable.

FOR ALL PLANS: COMMISSION %

SCHEDULE 11
 Rates of Commission payable to agents during the continuance of the agency.
 (See regulation 10(1) and (3))

Regulation Number (1)	Nature of functions (2)	Competent authority (3)
4	Appointment of agents	Officer in charge of the Branch.
4(5)	Change of agency year	Zonal Manager.
5(1) proviso	Relaxation of educational qualifications of agents.	Divisional Manager.
7(2)	Confirmation of an agent in his appointment.	Officer in charge of the Branch.
7(3)	Reducing or dispensing with the initial period of probation of an agent.	Divisional Manager.
7(5)	Terminating the appointment of an agent on probation.	Officer in charge of the Branch.
13(2)	Reinstatement of agency when failure to bring the business required of the agent was due to reasons beyond control.	Divisional Manager.
14 proviso	Reinstatement of agency when licence is restored or renewed.	Officer in charge of the Branch.
15	Termination of agency on account of certain disqualification.	Officer in charge of the Branch.
16	Termination of agency for certain lapses and issue of direction not to solicit or procure new life insurance business.	Divisional Manager.
17(1)	Termination of agency by notice.	Managing Director.
17(2)	Acceptance of notice by an agent to discontinue agency.	Officer in charge of the Branch.
18	Direction not to solicit or procure new life insurance business/termination of agency in insolvency cases.	Divisional Manager.
19(4)	Commutation of renewal commission.	Divisional Manager.

SCHEDULE I
 (See regulation 3 (1) (e))

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SCHEDULE III

Bonus commission payable to agents
(See regulation 10 (2) and (3))

1. In this Schedule, "eligible first year commission" means the first year commission earned by an agent in any agency year excluding the commission earned under Single Premium policies, Deferred Annuity policies and Pure Endowment policies secured by him.
2. In respect of the first and second agency years, an absorbed agent falling under an entry in column (1) of the Table below shall be entitled to bonus commission at the rate set out in the corresponding entry in column (2) thereof.

TABLE

Classification (1)	Rate of bonus commission (2)
(a) If the agent has earned an eligible first year commission of Rs. 400 or more but less than Rs. 700.	20% of the eligible first year commission.
(b) If the agent has earned an eligible first year commission of Rs. 700 or more but less than Rs. 1000.	30% of the eligible first year commission.
(c) If the agent has earned an eligible first year commission of Rs. 1,000 or more.	40% of the eligible first year commission.

3. An agent shall be entitled to bonus commission at the rate of 40% of the eligible first year commission:

- (i) if he being an agent falling under an entry in item A or item B of column (1) of the Table below has secured, either:
 - (a) proposals resulting in a completed business which is on not less than the number of lives mentioned against the corresponding entry in column (2) and a first year premium income of at least the amount mentioned in the corresponding entry in column (3) thereof; or
 - (b) proposals resulting in a completed business which is on not less than one-half of the number of lives mentioned against the corresponding entry in column (2) and a first year premium income of at least one and a half times the amount mentioned in the corresponding entry in column (3); or
- (ii) if he being an agent falling under an entry in item C of column (1) of the Table below has secured proposals resulting in a completed business which is on not less than the number of lives mentioned against the corresponding entry in column (2) and a first year premium income of at least the amount mentioned in the corresponding entry in column (3) thereof.

TABLE

Classification (1)	No. of Lives (2)	First Year Premium Income (3)
A. In respect of the first agency year of an agent other than an absorbed agent:		Rs.
(a) If he is working in a City, Urban agglomeration or Town with an ascertained population of five lakhs or above	12	3,000
(b) If he is working in a City, Urban agglomeration or Town with an ascertained population of one lakh or above but less than five lakhs	12	2,400
(c) If he is working in any other place with an ascertained population of less than one lakh.	12	1,600
B. In respect of the second and subsequent agency years of an agent other than an absorbed agent and the fifth and subsequent years of an absorbed agent:		
(a) If he is working in a City, Urban agglomeration or Town with an ascertained population of five lakhs or above	12	4,600
(b) If he is working in a City, Urban agglomeration or Town with an ascertained population of one lakh or above but less than five lakhs	12	3,000
(c) If he is working in any other place with an ascertained population of less than one lakh.	12	2,400
C. In respect of the third and fourth agency years of an absorbed agent:		
(a) If he is working in a City, Urban agglomeration or Town with an ascertained population of five lakhs or above	6	2,000
(b) If he is working in a City, Urban agglomeration or Town with an ascertained population of one lakh or above but less than five lakhs	6	1,500
(c) If he is working in any other place with an ascertained population of less than one lakh.	6	1,200

4. Where an agent has earned bonus commission for five successive years in accordance with the foregoing provisions of this Schedule, he shall be entitled to bonus commission for the agency year immediately following such five years even if he has not fulfilled in respect of that year the conditions set out in the said provisions.
5. Notwithstanding anything contained in clause 2, clause 3 and clause 4, an agent who has been exempted under sub-regulation (4) of regulation 9, shall be entitled to bonus commission, if he has to his credit at the time of such exemption 15 qualifying years as defined in Schedule VI.

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SCHEDULE V

Bonus commission payable to agents
(See regulation 10 (3))

1. In this schedule "eligible first year commission" means the first year commission earned by an agent in any agency year excluding the commission earned under Single Premium policies and Deferred Annuity policies and Pure Endowment policies effected through him.
2. An agent shall be entitled to bonus commission at the rate of 40% of eligible first year commission if he being an agent falling under an entry in column (1) of the Table below has secured either:
 - (a) proposals resulting in a completed business which is on not less than the number of lives mentioned in the corresponding entry in column (2) and first year premium income of at least the amount mentioned in the corresponding entry in column (3) thereof; or
 - (b) proposals resulting in a completed business which is on not less than one-half of the number of lives mentioned in the corresponding entry in column (2) and a first year premium income of at least one and a half times the amount mentioned in the corresponding entry in column (3) thereof.

TABLE

Classification	Number of lives	First year premium income	Rs.
(1)	(2)	(3)	
(a) If the agent is working in a City, Urban agglomeration or Town with an ascertained population of five lakhs or above	12	4,000	
(b) If the agent is working in a City, Urban agglomeration or Town with an ascertained population of one lakh or above but less than five lakhs	13	3,000	
(c) If the agent is working in any other place with an ascertained population of less than 1 lakh	12	2,400	

3. An agent to whom this Schedule is applicable shall be entitled, in addition to the bonus commission admissible to him under clause 2, to further bonus commission at the rate of 60% of the eligible first year commission earned by him on policies effected under Assurance Tables Nos. 1, 2, 3, 5, 11, 14, 16 to 20, 22 to 28, 33, 34 and 46 to 48, provided the premium paying period under such policies is not less than 15 years.

4. Where an agent has earned bonus commission for five successive years in accordance with the foregoing provisions of this Schedule, he shall be entitled to bonus commission for the agency year immediately following such five years even if he has not fulfilled in respect of that year the conditions set out in the said provisions.

5. Notwithstanding anything contained in clause 2, clause 3, and clause 4, an agent who has been exempted under sub-regulation (4) of regulation 9 shall be entitled to bonus commission, if he has to his credit at the time of such exemption 15 qualifying years as defined in Schedule VI.

Note: 1. Policies under Assurance Tables 1 & 2 effected as the proposer's age 56 or above will be treated as policies whereunder premium ceases at age 70 for the purpose of fixing the premium paying period.
 2. "Premium" means premium received and adjusted in respect of a policy.
 3. 1st year's premium means the premium payable on a policy for the first year, 2nd year's premium means the premium payable on a policy for the second year and so on.
 4. The commission payable on 1st year's premium will be referred to as first year commission and the commission payable on 2nd and subsequent years' premiums will be referred to as renewal commission.

Where the policy secured by the agent is under Assurance Tables Nos:	Where the premium paying period under the policy secured by the agent is:	Comm. on 1st year's premium	Comm. on 2nd year's premium	Comm. on 3rd year's premium	Comm. on 4th year's premium	Comm. on 5th year's premium	Comm. on 6th year's premium	Comm. on 7th year's premium	Comm. on 8th year's premium	Comm. on 9th year's premium	Comm. on 10th year's premium	Comm. on 11th year's premium	Comm. on 12th year's premium	Comm. on 13th year's premium	Comm. on 14th year's premium	Comm. on 15th year's premium
1, 2, 3, 5, 11, 14, 16 to 20, 22 to 28, 33, 34, 46 to 48.	15 years or more	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
21 & 45	2 to 14 years	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%
41 & 50	2 to 4 years	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
58	2 to 4 years	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%

Alternative rates of commission payable to an agent at his option during the continuance of the agency.
(See regulation 10 (3))

SCHEDULE IV

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SCHEDULE VI

Gratuity and Term Insurance (See regulation II and Clause 5 of Schedules III and V)

1. In this Schedule, unless the context otherwise requires,
 - (a) "eligible rate" means:
 - (i) in the case of an agent who has worked on the relevant date for fifteen agency years or more as an agent, 180th part of the aggregate of the qualifying yearly renewal commission earned by him in the qualifying years out of the fifteen agency years immediately preceding the relevant date; and
 - (ii) in the case of an agent who has worked on the relevant date for less than fifteen agency years as an agent, one-twelfth of the amount arrived at by dividing the aggregate of the qualifying yearly renewal commission earned by him in the qualifying years by the total number of agency years he had worked as an agent on the relevant date;

Explanation: For the purposes of this Schedule, agency year in the case of an absorbed agent does not include a period of twelve months prior to the first agency year, but in the case of any agent does not include an agency year during which the agent has worked for less than twelve complete months.

- (b) "qualifying year" means:
 - (i) the agency year in which an agent, acting on behalf of the Corporation between the 1st September, 1956, and the published day, had completed a business of not less than the previous guarantee, or
 - (ii) the agency year in which an agent, functioning or continuing to function after the published day, had completed the business required of him under regulation 9, but in respect of an absorbed agent the first agency year shall not be a qualifying year unless he had completed a business of not less than the modified previous guarantee.
- (c) "qualifying yearly renewal commission" means:
 - (i) in respect of agency years ending on or after the 1st April, 1968, the renewal commission earned by an agent in a qualifying year included in such agency years, and
 - (ii) in respect of agency years ending on or before the 31st March, 1968 one-third of the aggregate of the renewal commission earned in the three agency years immediately preceding the 1st April, 1971.
- (d) "relevant date" means the date on which the eligibility for payment of gratuity is determined under clause 2.

2. (1) An agent shall be eligible for gratuity:
 - (i) if he has worked continually and for fifteen or more qualifying years, and
 - (a) he is not below sixty years of age; or
 - (b) his agency ceases or stands terminated under any of the provisions of these regulations for any reason other than an excepted reason;
 - or
 - (ii) if he has been confirmed in his appointment, and:
 - (a) he dies while his agency is subsisting,
 - or
 - (b) his appointment as agent is terminated under clause (e) of sub-regulation (1) of regulation 16.

Note: In this sub-clause, "excepted reason" means any of the reasons mentioned in:

- (i) clause (b) or clause (c) of regulation 15;
- (ii) clause (a) or clause (b) or clause (c) of sub-regulation (1) of regulation 16, or
- (iii) clause (d) of sub-regulation (1) of regulation 16, if it is established that the agent had acted with a view to defrauding the Corporation.

- (2) An Agent may, before he has attained the age of 59 years, by notice in writing to the Divisional Manager, request that his eligibility for gratuity may be determined on completion of 65 years of age; and in that case sub-clause (1) (i) shall have effect as if in item (a) thereof, for the word "Sixty" the word "Sixty-five" had been substituted, and the relevant date shall be computed accordingly.

- (3) Gratuity admissible to an agent shall be at the eligible rate for each qualifying year for the first fifteen qualifying years and at half the eligible rate for the subsequent ten qualifying years, provided the maximum amount of gratuity payable shall not exceed Rs. 1,00,000/-.

- (4) Subject to any lien the Corporation may have on the amount of gratuity admissible to an agent, it shall pay the agent or his nominee or nominee or, if no nomination is made or is subsisting, his heirs, the amount of gratuity admissible under this clause.

- (5) Notwithstanding anything contained in the foregoing sub-clauses, no gratuity shall be admissible to an agent who is also an employee of the Corporation for the period he remains such employee and his agency work in such period shall not count for any purpose under this clause even after the cessation of his service as an employee.

- (6) Where an agent has received any gratuity under this clause, no further gratuity shall be admissible to him for any period during which he works thereafter as an agent.

3. (1) In the event of the death of an agent while his agency subsists, the Corporation shall make payment of an amount in accordance with the provisions herein after contained if the following conditions are satisfied in respect of such agent:
 - (a) he had not completed 50 years of age on the date of his appointment as an agent;

Explanation: For determining the date of appointment of an absorbed agent, the actual date of his appointment before the published day as an insurance agent shall be taken into account.

- (b) his death takes place before he has completed 60 years of age;
- (c) he had an insurance policy (other than a temporary insurance policy) on his own life assuring a sum of not less than Rs. 5,000 which was in force at the time of his death;

Provided that in the case of an absorbed agent, this condition shall be deemed to have been satisfied if he has held a policy which matured for payment at any time after he has completed 55 years of age; and

- (d) he, not being an absorbed agent, has been confirmed as an agent and has to his credit three or more qualifying years at the date of his death; or he, being an absorbed agent, has to his credit three qualifying years and has either:
 - (i) completed five agency years at the date of his death; or
 - (ii) undergone such training and passed such tests, as may be specified for the purpose of regulation 6.

- (2) The amount payable under sub-clause (1) (hereinafter referred to as the amount of term insurance) shall be based on the average annual renewal commission earned by the agent in the three agency years immediately preceding his death (hereinafter referred to as the average commission) and shall be according to the following scale:

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Average Commission	Amount of term insurance
(a) If the average commission was less than Rs. 1,001	Rs. 3,000
(b) If the average commission was Rs. 1,001 or more, but less than Rs. 15,000	Rs. 3,000 plus one half of the excess of average commission over Rs. 1,000.
(c) If the average commission was Rs. 15,000 or more	Rs. 10,000

(3) Subject to any lien the Corporation may have on the amount of term insurance admissible in the case of an agent or his nominee or nominee or if no nomination is made or is subsisting, the amount of term insurance admissible shall be as follows:

(4) Notwithstanding anything contained in the foregoing sub-clauses, the amount of term insurance shall not be admissible in respect of an agent who was also an employee of the Corporation if his death had taken place during the period he remained such employee and his work as agent during such period shall not count for any purpose even after the cessation of his service as an employee.

SCHEDULE VII

Appellate Authority
(See regulation 30 (1))

Authority passing order of termination	Appellate Authority
(1)	(2)
(a) Officer in charge of the Branch.	Divisional Manager
(b) Divisional Manager.	Zonal Manager
(c) Managing Director.	Corporation.



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

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विजय अग्रवाल
सदस्य अधिकृतों के लिए कॉर्पोरेट क्लब
Vijay Agarwal
Member of the Corporate Club for Agents

Date : 20 th. November 2006

To

The Senior Divisional Manager,
Life Insurance Corporation of India,
Jeevan Pravha
DD-5, Sector-1,
Salt Lake City
Kolkata - 700064.

Your Ref.: KS D O / P & I R / letter dt. 30/10/2006

Re.: Early D/C under Pol. No. 423881681 to 86.

Respected Sir,

In connection with the above I have to make the following submissions for your taking necessary action into the matter.

1. In March 2004 the proposals of the deceased were procured and all the formalities done within March 2004 like special reports / medicals ect.
2. The said proposals resulted in policies accordingly on the date mentioned by your office reasons known to office for such a late adjustment.
3. The said policies got adjusted under a third party BOC ie (Mr. R. L. Gupta) reason tremendous March pressure.
4. The policies resulted in an early death claim the deceased died of a road accident on 10/04/2004
5. The matter accordingly was brought to my knowledge in May 2004 and accordingly the claim forms filed by 05/07/2004.
6. Nothing was heard from our Divisional office and no investigation was also done till 12/2004 the records can be looked upon at your end.
7. Continuous reminders both verbal & written offended the then claims manager Mr. Ray who ultimately ~~decided~~ got hit on his ego as he was failing in discharging his duties. The total claims referred to the D. O. to the claims settled by the D. O. may be looked upon for your satisfaction Mr. P. B. Roy was the S D M. then.

Contd 2

ऑ.: बीसी-171, सॉल्ट लेक सिटी, सेक्टर-1, कोलकता Kolkata - 700064.
निवास : 7, हरीसवा स्ट्रीट, कोलकता - 700023. टेली : 24492014
मोबाईल : 98310 30205 ई-मेल : ilc@vijay@hotmail.com
Off.: BC-171, Salt Lake City, Sector-1, Kolkata - 700064.
Resi.: 7, Harisava Street, Kolkata - 700023. Tel.: 24492014, 2448 9144
Mobile : 98310 30205 E-mail : ilc@vijay@hotmail.com

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(2)

8. At this point I would like to bring to your notice yet another early death claim of Mr. K. K. Dhandania policies No. 422433447 / 6430 / 422761061 pertaining to 2000 / 2001 was under process with the department and under the same manager Mr. Ray. But since Mr. Roy was taking an unexpected time and due to lot of irregularity in discharging his duties resulted in to the client a potential one report the matter to all the levels of the Corporation seeking an expiation for the delay in the settlement of the claim. The office came under tremendous pressure (refer records) and several queries were seeked from me were very promptly answered. The whole matter was being taken up by the deceased family. Gradually the pressure was built up which could be realized by the change in attitude of Mr. Roy towards me. The communications with me can be referred at your end as I feel that this had hit to the prestige of our office K S D O.
9. Only after the incidence as per No. 8 the investigation to the said claim started where the investigating officer was found making unethical statements to my client (Mr. R. L. Gupta) with just one thing in mind to find a fault on my part.
10. in the mean time I qualified for Corporate Club membership and an applications for advance of a car was routed to the S D M on 13/06/2005 thru Br. received by the Division on 19/07/2005. On pursuing the matter with the S D M he got totally offended and showed no interest in my case.
11. The said matter was accordingly reported to the Z M secretariat after which I received a call from Division office that my matter is being looked upon.

And on and after date I started receiving letter asking details of my previous early claim and my this claim. Accordingly the power to give M H R was withdrawn on 10/08/2005 and finally I have been barred from placing N. B. effective 30/10/2006. To this I would just request your good self to look into the whole issue going thru my 18 years relationship with you and my credentials which are given below.

Took up LIC agency in the year 1988 as a wholtimeer & till date working as a Successful Agent.

Qualified for the Chairman's Club in the year 1992 & till date am the member of the same under both condition A&B.

Have been qualifying for the M.D.R.T for the last 12 years and am the member of the same for last four years.

Had occupied No.1 position in the Division for more then four years with an average new business of 10 cr. & FPI of 50 lacs plus.

Total business in force as on day is 120 cr. Plus with a FPI of 40 cr. & 4000 lives in force bringing in a renewal commission of more then 18 lacs / year.

Lapsation to the tune of not more then 2% with the death claim ratio less then 1% & early claim of only 3 in number of which 1 is repudiated till now.

Had been invited to take Training Classes of the agents at our C.A.B. / training centers of the Division for months together & had the opportunity to do so at the Zonal Training

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Center on two occasion. Also a regular invitee by all the Branches & the D. O units for motivating the Agents Friends.

Qualified & attended nearly all the Conventions / Meets whenever floated by the Central / Zonal / Zone / Division Office.

Am a member of the Corporate Club since the inception of the Club.

Undergone trainings at all the levels. Working for my organization with full devotion, commitment and honesty.

Thanking you.

Yours faithfully, 

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लाइफ इन्सुरेन्स कॉर्पोरेशन अफ इन्डिया

भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

कलकत्ता उपनगरीय मन्डल कार्यालय, जीवन प्रभा, डीडी - 5, सेक्टर - 1, साल्टलेक सिटी, कलकत्ता - 700064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sec-1, Salt Lake City, Kolkata-700064

Ref: KSDO/P&IR/

December 20, 2006

Shri V.K. Agarwal
Agent, Code No. 97633411
LIC of India
Salt Lake BO

Dear Sir,

Re: Disciplinary Proceedings under LICI(Agents)Regulation,1972

Enclosed. Please find herewith a Show Cause Notice dtd. 20.12.06 issued to you by Sr.Divisional Manager, receipt of which please acknowledge.

Yours faithfully,

Encl: as above.


Manager (P&IR) DM



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भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

कोलकाता उपनगरीय मंडल कार्यालय, जीवन प्रभा, डीडी-5, सेक्टर-1, साल्टलेक सिटी, कोलकाता-700064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sector-1 Salt Lake City Kolkata-700 064

Proceedings Under LIC of India Agents Rules(1972)

AND

In the matter of Shri V.K.Agarwal Agency Code No.-97633411,
Salt Lake Branch Office under KSDO.

Show Cause Notice

You, Shri V.K.Agarwal, were appointed as an agent of Life Insurance Corporation of India (LIC) and working at Salt Lake Branch Office under Kolkata Suburban Divisional Office (KSDO) as direct agent with the Agency Code No. 97633411 as allotted by the Corporation.

WHEREAS, you had introduced policies where the proposed documents were not signed by the Life Assured, Sri Prosenjit Das (since deceased).

AND WHEREAS, all the policies were adjusted against a proposal deposit vide BOC No. 11657 dt. 13.02.04 in the name of Sri R.L.Gupta and no deposit was made in the name of the deceased policyholder, Sri Prosenjit Das.

AND WHEREAS, the proposals resulted into Policy Nos.-423881681, 423881682, 423881683, 423881684, 423881685, 423881686 on the life of Shri Prosenjit Das with registration date as 16.04.04.

AND WHEREAS, the said policies resulted in a premature death claim, the Life Assured, Sri Prosenjit Das having died on 10.04.04 which was before the registration of the policy even though the proposals were dtd.25.03.04.

AND WHEREAS on the basis of our investigation where the signature of the Life Assured on the proposal papers and related documents of the Policy were proved to be fake and no information about the death of the life assured was sent to the Corporation by Shri V.K.Agarwal.

By your aforesaid fraudulent and fictitious activities you had performed in a manner prejudicial to good conduct and detrimental to the interest of the Corporation and had also displayed lack of integrity & devotion to your duty as an agent of the Corporation. You had, thereby, failed to discharge your function as set out in Rule 8(2)(b) & 8(4) of the LIC of India (Agents) Rules, 1972.



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भारतीय जीवन बीमा निगम

Life Insurance Corporation of India


कोलकाता उपनगरीय मंडल कार्यालय, जीवन प्रभा, डीडी-5, सेक्टर-1, साल्टलेक सिटी, कोलकाता-700064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sector-1, Salt Lake City Kolkata-700 064

For good and sufficient reason therefore, I propose to terminate your agency under Rules 16(1) (a) & (b) of the LIC of India (Agents) Rules, 1972 and at the same time also propose to forfeit all renewal commissions payable to you, if any, under Rule 19(1) read with Rule 10(6) of the LIC of India (Agents) Rules, 1972.

However, before proceeding further in matter, I hereby direct you to Show Cause in writing within a period of 15 days from the date of this Show Cause Notice as to why you should not be held guilty of the charges to the extent mentioned hereinabove and why the penalty of termination of agency and forfeiture of all commissions as proposed herein above be not imposed on you

In case your reply is not received within the period stipulated above or if the reply received is not found to be satisfactory, further proceeding shall ensue without any reference to you.

Dated at Kolkata this 20th day of Dec 2006


Sr. Divisional Manager
(Disciplinary Authority)



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

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विजय अगरवाल
सदस्य अभिकर्ताओं के लिए कॉर्पोरेट क्लब
Vijay Agarwal
Member of the Corporate Club for Agents

Date : 27 th. December 2006

To

The Senior Divisional Manager,
Life Insurance Corporation of India,
Jeevan Prayha
DD-5, Sector-1,
Salt Lake City
Kolkata - 700064.

Your Ref.: KS D.O / P & I R / letter dt. 20/12/2006
Sub. Show cause Notice.

Respected Sir,

In reference to your above letter which was received by me on 27/12/2006 at 4.45 P.M. I have to state as follows.

First of all please note that I had no intentions against my mother institution who has been taking care of me and my family for last 18 years and to be precise since my birth as I hail from a family where my father had served the Corporation for more then 40 years in the capacity of a Agent and then Development Officer.

1. In reply to the third party BOC I admit that there was a error committed on my part for which the reason I feel was tremendous March pressure and a bit of negligence for which I seek apologies.

2. Again as far as the registration of the proposals were concerned I am sure of submitting the same very much in time that is last week of March after observing all the necessary formalities.

3. Again as far as the date of death that is 10/04/2004 is concerned I was totally unaware of same and also not aware of the date of registration of the cases. It was only in the month of May I came to know of the death by the deceased family. Had I known of the fact I would have definitely done the needful in the interest of my mother institution.

Lastly as far as the signatures are concerned the same were signed by the deceased and accordingly were introduced by me.

Under these circumstances your good self is once again requested to take a necessary proceeding keeping in mind my 18 years of relation with the organization and pardon me for my mistake / negligence and allow me to be a part of this prestigious institution. I also commit to be there with my institution whenever required.

Thanking you.

Yours faithfully

Vijay Agarwal

ऑ.: बीसी-171, साल्ट लेक सिटी, सेक्टर-1, कोलकता Kolkata - 700064.
निवास : 7, हरिसावा स्ट्रीट, कोलकता - 700023. टेली : 24482014
मोबाईल : 98310 30205 ई-मेल : licvijay@hotmail.com
Off.: BC-171, Salt Lake City, Sector-1, Kolkata - 700064.
Resl.: 7, Harisava Street, Kolkata - 700023. Tel.: 24-482014, 24-48 9144
Mobile : 98310 30205 E-mail : licvijay@hotmail.com



লাইফ ইন্সিওরেন্স কর্পোরেশন অফ ইন্ডিয়া
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कोलकाता उपनगरीय मण्डल कार्यालय, जीवनप्रभा, डिडि-5, सेक्टर-1, साल्टलेक सिटी, कोलकाता - 700 064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sector-1, Salt Lake City, Kolkata - 700 064

"CONFIDENTIAL"

Ref: KSDO/P&IR

March 10, 2007

Sri V. K. Agarwal,
Agent, Code No.-97633411,
L.I.C of India,
Salt Lake B.O.

Dear Sir,

Re: Disciplinary Proceedings under LICI(Agents) Regulations,1972.

Enclosed please find herewith a Final Order dtd.10.03.2007 issued to you by Sr. Divisional Manager receipt of which please acknowledge.

Yours faithfully,

Encl : As above.


Manager(P&IR)DM.



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লাইফ ইন্সিওরেন্স কর্পোরেশন অফ ইণ্ডিয়া
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कोलकाता उपनगरीय मण्डल कार्यालय, जीवनप्रभा, डिडि-5, सेक्टर-1, साल्टलेक सिटी, कोलकाता - 700 064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sector-1, Salt Lake City, Kolkata - 700 064

DISCIPLINARY PROCEEDINGS UNDER LIC OF INDIA AGENTS RULES(1972)

A N D

IN THE MATTER OF SHRI V. K. AGARWAL, AGENCY CODE NO.- 97633411,
SALT LAKE BRANCH OFFICE UNDER KOLKATA SUBURBAN DIVISIONAL OFFICE.

FINAL ORDER

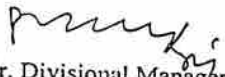
Whereas Shri V.K. Agarwal, Agency Code No.-97633411, Salt Lake Branch was issued a Show Cause Notice dtd.20.12.06 for the charges as enumerated therein ;

And Whereas Shri V.K. Agarwal denied the charges leveled against him in the Show Cause Notice dtd.20.12.06 through his reply dtd.27.12.06 :

And Whereas after carefully perusing the relevant documents and evidence on record, and reply dtd.27.12.06 to the Show Cause Notice, the under signed is satisfied that due and proper opportunities have been accorded to Shri Agarwal and as the Disciplinary Authority, the undersigned feels that Shri Agarwal has nothing more to say in his defence and therefore, finds Shri Agarwal guilty of the charges as mentioned in the Show Cause Notice dtd. 20.12.06 ;

Now, therefore, the undersigned in exercise of powers conferred upon him under Rule 16 of the LIC of India(Agents) Regulations, 1972 hereby imposes upon Shri V.K. Agarwal, the penalty of termination of agency under Rules 16(1) (a) and (b) of LIC of India(Agents) Rules, 1972 and at the same time also forfeits all renewal commissions payable to him, if any, under Rule 19(1) read with Rule 10(6) of LIC of India(Agents) Rules, 1972 as proposed in the Show Cause Notice dtd.20.12.06 with immediate effect.

Dated at Kolkata, the 10th day of March 2007


Sr. Divisional Manager
(Disciplinary Authority)

15th March
Date: 15th March 2007

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From

Vijay Agarwal
7, H Sri Sava Street,
Kidderpore
Kolkata - 700023.

To

The Zonal Manager
Life Insurance Corporation of India,
Eastern Zonal Office
Kolkata.

Re.: Pray for mercy in connection with the final order in matter of self
Agency Code 97633411/D Salt Lake Branch Office, under K.S.D.O.

Respected Sir,

In connection with the above I enclose the order which was received by me on 13/03/2007 I hereby pray for mercy with just one appeal of letting me be a part of this prestigious institution which I call to be my Mother Institution as it has taken care of me and my family for the last 19 years, to be more precise since my birth as I hail from a family where my father Shri Hari Ram Agarwala DO 1450 had served the Corporation for more than 40 years.

Sir the charges framed vide Show Cause notice dt. 20/12/2006 received by me on 27/12/2006 was replied on 27/12/2006 to which I agree that there were some negligence / mistake on my part but at the same time assure you that they were totally unintentional and with no bad intention as such to hurt my mother institution which has been taking care of me and my family for last 19 years providing me with all the basic requirements for leading a comfortable life to which I never regret and am ever obliged.

To the mistake / negligence on my part which I once again call it unintentional and seek my sincere apologies and pray for mercy and assure your good self that the same shall never happen in future and allow me to be a part of you. Sir, this is the first and the last time that such negligence is taken place in my 19 years of association with you where I think I have been working with full sincerity and honesty for the institution. Sir I cannot restrain my self by not letting you know that as I am a Whole Time Direct Agent since 1988 and this income is the only source of survival of me and my family consisting of my wife, and two school going children's livelihood. I am facing a tremendous pressure to meet both the ends for which again I pray for mercy.

Contd.:2

(2)

Sir, please have mercy on my family which has been taken care by you since birth as my son RISHI doing his graduation at Pune and RIDDHI my daughter a class X student shall also be put to lot of difficulties leading to their demotion from good institutions for

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lack a financial commitment as the income derived out of LIC was the only source of income for our survival. The mental / financial pressure I am passing thru is a great matter of concern as I myself do fear release sometimes that I may have some physical / mental problem. My family at the same time is more concerned about my well being as they have seen me working with full sincerity and honesty for 19 years where recognition was given to me at all levels by the institution. Sir I once again beg your good self to have some mercy towards me. Also there are some permanent commitments which were being taken care by the income I derive working for my institution like Home Loan, Life Premiums which are in a lapsed condition.

Sir it was in the year 1988 when I was 25 years I became part of institution and today at 44 years am still proud to be a part working with full honesty and integrity serving the Corporation and have no option left and seek none but to remain a part of you for which help is sought.

Sir though I have being restrained to place business and got terminated for my mistakes committed unintentionally I am still to my full capacity providing services to my clients with total faith in you and god for the grant of mercy.

Needless to highlight my past achievements but would request your good self to go through us I feel that my prayer might be granted.

I took up a Direct Agency as a career in 1998 after resigning from Nestle India Limited as a Full Time Agent.

Within a span of 4 years became a Chairman Club Member and continued till I finally got the membership for Corporate Club right from the inception till 2006 / 2007.

Had almost attended all the Seminars / Conventions / Conferences / Acc Agents Meets after qualifying for the same when ever floated by the respected offices.

Also given the opportunities to take classes at ZTC / CAB on regular basis.

Occupied No. 1 position in the Division for more then 4 years in succession and always was within first 3 through out my career.

Have been qualifying for MDRT last 12 years and am a member for last 3 years and attended the conference last 2 years.

Sir my total-Sum Assured In force as on day under my agency is more then 100 crores with 4000 life's in force, renewal premium of 4 crores with lapsation of less then 1%.

Total death claim is not more then 20 in last 18 years of which this was the third early death claim for which mercy is sought.

Sir I have nothing more to say but am enclosing some certificate which were awarded to me along with my Business Figures / Earning Figures with just one thing in mind that don't orphan me.

Thanking you.

Yours faithfully

Manoj Aggarwal

127(A)

ENCL- 10.

69-11



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

कोलकाता उपनगरीय मंडल कार्यालय, जीवन प्रभा, टीडी-5, सेक्टर-1, साल्टलेक सिटी, कोलकाता-700064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sector-1, Salt Lake, Kolkata-700 064

Ref:KSDO/P&IR.

November 6, 2007

Sri Vijay Agarwal,
7, Harisuy Street,
Kidderpore,
Kolkata-23.

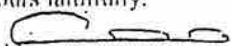
Dear Sir,

Re: Your Appeal dtd.15.03.07

We have been informed by the Secretary(Mktg.),EZO vide letter dtd:13.10.07 that "the Competent Authority did not accord to your aforesaid Appeal."

This is for your information.

Yours faithfully,


Manager(P&IR)DM
K/AC

NOT ACCORD
APPEAL

From
Vijay Agarwal
7, Hari Sava Street,
Kidderpore
Kolkata - 700023.

P-11
12B

29/06/2008

To
The Honourable Chairman
Life Insurance Corporation of India,
Yogakshema Jeevan Bima Marg
Mumbai

Re.: Memorial Profound under regulation 24 of LIC of India (Agent) regulations, 1972 in connection with the impound order. Dated 10/03/2007 vide memo ref. KSDO/F&IR. Termination and the impounded order passed by the Divisional Manager KSDO Kolkata dt. 10/03/2007. My Agency 97633411/D.

Respected Sir,

In connection with the above I hereby file a Memorial with just one appeal of letting me be a part of this prestigious institution which I call to be my Mother Institution as it has taken care of me and my family for the last 19 years, to be more precise since my birth as I hail from a family where my father Shri Hari Ram Agarwala DO. 1450 had served the Corporation for more than 40 years.

Sir the charges framed vide Show Cause notice dt. 20/12/2006 received by me on 27/12/2006 was replied on 27/12/2006 to SDM. I assure you that they were total unintentional and with no bad intention as such to hurt my mother institution which has been taking care of me and my family for last 19 years providing me with all the basic requirements for leading a comfortable life to which I never regret and am ever obliged.

Negligence if any on my part was unintentional to which I file a Memorial assuring your good self that the same shall never happen in future and allow me to be a part of you. Sir, this is the first and the last time that such negligence is taken place if any in my 19 years of association with you where I think I have been working with full sincerity and honesty for the institution. Sir I cannot restrain my self by not letting you know that as I am a Whole Time Direct Agent since 1988 and this income is the only source of survival of me and my family consisting of my wife, and two school going children's livelihood I am facing a tremendous pressure to meet both the ends for which again I file a memorial.

Sir, please consider to my memorial as my family which has been taken care by you since birth as my son RISHI doing his graduation at Pune and RIDDI my daughter a class XI student shall also be put to lot of difficulties leading to there demotion from good institutions for lack a financial commitment as the income derived out of L I C was the only source of income for our survival. My family at the same time is more concerned about my well being as they have seen me working with full sincerity and honesty for 19

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years where recognition was given to me at all levels by the institution. Also there are some permanent commitments which were being taken care by the income I derive working for my institution like Home Loan, Life Premiums which are in a lapsed condition.

Sir it was in the year 1988 when I was 25 years I became part of institution and today at 44 years am still proud to be a part working with full honesty and integrity serving the Corporation and have no option left and seek none but to remain a part of you for which help is sought.

Sir though I have being restrained to place business and got terminated for my negligence if my committed unintentionally I am still to my full capacity providing services to my clients with total faith in you and god for consideration of the memorial.

Needless to say but cant restrain myself from bringing the following facts to your notice with the expectation of my memorial being considered by your goodself.

I took up a Direct Agency as a career in 1998 after resigning from Nestle India Limited as a Full Time Agent.

Within a span of 4 years became a Chairman Club Member and continued till I finally got the member ship for Corporate Club right from the inception till 2006 / 2007.

Had almost attended all the Seminars / Conventions / Conferences / Ace Agents Meets after qualifying for the same when ever floated by the respected offices.

Also given the opportunities to take classes at ZTC / CAB on regular basis.

Occupied No. 1 position in the Division for more then 4 years in succession and always was within first 3 through out my career.

Have been qualifying for MDRT last 12 years and am a member for last 3 years and attended the conference last 2 years.

Sir my total Sum Assured in force as on day under my agency is more then 100 crores with 4000 life's in force, renewal premium of 4 crores with lapsation of less then 1%.

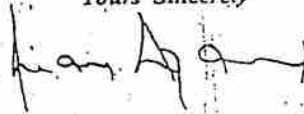
Total death claim is not more then 20 in last 18 years of which this was the third early death claim for which mercy is sought.

Sir I have nothing more to say but am enclosing some certificate which were awarded to me along with my Business Figures / Earning Figures with just one thing in mind that don't orphan me.

Sir I would just request you to kindly consider my memorial which will allow in the Survival of my family.

Thanking You,

Yours Sincerely



- R12

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Proceedings under Rule 24 of the
Life Insurance Corporation of India (Agents) Rules, 1972

And

In the matter of Shri Vijay Agarwal, Ex-agent, Code No. 97633411D
Salt Lake Branch, KSDO

ORDER

Shri Vijay Agarwal, Ex-agent, Agency Code No.97633411D (hereinafter referred to as "The Memorialist") previously attached to LIC of India, Salt Lake Branch under KSDO had introduced six proposals in the name of Shri Prosenjit Das who happened to be an agent of Baranagar Branch totaling a sum assured of Rs.15,05,000/-. All the policies were adjusted against a proposal deposit vide BOC NO. 11657 on 13.02.2004 in the name of one Shri R.L. Gupta and no deposit was made in the name Shri Das, deceased policyholder. The proposals resulted into Policy Nos. 423881681, 423881682, 423881683, 423881684, 423881685 & 423881686 on the life of Shri Prosenjit Das. All these proposals though dated 25.03.2004 were registered on 16.04.2004 i.e. after the death of the Life Assured. Thus a fraudulent early death claim had arisen due to an accidental death of Shri Prosenjit Das. It has been certified by the Hand Writing Expert that the proposals relating to the said policies were not signed by the Deceased Life Assured and no information about the death of the life assured was sent to the Corporation by the Ex-agent during registration / completion of proposal. Moreover, in the proposal form, a purported cousin brother, was named as nominee while the parents and two sisters of the deceased are alive which places a question mark on the basic intention of procuring insurance cover i.e. insurable interest.

In view of the abovementioned, a Show Cause Notice dated 20.12.2006 was issued to the Memorialist by the Sr. Divisional Manager, KSDO, proposing penalty of termination of agency with forfeiture of renewal commission under Rule 16(1) (a) & (b) read with Rule 19(1) of LIC of India (Agents) Rules, 1972 (hereinafter referred to as "The Agents Rules"). The reply of the Memorialist was not found satisfactory and the Sr. Divisional Manager, KSDO passed an Order dated 10.03.2007 terminating the agency of the Memorialist with forfeiture of renewal commission as per the relevant provisions of the LIC of India (Agents) Rules, 1972.

The Appeal dated 15.03.2007 preferred by the Memorialist was duly considered by the Appellate Authority, the Zonal Manager, Kolkata who vide Order dated 11.10.2007 confirmed the decision of termination of agency along with forfeiture of renewal commission and rejected the Appeal.

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The Memorialist has thereafter preferred a Memorial dated 29.06.2008 to the undersigned under Rule 24 of the Agents Rules. I, the Competent Authority under Rule 24 of the Agents Rules, have considered the Memorial of the Memorialist and after having perused the relevant records of the case, proceed to dispose off the same as follows-

The Memorialist has contended that negligence on his part was totally unintentional. He has also assured that such type of negligence shall never happen in future. In this regard, I observe that one of the functions of an agent is that in procuring new life insurance business, he/she should make all reasonable inquiries with regard to the lives to be insured before recommending proposals for acceptance and bring to the notice of the Corporation any circumstances which may adversely affect the risk to be underwritten. I observe that the Memorialist has defrauded the Corporation by proposing insurance on the life of a dead person, in which Medical Reports were manipulated and a fictitious person was made nominee. The Govt. Examiner of Questioned Documents Report has confirmed that the deceased Life Assured Shri Prosenjit Das had not signed the proposal form and Special Reports. Thus, the Memorialist being primary underwriter, has not discharged his duties honestly and faithfully as an agent of the Corporation.

The Memorialist has also contended that within a span of four years he became a Chairman's Club Member and continued till he got the membership of Corporate Club. He had occupied no. 1 position in the Division for more than 4 years in succession and had qualified for MDRT for last 12 years. This contention of the Memorialist is not tenable as whatever be his earlier performance, it can not absolve him of his negligence in performing duties as an agent.

Therefore, in view of my abovementioned observations, I observe that the penalty imposed on him is justified. Further, the Memorialist has not brought out any new or tenable point in his Memorial so as to warrant interference with the Order passed by the Sr. Divisional Manager, KSDO and confirmed by the Zonal Manager, Kolkata and that the Memorial deserves to be rejected which I hereby do.

The Memorial dated 29.06.2008 is disposed off accordingly.

Dated at Mumbai, this 12th day of August, 2009


CHAIRMAN

Kookada & Associates

Kookada & Associates

KOOKADA

ADVOCATES

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BY HAND DELIVERY

MOST URGENT

20.07.2010

The Chairman,
Life Insurance Corporation of India,
"Yogakshema",
Jeevan Bima Marg,
Mumbai - 400 021

Sir

Ref:- Order dated 12.08.2009 ("said Order") passed in the proceeding under Rule 24 of Life Insurance Corporation of India (Agents) Regulations/Rules, 1972 ("said Rule") rejecting the Memorial dated 29.06.2008 of our client, Mr. Vijay Agarwal, Code No. 97633411D.

Under instruction of our client, Mr. Vijay Agarwal, Code No. 97633411D who was working as direct Agent with Life Insurance Corporation of India ("LIC") under Kolkatta Suburban Division, under Eastern Zonal Office, having his present residence at Flat No. 4D, Divine bliss, 2/3 Judges Court Road, North, Kolkatta 700 027, we have to address to you as under:-



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1. Our client state that, in view of what is stated hereinafter, it is very clear and proves beyond reasonable doubt that while rejecting our client's Memorial dated 29.06.2008 ("said Memorial"), amongst others, (i) you have not considered our client's said Memorial at all with due care and attention and have just blindly relied upon the reports of the concerned persons at LIC; (ii) you have not given any opportunity to our client to appear before you personally before passing the said Order by you; (iii) you have not been made aware of rivalry initiated by Mr. P. B. Roy who was Manager at the relevant time; (iv) you have not been made aware of the real fact that the said Mr. Roy was having jealousy towards our client; (v) you have not considered our client's hard work towards his duty with LIC since the year 1988; (vi) your said Order has not been passed as a reasoned order; (vii) LIC continues to have such practices in its business which is not known to the general public or insurers and our client was selectively and illegally punished for the same; (viii) the said Order not only has destroyed the livelihood of our client and his family members but also the social and business goodwill and reputation of our client; (ix) you have not followed the applicable provisions of law including the said Rule; (x) justice was not given to our client; (xi) your said Order is arbitrary and against natural justice, equity and fundamental rights; and (xii) you have entirely ignored the application of provisions of Constitution of India.

2. Our client states that what is stated in para 1 above is not the imagination of our client but, the same are some of the true and correct facts of the matter which were never been considered at any level and our client was punished for no fault of his in any manner

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and in any case, making failure of system at LIC by other persons at LIC caused drastic punishment to our client socially and economically.

3. Our client states that our client was direct agent to and worked for the LIC for about 20 years i.e. upto March, 2007 but, our client's background in LIC was not even given proper weightage and considered by you in passing the said Order. Our client states that, to represent his case before you, it is very much essential for our client to put on record true and correct facts of the case which are stated hereinafter and might have not been made aware to you by the concerned persons at LIC.
4. Our client states that our client took up LIC Agency in the year 1988 and has been a successful agent. Our client was qualified for the Chairman's Club in the year 1992 and has been qualified for the Million Dollar Round Table ('MDRT') for the last 12 years. Our client was also the member of the MDRT for last several years. Our client had occupied No. 1 position for more than 4 years with an average new business of Rs. 10 crore and the premium of Rs. 50.00 lakhs plus to LIC.
5. Our client states that our client's total business in force was to the tune of more than Rs. 120 crore with the First Premium Income ('FPI') of Rs. 40 crores and making an insurance cover for more than 4000 lives in force bringing in a renewal commission of more than Rs. 18 lakhs per year.

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6. Our client states that our client had, on several occasions, been invited to take the training classes of the agents at Corporation's CAB/Training Centers of the Division, and had the opportunity to do so at the Zonal Training Center on two occasions. Our client had also been a regular invitee by all the Branches and the Divisional Offices for motivating the other LIC agents. Our client had attended all the conventions and meets by the Central/Zonal/Division Office, and that he has been an esteemed member of the Corporate Club since the inception of the Club. Statement showing the above and copies of some of the relevant certificates/papers and etc. to the aforesaid are enclosed herewith (Enclosure-1(colly.)).

7. Our client states that our client had undergone training at all the levels and had worked with utmost devotion, commitment and honesty for the overall business growth opportunities for the LIC.

8. As far as the present matter is concerned, our client states that in the month of March, 2004, proposal of one Mr. Personjit Das was procured and after observing all the formalities in terms of medical/filing of the proposal, the same was deposited with the branch in the March, 2004 itself and the Branch of Cash Receipt ('BOC') for the money deposited was temporarily entered of one Mr. R. L. Gupta. Our client states that the proposal was a big one, attracted special reports, which were done by the authorized Medical Labs Department within March, 2004 and finally, the said proposal was converted into six policies by LIC bearing nos. 423881681, 423881682, 423881683, 423881684, 423881685 and 423881686 ("said six policies"), after getting underwritten at the

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Divisional Level going through the three tier of operation i.e. capturing of the datas at the Branch level, the primary underwriting at the same level and finally was sent to the Division. After this, the same got adjusted at the Branch level where the amount of deposit was tallied with the deposited amount, and receipts were issued.

9. Our client states that it was in the first week of May, 2004, our client came to know that the said Mr. Das died on a road accident on 10.04.2004 which was brought to the notice of the LIC on and after that date through letter dated 22.05.2004 by the nominee of the said Mr. Das and the said letter was acknowledged by LIC on the same day. Accordingly, the claim forms were sought for and the same dated 03.07.2004 were submitted to the branch on 05.07.2004. The LIC thereafter, kept quite on this issue for about a year.

10. Our client states that, surprisingly and shockingly, by a direction dated 10.08.2005 (Enclosure 2), the Senior Divisional Manager withdrew our client's authority for giving Moral Hazard Report ('MHR') on the ground that the case paper pertains to all said six policies were found to be a case of bad claims which was in utter disregard to the work done by our client with LIC for last about 20 years and further, ignoring the application of the said Rules upon our client. The above direction dated 10.08.2005 did not speak of any so called fraud as alleged later on by LIC.

11. Our client states that, not only above, at the instance of said Mr. Roy, our client's present matter (i.e. the said six policies) was handed

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over to Central Vigilance Officers, LIC and caused registering a regular vigilance case no. VIG/EZ/811/9629.

12. Our client further states that despite being put on record true and correct facts of the matter time and again, vide another direction dated 30.10.2006 (Enclosure-3), which was received by our client from LIC, Kolkata Suburban Division Office, Kolkata alleging that on review of one Policy No. 423331681 in respect of early death claim of said Mr. Das (since deceased) by the Competent Authority, the following alleged anomalies were noticed. The above direction, inter-alia alleged as follows:

a) All the policies were adjusted against a proposal deposit vide BOC No. 11657 on 12.02.2004 in the name of one Shri R. L. Gupta and no deposit was made in the name of the deceased policyholder;

b) All proposals though dated 05.03.2004 were registered on 16.04.2004 i.e. after the death. No information regarding the death of life assured was given to the office before registration;

c) It has been established that the proposals relating to the said policies were not signed by the Life Assured;

d) In the proposal, a cousin brother, Shri. Biswaji Das, was named as nominee while the parents of the

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deceased is alive-thus insurable interest is under question;

Therefore, the Senior Division Manager in his right as the disciplinary authority directed our client not to solicit or procure new life insurance business in accordance with Rule 16(3) of the said Rule till finalisation of said vigilance case.

13. Our client states that initially the authority of our client for MHR was withdrawn and then the matter was handed over to the Vigilance Department and thereafter, the job to procure new Life Insurance business was also withdrawn from our client and which totally jeopardizes the livelihood of our client despite being the matter was pending at vigilance level. Our client further states the provision of Regulation 16(3) of the said Rule can only be invoked by the competent authority when the competent authority proposes to take action under regulation 16(1) of the said Rule and not otherwise. It is submitted that the above direction dated 30.10.2006 does not speak that the competent authority has fulfilled the above condition precedent to apply regulation 16(3) of the said Rule by direction dated 30.10.06 and thus, the same was illegal and bad in law.

14. In view of the aforesaid conduct and attitude of LIC, the abovementioned accomplishments, rewards and applauses of our client were intentionally watered down and damaged. Our client states that our client vide his letter dated 20th November, 2006 (Enclosure-4) in reply to above direction dated 30.10.2006 made following submissions to enable the LIC to deliberate upon those

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submissions, and put to rest the alleged anomalies and controversies sought to be made by the LIC on the alleged review of the early death claim of said Mr. Das (since deceased). The said submissions of our client, inter alia, were:-

a) Our client states that in the month of March, 2004, proposal of said Mr. Das was procured and after observing all the formalities in terms of medical/filling of the proposal, the same was deposited with the branch in March, 2004 itself and the ROC for the money deposited was temporarily entered of Mr. R. L. Gupta. Our client states that the proposal was a big one, attracted special reports, which were done by the authorized Medical Labs Department within March, 2004 and finally, the said proposal was converted into the said six policies by LIC bearing nos. 423881681, 423881682, 423881683, 423881684, 423881685 and 423881686, after getting underwritten at the Divisional Level going through the three tier of operation i.e. capturing of the data at the Branch level, the primary underwriting at the same level and finally was sent to the Division. After this, the same got adjusted at the Branch level where the amount of deposit was tallied with the deposited amount and receipts were issued.

b) Our client states that it was in the first week of May, 2004, our client came to know that the said Mr. Das

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died on a road accident on 10.04.2004 which was brought to the notice of the LIC on and after that date through letter dated 22.05.2004 by the nominee of the said Mr. Das and the said letter was acknowledged by LIC on the same day. Accordingly, the claim forms were sought for and the same dated 03.07.2004 were submitted to the branch on 05.07.2004. The LIC thereafter, kept quiet on this issue for about a year.

c) Our client states that in the mean time, there was one death claim of Mr. Dhandhanra which had fallen in the category of early death claim (claim within three years) which was in an unsettled state due to irregularities of the said Mr. Roy for which the policyholder after regular perusal approached the court finally getting the claim. During the course of this settlement, there was a tremendous pressure on the Division by the Head Office which finally came on our client also hurting his image and integrity as the LIC felt that our client was not co-operating with them in forwarding them with the requirement they needed from our client as they were actually vague in nature. Said Mr. Roy was trying to shift the fault to the shoulders of the agent i.e. our client. The communications in this regard of our client clearly proves the above, which are already on the record of LIC.

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d) Our client states that, not only the above, just to trouble our client and to illegally punish our client, the Divisional officer i.e. said Mr. Roy issued to our client another letter seeking explanation to one of our client's another death claim pertaining to year 1999/2000 by their letter dated 17.10.2005 which was replied on 24.05.2005 by our client. The said letter dated 17.10.2005 was sent to our client to harass our client as the explanation for the same was given to the LIC by our client in the year 2000 itself which was convincing. The said claim was ultimately not paid for. Our client states that these activities were the result for the LIC loosing to the court in the matter of Mr. Dhandhanian and said Mr. Roy was the sole responsible and liable for the same.

e) Our client being the leading agent of the LIC had qualified for the most prestigious Corporate club of LIC in the very 1st year and was eligible for a car loan of Rs.10 lac. for which an application was made on 03.07.2006 which was not taken any care at the Divisional level for quite long time for the reasons as stated above. The same was not liked by the Divisional Manager i.e. said Mr. Roy who with lot of grudge and frustration wanted to take our client to task and ordered a vigilance enquiry to the case of said Mr. Das. At the same time, our client's power to give Agent Confidential Report was withdrawn but, the business

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procured by our client were still accepted which were to the tune of more than Rs.4 crore till 30.10.2006, where finally our client was told not to procure any new business till the finalisation of the alleged enquiry.

f) The said policies were adjusted under a Third Party BOC i.e. said Mr. R.L. Gupta and that the reasons attributed for the same was assigned to the accomplishment of the targets and revenues as stipulated for the year ending;

g) Nothing was heard from the Divisional Office of the LIC and that no investigation was conducted till December, 2004, and that the same has been the matter of record;

h) There was continuous reminder with verbal and written which had offended the then Manager said Mr. Roy, who had been negligent and irregular in discharging his duties;

i) Only after the occurrence of the aforesaid incidence, the investigation to the said claim of said Mr. Das (since deceased) started where the investigating officer was found making unethical statements against our client's client i.e. said Mr. R. L.

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Gupta with a sole purpose to find a fault on part of our client;

j) In the meantime, our client was qualified for Corporate Club Membership and was also entitled for a car as a mark of exemplary service towards the LIC. And this again caused the malafide and dishonest intention and jealousy and rival attitude of said Mr. Roy towards our client which ultimately, caused in malign of social and business reputation and goodwill of our client in all manner as stated herein;

k) In the view of the aforesaid, our client had requested the LIC to look into the whole issue and consider his selfless and dedicated service towards LIC.

15. Our client states that, despite above, our client was shocked and surprised to receive a Show Cause Notice dated 20.12.2006 ("said SCN") (Enclosure-5) issued by Senior Divisional Manager in respect of disciplinary proceedings under the said Rule which, inter alia, represented to our client that the LIC, on the basis of the investigation, had come to the conclusion that our client had introduced policies where the proposed documents were not signed by the Life Assured, said Mr. Das (since deceased); all the policies were adjusted against a proposal deposit vide BOC no. 11657 dated 13.02.2004 in the name of Shri R. L. Gupta and no deposit was made in the name of the deceased policyholder, said Mr. Das; the proposals resulted into policy nos. 423881681, 423881682, 423881683,

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423881684, 423881685 and 423881686 on the life of said Mr. Das with registration date as 16.04.2004; and the said policies resulted in a premature death claim the Life Assured of said Mr. Das having died on 10.04.2004 which was before the registration of the policy even though the proposals were dated 25.03.2004.

16. Our client states that it was further alleged in the said SCN that by our client's alleged aforesaid fraudulent and fictitious activities, our client had performed in a manner prejudicial to good conduct and detrimental to the interest of the LIC and had also displayed lack of integrity and devotion to the duty as an agent of the LIC. On the aforesaid allegations, the LIC therefore, alleges that our client had failed to discharge his function as set out in Rule 8 (2) (b) and 8(4) of said Rule and therefore, proposes termination of our client's agency under Rule 16(1)(a) of said Rule and also proposed to forfeit all renewal commissions payable to our client, if any, under Rule 19(1) r. w. Rule 10 (6) of the said Rule.

17. Our client states that the said SCN was totally one sided and against the principle of natural justice and equity and there was no case made out which falls under Rule 8(2) (b) and 8(4) of the said Rule and further, there was no application of provisions of Rule 16(1)(a) & (b) of the said Rule at all against our client and further, there was no case made out for forfeiture of amount due to our client in the grab of making application of Rule 19(1) and 10(6) of the said Rule. Our client states that at all the levels, the LIC alleged different allegations and, under the grab of application of the said Rule

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illegally, did the act of termination of our client and forfeiture of his amount due and payable.

18. Our client states that our client had made several representations and submissions to the LIC in respect of the said subject matter and allegations wherein, amongst others, our client submitted what is stated hereinafter.

19. Our client further states that as far as appointment of nominee of said Mr. Das (since deceased) is concerned, it is totally on the policyholder as to whom he wants to keep nominee. As nominee is a person on whom the policyholder has full faith and whether nominee is cousin/wife/brother of the policyholder or to the extent even an outsider and in any case, our client has no role in appointing the nominee of the said Mr. Das. In any case, our client failed to understand that what were the underwriters doing at the time of acceptance of the proposal and why the same objection was not raised at that time. Surely, this is highly unfair to blame our client for nothing.

20. Our client further states that acceptance of the policy has been done in the month of March, 2004 with the commencement of the same from February, 2004. Now, the allegation on our client is that the proposals were deposited with the branch on and after the death of policyholder i.e. after 10.04.2004. Our client states that it is totally ridiculous and if this is the case, then how come the proposal was accepted by LIC for the month of March, 2004 and what was the interest of the office bearer of LIC to do so. Moreover, for the sake of

argument, our client states that it is possible that the proposal if deposited in the month of March, 2004 till the last day can take the office some time to accept but, the same if deposited in April, 2004 can and should not be accepted in the month of March, 2004 which clearly without any doubt proves that the allegation of LIC is totally false and intentional and without any substance and basis.

21. Our client further states that if the LIC has no right to use the money of one proposer for getting the policy adjusted for some other person until and unless the same is requested by proposer in writing and not on the say of the agent, LIC may follow the same and our client strongly believes and apprehended that such incident may create a scam within the LIC itself and this practice is being followed throughout the LIC offices all over the country where the money lying of thousands of proposers in form of excess payment/deposit are being catch away/adjusted by the LIC without their permission and when refunds are sought for, no payments are being made. Our client states that a possibility cannot be ruled out that this will definitely lead to a huge scam. Our client states that it was merely bad luck of the said Mr. Das (since deceased) that he died resulting in an early claim and that the LIC had some grudge against our client otherwise, the policy would have continued with the LIC gladly accepting the renewals, to our client's understanding, as happening with various cases which LIC at all level is aware of.

22. Our client states that the question on authenticity of the signatures was being questioned after the death of the proposer and it's a matter of surprise that the same was not questioned at the time

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of acceptance of policy by the underwriter and even, the same was done in the presence of a Medical Practitioner who was appointed by the LIC and was in the panel of the same to carry the medical tests as well as the special reports required as per the guidelines of the LIC.

23. Our client further states that without prejudice to what is stated herein and without admitting any allegations of LIC, every policy sold by an agent is a fresh contract whereby, the LIC is liable to pay commission for the business brought in by the agent to LIC and such commission has to be paid to the Agent till the contract carries on hence, LIC has no right to forfeit the amount already earned by the agent for the business generated already and hence, the question of forfeiture of the commission, which has already been earned and for business already generated by our client for LIC, does not and cannot arise at all and the same is against the provisions of the Contract Act.

24. Despite above and pursuant to the series of representations, submissions and replies made by our client, the Senior Divisional Manager in absolute disregard to the contentions and submissions made by our client, vide direction dated 10.03.2007, had imposed the penalty of termination of Agency under Rules 16(1) (a) and (b) of LIC of said Rule and at the same time also forfeits all renewal commissions due and payable to our client as proposed in the said SCN with immediate effect. Copies of various correspondences referred above are enclosed herewith as Enclosure - 6 (colly.) and a

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copy of above direction dated 10.03.2007 is also enclosed hereto as

Enclosure - 7.

25. Our client states that it would be pertinent to state that the Senior Divisional Manager, before the said direction dated 10.03.2007 was passed, vide letter dated 25.01.2007 (Enclosure-8) had inter-alia brought to the notice to the Chief Vigilance Officer that our client has a good track record of New Business and that he is a member of the Corporate Club for Agents, and that keeping in view the excellent NB performance of our client and that our client being a Corporate Club Member, the Senior Divisional Manager was contemplate to reconsider the decision with regard to the penalty to be imposed as proposed in the said SCN. However, the said representation fell on deaf ears, and that finally the agency of our client was terminated by above direction dated 10.03.2007.

26. Our client states that our client did challenge the said direction dated 10.03.2007 by filing an appeal dated 15.03.2007 (Enclosure-9) and recorded therein the entire true and correct facts of the matter and prayed for to set aside the said direction dated 10.03.2007. Our client states that despite above submissions and representations of our client, LIC by direction dated 06.11.2007 (Enclosure-10) informed our client that Competent Authority did not accord to our client's said Appeal dated 15.03.2007. Our client with the last alternative but to file a Memorial under Rule 24 of the said Rule before you and accordingly, our client states that our client did challenge the above direction dated 06.11.2007 before you vide his said Memorial dated 29.06.2008 (Enclosure-11) but you also without

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looking into the true and correct facts of the matter and also the malafide and dishonest intention of the concerned persons at LIC, rejected our client's said Memorial dated 29.06.2008 vide said Order dated 12.08.2009 (Enclosure-12) and left our client with dark future and without any livelihood despite being associated with LIC in the golden years of his life and serving LIC during that time with due efficiency and hard work. And thus, the present notice.

27. Our states, that our client, in this situation of confusion, plight and predicaments at your end, requested you to understand and resolve this concern which had arisen because of LIC's dereliction. However, instead of coming to rescue to resolve the concern, the LIC aggravated the whole confusion by refusing to apply your mind to the said situations, not to mention any assurances to salvage the situation. Your concerned officials were reluctant to entertain any request made by our client in the thick of plight. Our client further states that the fact of termination of agency and forfeiture of the balance commission due and payable to our client by the LIC, was done on the basis of alleged inquiry and investigation and that our client's submissions and representations were not even considered suggesting the fact that the entire approach of LIC has been insensitive and callous.

28. Our client further states that our client put up the proposal and the same were converted into good policies by LIC itself after verification and which clearly shows that our client had no role in converting the proposal into policies and the same were done by LIC at its own. Our client states that, as stated above, it was said Mr. P.

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B. Roy who played dirty game upon our client and did mischief and that caused said Order dated 12.08.2009 against our client.

29. Our client states that it would not be out of place to state here that, to our client's information, there has been several instances of adjustment of funds from one policies to the other which has been always at the whims and fancies of the office bearers of the LIC to save their skin to meet the targets or to create unaccounted revenues for the LIC.
30. Our client states that since the medical report is admittedly a condition precedent or acceptance of the said proposal, the same was duly followed and agreed to by LIC and then only the said proposal was converted into policies. Our client states that it is an afterthought of LIC that when the time for payment came before LIC to the said Mr. Das, LIC took view that the medical papers are forged. Our client states that had it been true then there was no question of conversion of proposal into policies and the said proposal would have been rejected by LIC, LIC did not do so.
31. Our client states that despite several representations made to the LIC apprising about the factual backdrop of the early death policies, you have, for reasons best known to you, not deliberated upon the representations and contentions made by our client in your said Order and blindly relied upon said alleged inquiry and investigation done at LIC with prejudice mind and attitude.

32. Our client states that there is no provision of forfeiture under the Rule whereby, the LIC has power to forfeit the amount due and payable by it to our client. Our client states that our client did earn its commission from LIC and only the payment of the same was to be made by LIC to our client. In any case, LIC cannot forfeit any amount of our client for which the business has been already generated by our client and LIC has already got its revenue from the same. Our client states that there was no issue of termination of our client's agency at all under the Regulation 16(1) (a)&(b) and hence, there was no application of Rule 19(1) and 10 (6) of the said Rule.

33. Our client further states that the termination of agency of our client and also forfeiting his due amounts by LIC is arbitrary, discriminatory and violating Articles 14, 19(1)(g) and Right to Life in Article 21 of the Constitution of India. LIC has no power to impose any unconstitutional condition or Rule or Regulation upon our client.

34. Our client further states that you will appreciate that the Right to Life includes Right to Livelihood because no person can live without the means of living i.e. means of livelihood and in present case, LIC has taken away the means of livelihood of our client. You will further appreciate that right to livelihood is provided in Constitution of India and if the Right to Livelihood is not treated as part of Constitutional Right to Life, the easiest way of depriving a person of his Right to Life would be to deprive him his means of livelihood and such deprivation would not only denude the life of its effective content and meaningfulness but it would make life impossible to live and which LIC had done in the present matter against our client.

35. Our client further states that due to termination of his agency and forfeiture of his due amount by LIC caused adverse impact on his social and business goodwill, reputation and further caused social injustice also. You will appreciate that the right to social justice is a fundamental right. Right to Livelihood springs from the right to life guaranteed under Article 21 of the Constitution of India. Further, Right to Human Dignity, Development of Personality, Social protection are fundamental human rights to a common man for which our client is entitled to and which has been deprived by LIC. Our client further states that the right to social security and protection of family are integral part of the Right to Life and further Right to Social and Economic Justice is a fundamental right which has been adversely affected due to LIC's attitude and finally by your said Order dated 12.08.2009.

36. Our client states that the LIC must work in accordance with certain constitutional conscience and whether it has so acted must be dicrinible from the conduct of LIC which did not find on the part of LIC in the present case. Our client states that all the action of LIC has to be or must be subject to the Rule of Law. The LIC fails to satisfy the test of reasonableness or fair play or natural justice and which are part of the Rule of Law applicable in the present case of our client.

37. Our client further states that without prejudice to the contention that the termination of the agency of our client and forfeiture of due amount of our client by LIC is illegal, bad-in-law and void-ab-initio,

our client categorically state that such unfair and untenable or irrational relevant Rules are also unjust amenable to judicial review. Our client further states that the purpose of Rule of Law is not simply to create conditions of liability but also to respond to social process of promising, which LIC ignored in the present matter.

38. Our client states that the aforementioned acts against our client have suggested beyond all reasonable doubt that the LIC's approach and attitude in addressing this issue is malafide, vexatious, bad-in-law, and as such, on the basis of malice and oblique motives, and by doing so, LIC have made an attempt to misuse the legal process to give legal sanctity to the otherwise illegal acts on the part of LIC. Our client further states that the said Order is a stigma upon our client and our client is suffering from the same in all manner.

39. Our Client further states that besides taking appropriate legal action for lifting of the alleged said Order for termination of agency and forfeiting the amount of our client, he also intends to make the members of public aware of the LIC's perverse and arbitrary attitude in handling and giving sanctity to illegal and malafide acts, not to mention dereliction, and ensure that unwary people who have faith and assurance of the quality insurance services from LIC may be saved from suffering from what our client had already gone through.

40. Our client states that be that as it may, our client, for the loss suffered by him as a direct and immediate result of your arbitrary and perverse act and said Order dated 12.08.2009, hereby request you to reconsider your said Order dated 12.08.2009 and lift and set

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aside the said Order dated 12.08.2009 passed by you of rejecting the said Memorial dated 29.06.2008 of our client and further, release the payment of balance commission due and payable to our client till date.

41. Our client states that if aforesaid request as made in para 40 above are not fulfilled by you within a period of 30 days from the date of receipt of this notice by you then our client, in addition to approach the appropriate Authorities under the said Rule, will have no option but to approach to media, newspapers to show the malpractices at LIC including what did in the present matter towards our client by LIC and also to take appropriate civil and/or criminal action against all concerned persons at LIC before appropriate Court/Forum including Ombudsman without any further reference to you and the same shall be entirely at your/LIC's risk as to cost and consequences thereof.

Yours faithfully,

For Kookada & Associates

Rajendra Kookada

(Rajendra G. Kookada)

Advocate

Encl.: As above total page 1 to 74 (including notice pages)

Anirban Kar L.L.B.
ADVOCATE

P-14' 155

Office : 7 Old Post Office Street, Kolkata 700 001
Ph: 2248 4289 / 2243 0562
Chamber : 8/9 Alipore Park Road, Kolkata 700 027
Ph: 2479 9743
Residence : 8/2B Alipore Park Road, Kolkata 700 027
Ph: 2479 8796 / 7114

Dated : 14th September, 2010

To,

1. The Chairman,
Life Insurance Corporation of India,
Yogakshema,
Jeevan Bima Marg,
Mumbai - 400 021.
2. The Managing Director,
Yogakshema,
Jeevan Bima Marg,
Mumbai - 400 021.
3. The Zonal Manager, (Eastern Zone)
LICI,
4, C. R. Avenue,
Hindusthan Building,
Kolkata - 700 072.
4. The Divisional Manager,
K.S.D.O.,
DD - 5, Salt Lake City,
Kolkata - 700 064.
5. The Branch Manager,
Salt Lake Branch (LICI),
CF - 335, Salt Lake City,
Kolkata - 700 064.

Dear Sir,

Re: LIC Agency of Mr. Vijay Agarwal, Code No. 97633411D, a direct Agent with Life Insurance Corporation Of India, Kolkata Suburban Division, Eastern Zonal Office, residing at Flat No. 4D, Divine Bliss, 2/3, Judges Court Road, North, Kolkata - 700 027.

My Client, Mr. Vijay Agarwal

I write to you under instruction from and on behalf of my client above-named and state as follows: -

My client became an agent of Life Insurance Corporation Of India in 1988 and has since been successfully acting as an agent of Life Insurance Corporation Of India (hereinafter referred to as LIC). He was qualified for the Chairman Club in the year 1992 and has also been qualifying for the Million Dollar Round Table (MDRT) for the last 12 years. He has occupied a number of positions as an agent of LIC for more than 4 years and has brought LIC an average business of Rs. 10 Crores annually and yearly premium of more than Rs. 50 Lakhs to LIC. His total business in force is to the tune of approximately Rs. 120 Crores with a first premium income of Rs. 4 Crores. He has issued insurance coverage for more than 4,000 lives and such policies are live and bring in renewal commission of more than Rs. 18 Lakhs a year.

My client had been invited on various occasions to take training classes for agents of LIC at their training centers both at the Divisional Level Training Centers as also at the Zonal Level Training Centers and had been a regular invitee by most branches of LIC and at the Divisional offices for motivating other LIC agents and had been a member of the Corporate Club of LIC agents since its inception. My client had been working as a Direct Agent of LIC for about 20 years i.e. up to March, 2007 when certain allegations were made against my client.

Such allegations were incorrect and baseless and without any merit. Such allegations were never proved against my client. No disciplinary enquiry was ever conducted against my client and my client was never allowed an opportunity to explain his defense against such incorrect charges. My client was punished for no fault of his

which would be evident from various correspondences addressed to LIC including a letter to the Chairman LIC through his Advocates, dated 20.07.2010. My client reserves his right to challenge such punishment.

My client is not only entitled to be expunged from the stigma of the incorrect allegations made by LIC but also entitled to receive his commission from the existing policies maintained by his clients/policy holders with LIC.

My client is further entitled to the commission already earned by my client and to future commissions on businesses done by my client for LIC. The LIC agency of my client was his only source of livelihood and such legitimate dues of my client cannot be refused by LIC.

I thus on behalf of my client request you to kindly take all steps for withdrawing the allegations against my client and to release all commission amounts due to my client within 15 days of receipt of this letter, failing which, I shall be constrained to initiate appropriate legal proceedings, on behalf of my client, for release of such amounts.

Kindly treat this as a Demand for Justice on behalf of my client.

Yours faithfully,



ANINDYA SENGUPTA
Advocate

Paralel Advocate of L.I.C.I. & United Bank India

Contact: 9836596608

Res: 65167779

E- Mail: ansen@rediffmail.com

Office : Block C, Room No. 3, District Bar Association, District Judges Court, Barasat
Residence: 1/1, 'Sundaram', Nataji More, P.O.- Nabapally, Barasat, Kolkata- 126

Ref No.....

Regd. with A/D

Date: 28-09-10

To,
Mr. Anirban Kar, Advocate,
7 Old Post Office Street,
Kolkata-700004

Sir,

Sub : Your letter Dt. 14.09.2010

Ref : LIC Agency of Mr. Vijay Agarwal

My Client: Chairman, Life Insurance Corporation of India,
Yogaksherna, Jeevan Birna Marg, Mumbai- 400021 along with its all
subordinate officers.

Under instruction from and on behalf of my aforesaid client in reply to
your above mentioned letter I would like to state as follows:

That the statements made in para 1 & 2 of your letter Dt. 14.09.2010
are all matter of record and your client's earlier performances bear no
relevance for now for my client.

That the statements made in para 3 of your letter is false, concocted,
without merit and made with malafide intention. It is totally false to
say that allegations made were incorrect and baseless and without any
merit and such allegations were never proved against your client. It is
again false to say that no disciplinary enquiry was ever conducted

... Cont. P/2