

civijay@hotmail.com VIJAY AGARWAL (M) 9830719081

PETITIONER: - VIJAY AGARWAL (PETITIONER) VS LIFE INSURANCE CORPORATION OF INDIA (RESPONDENT)

Munali Roerke
9830007345

<u>DATED</u>	<u>PAGE NOS.</u>	<u>LIST OF EVENTS</u>
In 1992	1 - 2	Your petitioner qualified for the Chairman's Club.
3.2.2004 13.02.04	3 - 15 13.2.04	Your petitioner brought in a proposal of one Prasenjit Das, aged about 23 years for an insurance policy with LIC.
2.3.2004 05.3.04	16 - 22 12.3.04	The proposer duly underwent medical examination form the Authorized Medical Examiner of LIC.
5.3.2004	23 - 24	Such proposal along with medical report was submitted with LIC.
1.03.2004 03.03.04	25 - 30	The proposal was registered by the LIC on 31 st . March. 2004. However, but the respondent authorities proceeded on the basis that the proposal was registered on 16 th . April, 2004.
10.4.2004		The petitioner came to learn that Shri Prosenjit Das had died in a road accident on 10 th . April, 2004 on his way to Digha. Such information was given to the petitioner by the nominees of the deceased.
22.5.2004 22.05.04	22.05.04	The petitioner duly informed the respondents of the death of the proposer.
05.07.2004 05.07.04	31 - 33	Claim forms were submitted by the nominees of Prosenjit Das dated 3 rd . July, 2004 at the office of the Branch Manager, Salt Lake office.
10.08.2005 10.08.05	34	The petitioner received a letter from the Senior Divisional Manager, LIC informing him that the claim filed by the nominees of Prosenjit Das pertaining to his six policies have been found to be a case of "bad claim" and on the basis thereof the authority has purportedly decide to withdraw the authority of authorization of any moral hazard report from the petitioner with immediate effect. A Vigilance Case being regular Vigilance Case No.VIG/EZ/811/9629 was initiated by the respondents.
30.10.2006 30.10.06	35	The petitioner was informed about the registration of the vigilance case and the petitioner was asked not to procure any new LIC business till finalization of the said case. The competent authority purported to suspend the license of the petitioner till finalization of the Vigilance Case.
20.11.2006 20.11.2006	36 - 38	By a letter, petitioner replied to the letter dated 30.10.2006.
24.12.2006 24.12.06	39 - 41	The petitioner received a notice intimating the petitioner about initiation of a disciplinary proceeding against the petitioner issued by the respondents. Such notice proposed termination of Agency and forfeiture of renewal commission and directing the Petitioner to show cause on various charges.
27.12.2006	42	The petitioner replied to the said show cause specifically contending

Mr. Satadip Bhattacharya, Advocate
Pres. with Mr. A. Mitra, Sr. Adv. 11.30am
16.11.2007

		that the proposal form contains the signature of the deceased and even the other declarations as to his health bear the signature of the deceased duly verified and authenticated by signatures of Medical Experts and Doctors who had personally examined the deceased on the said dates as mentioned in the said reports and certificates.
03.03.2007 10'03'07	43 - 44	The petitioner was communicated a purported final order dated 10 th . March, 2007 issued by the Senior Divisional Manager, LIC. The petitioner was found guilty of charges mentioned in the said show cause notice and thereby terminating the agency of the petitioner.
05.03.2007 15'03'07	45 - 46	The petitioner preferred an appeal from the said order before the Zonal Manager, LIC.
16.01.2007	47	The petitioner was informed that the competent Authority did not reconsider the appeal.
09.06.2009	48 - 49	The petitioner made a further appeal to the Chairman.
02.08.2009 07'08'09	50 - 51	Order passed by the Chairman, affirming the order dated 29.06.2009.
08.03.2013 18'03'13	52 - 60	The petitioner challenged the order dated 12.08.2009 by filing a writ petition being W. P. No.12898 (W) of 2012. The said writ petition was disposed of by holding that the entire proceedings have been conducted in breach of principles of natural justice and all orders passed by the disciplinary authority and the Petitioner Authority and the Chairman were set aside. The proceedings were directed to immediately commence from the stage after submission of reply given by the petitioner. Various other directions were also given with regard to recalling the mode and manner of conduct of the proceedings.
05.03.2013 04.04.2013 23'04	51 A & B	In terms of the order passed by Hon'ble Justice Dipankar Dutta, letter was sent by respondent along with the documents to be relied upon by the Disciplinary Authority.
04.04.2013 28'04	51 C	Letter was sent by petitioner to LIC regarding incorrect date.
06.04.2013	51 D	Reply by respondent.
10.05.2013	51 E	Letter to respondent as to which document to be relied upon.
22.05.2013	51 F	Reply by respondent which document to rely upon.
06.06.2013	51 G	Letter to respondent disputing the documents and denying the charges levied by LIC.
06.06.2013	61	Respondents letter to petitioner to submit written reply along with documents.
06.06.2013	62 - 63	Petitioners letter to respondents letter dated 13.06.2013 asking for claim form submitted by family member, letter by father of the deceased for releasing the claim amount & letter of their advocate

		to release the claim
..07.2013	64	Respondents letter against WP12898 of 2012 with the evidence which have been relied upon.
18.07.2013	64A	Respondent's letter in reply of letter dated 25.06.2013 along with documents asked in the aforesaid letter and also fixing personal hearing on 5 th August 2013.
26.07.2013	65 – 66	<p>The petitioner prayed for leave to examine some of the employees of LIC and the Doctors, However, such permission was not granted in hearing held on 5th. August, 2013 and the proceeding was declared to have come to an end.</p> <p>The said order passed by the authorities was thereafter challenged by the petitioner by filing a writ petition being W. P No.24905(W) of 2013 which was disposed of by observing that "the authority conducting the enquiry will allow the petitioner to call any witness as long as the evidenced is relevant to the issues that arise in the proceedings, but the authority will not be obliged to furnish the names of any employee of the Corporation or summon such employees or any other person for the purpose of the petitioner cross-examining them".</p>
05.08.2013		Minutes of respondent.
27.08.2013	67 – 69	<p>A writ was filed before Justice S. Banerjee seeking cancellation or setting aside or withdrawing the purported decision as incorporated in the minutes dated 5th August, 2013 and all proceedings relating thereto and /or there under.</p> <p>Order for WP24905 of 2013 by Justice S. Banerjee.</p>
18.09.2013	70 – 71	In terms of the said order, the petitioner by a letter, requested the authorities to the entire petitioner to examine the witnesses mentioned in the said letter duly disclosing the reasons why he was required to be examined such witnesses.
19.09.2013	71A	The respondents by their letter gave an opportunity to the petitioner to bring any witness on the next date of hearing fixed on 26 th . September 2013.
21.09.2013	72 – 74	The declaration of the empanelled respondent doctors declaring of performing the medical test of the deceased physically in March 2004 (Before the death).
23.09.2013	75	Petitioner reply to the respondents letter dated 19.09.2013 extending the dated for personal hearing.
27.09.2013	75A	<p>Minutes for the proceeding held on 27.09.2013.</p> <p>Since the witnesses proposed to be examined by the petitioner, namely, Dr. C. R. Ghosh and Dr. Alope Kumar Chowdhury who had</p>

		done the pathological test of the deceased policy holder and also examined Prosenjit Das could not be produced and even the other Doctor, Dr. Debjit was not available. The petitioner thereafter requested the authorities to fix another date. Such prayers made on behalf of the petitioner were not considered and accordingly the disciplinary authority took on record the documents produced by the petitioner – (1) Proposal Review Slips registered on 31.03.2004; (2) Report of signature Expert confirming the signature of the deceased; (3) The Certificates of authorized medical practitioners confirming personal & physical examination of the deceased.
30.09.2013	76 – 85	The petitioner received a copy of the final order passed by the Divisional Manager wherefrom it is revealed that the disciplinary authority has found the petitioner guilty of charges as mentioned in the said show cause notice.
28.12.2013		Your petitioner in accordance with the Regulation 20 of the Life Insurance Corporation (Agents) Regulations, 1972 preferred an appeal against the said order dated 30 th . September, 2013 passed by the Divisional Manager.
31.01.2014	86 – 90	Reply of the respondent sending the format for tendering appeal.
03.02.2014		Your petitioner received a communication dated 31 st . January, 2014 issued by the Branch Manager, LIC, Salt Lake Branch enclosing the "format of tendering appeal by agent" against termination of Agency and requested the petitioner to send the same back through proper channel within stipulated time frame, and further stated that otherwise the advance copy directly sent by you to the Appellate Authority will not be taken into account. The said communication was issued by the Branch Manager as directed by the competent authority.
10.02.2014	91 - 92	Your petitioner has soon thereafter made a further representation addressed to the Branch Manager with a copy to Zonal Manager as also Branch Manager. Though the authorities have received such representation, no response was made to the same.
02.04.2014	93 – 94	Order to WP 9475 of 2014 was communicated to the respondents vide letter dated 2 nd April 2014. Being grieved petitioner filed another writ bearing No.WP9475 of 2014 where Justice Dipankar Dutta deliver the respondent to consider the appeal vide order dated 26.03.2014.
06.04.2014	95 – 98	On hearing date petitioner visited the respondent office with lawyers to make representation before the respondent .However the lawyers were not allowed hence two representations were made before the Appellate Authority (Regional Manager) which

		were finally not considered.
2014 22/04/14	99 - 101	Petitioner again made representation to allow legal representation through another letter.
5.2014 27/05/14	102 - 111	Respondent passed another identical order with not hearing petitioner or legal representation.
8.2016 18/08/16		Another writ bearing No. WP18354 of 2014 was filed challenging order dated 21.05.2014 asking to allow legal representation.
8.2016	112	Order under WP-18354 of 2014 of Justice Joymalya Bagchi.
9.2016 21/9	113	Appearance hearing was called vide letter dated 21.09.2016
9.2016 21/09/16	122-169	Personal hearing was made and a written representation of 47 pages was made acknowledged by the respondent.
9.2016	114	Minutes of the personal hearing.
11.2016 08/11/16	115 - 121	The final order by the appellate authority / respondent which was the repetition of the previous orders.
11.2017 25/11/17	122 - 169	Petitioner's representation for reconsideration of the order dated 08.11.2016 by the appellate authority to the Chairman which remains un replied till date.

Agent Licence

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



बीमा विनियामक और विकास प्राधिकरण (बीमा अधिकर्ता अनुसूचना) 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 अनुज्ञापित
LICENCE TO ACT AS AN INSURANCE AGENT UNDER PART II OF THE INSURANCE ACT, 1938 (IV OF 1938)

बीमा अधिकर्ता का नाम:
NAME OF INSURANCE AGENT:
पता :
ADDRESS:

VIJAY AGARWAL
7, HARLSAVA STREET
KOLKATA
KOLKATA
WEST BENGAL -700023

लिखित फीस के सदाय पर और आवश्यक घोषणा करने पर दोनों जीवन बीमाकर्ता तथा साधारण बीमाकर्ता के बीमा कारबार उपाप्त करने या उसके लिए आग्रह करने के लिए 15/10/2005 से तीन वर्ष के लिए बीमा अधिकर्ता का कार्य करने के लिए प्राधिकृत है :
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

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

वि. एम. टि. व

अध्यक्ष Chairperson

अभिहित व्यक्ति Designated Person

अनुज्ञापितधारक के हस्ताक्षर Signature of Licence Holder


यह अनुज्ञापित तब तक विधिवान् नहीं होगी जब तक बीमा विनियामक और विकास प्राधिकरण के अध्यक्ष के हस्ताक्षर की अनुज्ञापित धारक के नामित व्यक्ति के प्राधिकृत व्यक्ति के आदेश, अनुज्ञापित धारक के हस्ताक्षर और पहचान-पत्र उत्त पर न हों। अनुज्ञापित धारक को अनुज्ञापित के प्राधिकृत व्यक्ति के हस्ताक्षर प्राप्त करने पर ही इस अनुज्ञापित को प्रयोग में लाना चाहिए।
This licence is not valid unless it bears a facsimile of the signatures of the Chairperson of the Insurance Regulatory and Development Authority and the Designated Person in the presence of a person authorized by him in this behalf, the signature of the licence holder and the identity card of the licence holder, and the signature as soon as licence is received.

टिप्पण Notes

- यदि इस अनुज्ञापित को अधिकृत व्यक्ति के लिए नवीकृत करने की जरूरत है तो बीमा विनियामक और विकास प्राधिकरण (बीमा अधिकर्ता अनुसूचना) विनियम, 2000 के विनियम 3 में उल्लिखित प्रक्रिया का पालन किया जाएगा और नवीकरण के लिए आवश्यक अनुज्ञापित की लागत को पूर्व अभिहित व्यक्ति के पास भेजा जाना चाहिए; इस विषय में अंशदा धारक बीमा अधिनियम, 1938 की धारा 42 की उप-धारा (3) और (3क) के उपबन्धों की ओर भी ध्यान दिया जाना है।
- 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 अनुज्ञापित, उसके जारी विनियामक बीमा कारबार के लिए अधिकर्ता के रूप में जारी करने के लिए अनुज्ञापित धारक को संतुष्ट करती है, और इस लिए कोई भी चिह्नित करने वाला चिह्न न दिया जाए।
- This licence authorises the licence holder to act as an agent for the insurance business specified thereunder, and therefore no identifying mark or note of any description by which the identity of an insurer might be established should be placed on the licence.
- यदि इस अनुज्ञापित पर कोई भी सुधार करने की आवश्यकता नहीं होगी जब तक बीमा विनियामक और विकास प्राधिकरण के अध्यक्ष या उसके द्वारा निर्दिष्ट व्यक्ति के आदेश पर अंशदा न हो।
- No correction in this licence will be valid unless intitled by the Insurance Regulatory and Development Authority or a person authorised by him in this behalf.
- अनुज्ञापित धारक का ध्यान बीमा विनियामक और विकास प्राधिकरण (बीमा अधिकर्ता अनुसूचना) विनियम, 2000 के विनियम 8 के अधीन निर्दिष्ट आचार संहिता की ओर आकर्षित किया जाता है, और अंशदा-व्यक्ति के किसी उल्लंघन का परिणाम अनुज्ञापित को 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 97633...111 Branch Ultras Salt Lake

ID Card

	Lic No 029 761906 Name of the Agent VIJAY AGARWAL Name of the Insured HARI RAM AGARWAL Name of the Insurer LIFE INSURANCE CORPORATION OF INDIA
Issued on: 23/8/2005 Valid upto: 14/10/2008 Born on: 23/5/1963	Signature of the Agent Name of Insurer (with Seal) (Please see on the reverse)
The holder of this card is authorised to sell our insurance products, as per our terms and conditions.	
Address and telephone numbers of the Insurer: A. Dasgupta Marketing Manager Designated Person P. K. S. O. DD-5, Sector-I, Salt Lake City Kolkata-64	
Address and telephone numbers of the Agent: HOUSE NO : 7 STREET : HARI SAVA STREET TOWN : KOLKATA STATE : WEST BENGAL -700023 PHONE : 033-4497370	

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फॉर्म नं. JUB/F.No. 105(अमर) Rev 02

VIJAY KASHI
 Club Member
 U.C.I., Salt Lake
 Kolkata

भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

येन बीमा निगम अधिनियम 1956 द्वारा स्थापित
 (Established by the Life Insurance Corporation Act, 1956)
 कोलकाता उपनगरीय परिसर/Kolkata Suburban Division

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

आगत क्रमांक / Inward Number

ऑफिस में उपयोग के लिए/For Office use

प्रस्ताव/Proposal No. **11426**

जमा राशि/Amount of Deposit

जमा का दस्तावेज/ B.O.C. **1161A**

दिनांक/Date **19/8/87**

भरनेवाला द्वारा पूरा करना/To be filled in by Agent

नाम/Name **V. Agarwal**

अभिज्ञता का नाम/Agent's Name

अनुमति नं./Licence No.

पता/Address **110/110 D.O. Code no. 97633411/8**

विकास नं./Code No.

समाप्ति तिथि/Date of Expiry

सभी उत्तर स्पष्ट लिखने चाहिए/उत्तर शब्दों में देने चाहिए/रेखा, बिन्दु या अन्य किसी प्रकार के चिह्न 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 marks.

पूर्ण नाम (पुरुष-पहले) और पता जिसमें संचारण किया जायेगा
 Full name (Surname first) and Address to which communication are to be sent

DAS PROSENIT

C/O Das Pradip Kumar

1A, Harsi Sava Street

Kolkata पिन PIN **710013**

उपरोक्त (पता, टि.डी कोड) / Telephone no. (with STD code):

आवास / Residence **23**

ज्यादा / Office **3-पैर / E-mail**

स्थायी पता (अगर उपरोक्त से अलग है) / Permanent Address, if different from above

3/A/1/5 Nepal Neogi Sur. Street

Kolkata पिन PIN **710013**

पति का नाम Short Name **P. D.A.**

पिता का पूरा नाम (पुरुष-पहले) / Father's name (Surname first) **DAS PRADIP KUMAR**

नामित व्यक्ति का पूरा नाम (पुरुष-पहले) और पता
 Nominant's Full Name (Surname first) and Address

DAS PRADIP KUMAR

उम्र / Age **34**

आप से संबंध / Relationship to yourself **Cousin Brother**

अन्य व्यक्ति का पूरा नाम (पुरुष-पहले) और पता
 Nominant's Minor appointee's Full Name and Address

उम्र / Age

नामित व्यक्ति के साथ संबंध / Relationship to Nominant

हस्ताक्षर / Signature

अभिज्ञता के रूप में नियुक्त व्यक्ति का पता / Appointee as taken of consent

ध्यान दें: प्रस्तावक को यदि संभव हो तो निम्न सुविधा उपलब्ध कराने में है। It is in the interest of the proposer to avail the facility of nomination

आयु-उपरोक्त के अनुसार / Age as above	प्रस्तावित राशि / Sum Proposed	प्रस्तावित बीमा पत्र पर आवश्यकता है कि? / Is Accident benefit required?	नामित व्यक्ति का पूरा नाम और पता / Critical illness Sum Proposed (if required)	आयु-उपरोक्त के अनुसार / Age as above	विवेक और बीमा के आगे प्रयोग के लिये प्रस्तावित राशि / If Policy is to be used back.	जमा राशि / Amount Deposited
16/1/85	15000	NO		NO	28/7/87	1325
आयु-उपरोक्त के अनुसार / Age as above	प्रस्तावित राशि / Sum Proposed	प्रस्तावित बीमा पत्र पर आवश्यकता है कि? / Is Accident benefit required?	नामित व्यक्ति का पूरा नाम और पता / Critical illness Sum Proposed (if required)	आयु-उपरोक्त के अनुसार / Age as above	विवेक और बीमा के आगे प्रयोग के लिये प्रस्तावित राशि / If Policy is to be used back.	जमा राशि / Amount Deposited

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BO

1(A) वर्तमान व्यवसाय एवं कार्य का वर्णन/ Present Occupation & Exact nature of Duties: Self employee		कार्य का स्थान/ Place of duty: Kollata	
1(B) वर्तमान नियोजक का नाम व पता/ Name and address of present employer: nil		वर्तमान नियोजक का पता/ Address of present employer: nil	
1(C) शिक्षण योग्यता/ Educational Qualification: H.S. Passed	वार्षिक आय/ Annual Income Rs: 7.5,000/-	आय का स्रोत/ Source of Income: Self employee	क्या आप एक निर्यात/ Are you an Exporter? NO
1(D) यदि आप, जहाँ/जहाँ/जहाँ सेवा के कर्तव्य हैं तो कृपया निम्न का प्रवेश करें/ If you are employed in the Armed Forces, Please state			
1(E) क्या आप किसी भी वायु सेना में शामिल हैं/ Are you in any of the Air Force? NO	1(F) क्या आप किसी भी नौसेना में शामिल हैं/ Are you in any of the Navy? NO	1(G) क्या आप किसी भी सैन्य में शामिल हैं/ Are you in any of the Army? NO	1(H) क्या आप किसी भी वायु सेना में शामिल हैं/ Are you in any of the Air Force? NO

2(A) क्या आप किसी भी वायु सेना में शामिल हैं/ Are you in any of the Air Force?
NO

2(B) क्या आप किसी भी नौसेना में शामिल हैं/ Are you in any of the Navy?
NO

2(C) क्या आप किसी भी सैन्य में शामिल हैं/ Are you in any of the Army?
NO

2(D) क्या आप किसी भी वायु सेना में शामिल हैं/ Are you in any of the Air Force?
NO

3(A) क्या आप किसी भी वायु सेना में शामिल हैं/ Are you in any of the Air Force?
NO

3(B) क्या आप किसी भी नौसेना में शामिल हैं/ Are you in any of the Navy?
NO

3(C) क्या आप किसी भी सैन्य में शामिल हैं/ Are you in any of the Army?
NO

3(D) क्या आप किसी भी वायु सेना में शामिल हैं/ Are you in any of the Air Force?
NO

पॉलिसी नंबर/ Policy Number	पूरा नाम/ Full Name	वर्ष/ Year	प्रकार/ Type	करीबी/ Near	दूरी/ Distance	अंश/ Share	वर्ष/ Year	प्रकार/ Type	करीबी/ Near	दूरी/ Distance	अंश/ Share	वर्ष/ Year	प्रकार/ Type	करीबी/ Near	दूरी/ Distance	अंश/ Share	
2245 B 526 K S 470		1-20					YES	2000	OR	with	happened						

4. परिवारिक इतिहास/ Family History

परिवारिक इतिहास/ Family History	जीवित/Alive		मृत/Dead	
	वर्ष/ Present Age	स्वास्थ्य की स्थिति/ Status of Health	मृत्यु का वर्ष/ Year of Death	मृत्यु का कारण/ Cause of Death
पिता/ Father	46	Good		
माता/ Mother	40	Good		
पति/ Husband	44	Good		
पत्नी/ Wife	33	Good		

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.

Car. No. / Fr. the 25th March 2009

Full Name of the Life to be Examined: Prosenjit Das Age 22

Identification marks

A scar on right leg.

Introduced by V. Agarwal Introducer's Designation and Signature

2. Height (cms.) (without shoes)	Weight (kgs.) (in this clothes)	Girth of abdomen (cms.) (over navel)
164	54	74
Chest (cms.)—over nipple	Full Expiration (cms.)	Full Inspiration (cms.)
78	78	83
Pulse Rate pm.	Blood Pressure	Systolic Diastolic
72	1st Reading 2nd Reading	120 80 120 60

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	30
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	30
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 uterus, cervix, or ovaries ?	—

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 (signature and his/ her relation to him/her or the Agent or the Development Officer) in the space earmarked below in my presence and that I am related to him/her or the Agent or the Development Officer.

Dated at 1/5 on the 25th day of March 1957 at 11:00 a.m.

Brownjull-Bois
Signature of the life to be assured

Medical Examiner's Name and Address
Dr. A. S. ...

Alister ...
Signature of the Medical Examiner

Qualifications ...

9



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

निगम
of India

रीमा निगम अधिनियम 1956 द्वारा संशोधित
Acted by the Life Insurance Corporation Act, 1956.
परिभाषित, नियुक्त (अथ सृष्टि)

IMA KIRAN POLICY (Without Profits)

यह बीमा पत्र जीवन बीमा निगम (विना लाभ) द्वारा जारी किया गया है। इस पत्र में शरीरमूल्य का बीमा शामिल है। बीमा शुरू होने के तुरंत बाद मृत्यु होने की स्थिति में बीमा धन का अंशक अर्पण किया जाएगा। इस पत्र में लाभ का कोई भी दावा नहीं किया जा सकता है।

मातृ, पिता या पत्नी के अभाव में बीमा धन को कानून के अनुसार वितरित किया जाएगा।

यदि बीमा धन को अंशक अर्पण करने के लिए कोई भी व्यक्ति को नामित किया गया है, तो उसे अपना हस्ताक्षर और मुद्रा के साथ बीमा पत्र पर प्रेषित करना होगा।

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तारीख: Bahadur ति. पुन. डि. अ. C. S. D. O.
430

DARAMNAGAR BRANCH

नं. पत्रा एवं तिथि Policy No. and Date of Commencement	शर्तों व अवधि Tds and Term	मृत्यु भित्तिय मृत्यु वेतन Death Benefit Maturity Benefit No.	द्वे तिथि एवं प्रकार का भुगतान Due Date and Mode of Payment	द्वे अंशक भुगतान Instalment Premium Payable, Rs	निगम का बीमा पत्र संख्या Free Insurance Cover No. निगम का बीमा पत्रा संश्लेष तिथि Date of Expiry of Life Insurance
422433326 28-10-2000	111-30 (30)	120000 30960.00	28TH BY	258.00	72000 4502 28-10-2040
ANURADHA DAS पति एवं जीवन साथी का नाम और पता PROSENJIT DAS 3/A/H/2, NEPAL NE 101 SUR STREET CALCUTTA Pincode:- 70000		M Name and Address of Proposer and Life Assured		मृत्यु तिथि Date of Maturity अंशक भुगतान की तिथि Date of Last Payment जन्म तिथि Date of Birth पंजीकृत तिथि Age/Admission 28-10-2030 28-07-2030 19-08-1981 17 YEB (S)	

संक्षेप विवरण

यह बीमा पत्र जीवन बीमा निगम द्वारा जारी किया गया है। इस पत्र में शरीरमूल्य का बीमा शामिल है। बीमा शुरू होने के तुरंत बाद मृत्यु होने की स्थिति में बीमा धन का अंशक अर्पण किया जाएगा। इस पत्र में लाभ का कोई भी दावा नहीं किया जा सकता है।

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मृत्यु के तुरंत बाद का भुगतान
Mortality Benefit

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मृत्यु के तुरंत बाद का भुगतान
Mortality Benefit

Life Insurance Corporation of India NEW DELHI SUBURBAN DIVISIONAL OFFICE <small>(Established by the Life Insurance Act, 1956)</small> Agents Confidential Report/MHR		Agency Code/ Dev. Officer Code																																																
		Proposal No./ Branch																																																
Agents Name & Address VIJAY AGARWAL <small>CU's Club Member Agent</small> 1, L.O.J., Bahi Lake Branch Phone No. 874308		Licence No. Date of Expiry																																																
Name of Proposer Vijay Agarwal		Age 23																																																
Name of Life Proposed Sanjay Agarwal		Sex Male																																																
a) How long do you know the life proposer? Since 2 months		b) Are you related to the proposer? If so, give details. no																																																
c) What is the occupation of the proposer? no job		c) What is the education of the proposer? no job																																																
2. I) Give details of Annual Income from		II) Give details of Annual Income from																																																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Proposer</th> <th>Life Proposed</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>a) Employment</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b) Business/Profession</td> <td></td> <td>7000</td> <td></td> </tr> <tr> <td>c) HUF</td> <td></td> <td></td> <td></td> </tr> <tr> <td>d) Other sources (specify details)</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL</td> <td></td> <td></td> </tr> </tbody> </table>			Proposer	Life Proposed	Remarks	a) Employment				b) Business/Profession		7000		c) HUF				d) Other sources (specify details)				TOTAL				<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Proposer</th> <th>Life Proposed</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>a) Employment</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b) Business/Profession</td> <td></td> <td>7000</td> <td></td> </tr> <tr> <td>c) HUF</td> <td></td> <td></td> <td></td> </tr> <tr> <td>d) Other sources (specify details)</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL</td> <td></td> <td></td> </tr> </tbody> </table>		Proposer	Life Proposed	Remarks	a) Employment				b) Business/Profession		7000		c) HUF				d) Other sources (specify details)				TOTAL			
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III) 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 Ac. 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 no																																																
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/hor having suffered from any illness, injury or undergone any operation, hospitalization or medical investigation?		a) Good b) no c) no																																																
4. Did you discuss the previous policies of the Proposer/Life Proposed and are you satisfied that no policy has lapsed within the last 5 years?		now part lapsed more than 2 yrs																																																
5. Are you aware of any proposal (or revival of any policy) of the life proposed which has been deferred, declined, dropped or other than those proposed?		no except ST prop for LIC card																																																
6. Are you aware of anything in the occupation, financial or social position of the life proposed, his/hor personal habits or any other circumstances which might be likely to add to the risk?		no																																																
7. Under Non-Medical cases only, give																																																		
a) Marks of identification																																																		
b) Exact Physical Measurements:																																																		
cm.	Kg.	cm.	cm.	cm.																																														
[]	[]	[]	[]	[]																																														
Height	Weight	Girth of abdomen at Navel Level	On Expiration	On Inspiration																																														
		Girth of Chest at Nipple Level																																																
8. 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 _____ day of _____ 20____		20/11/2011																																																
Signature of Agent		[Signature]																																																
(To be completed by the Dev. Officer)		(To be completed by the ABM/SM/Sr. GM)																																																
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.		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		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 change 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, VI, 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 20 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, VI, V2, and V3, immediately after exercise.

Divisional Office..... Kolkata Dev. Officer's Name.....
 Branch Office..... V.B. Agent's Name..... Vijay Prop./Pol. No.....
 Full Name of the Examinee..... Pranabjit Das
 Age..... 2 Years Introduced by..... Vijay 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' NO
 'or'
 '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. No information has been withheld.
Dated..... 12th days of March 2004

Witness.....
 Medical Examiner
[Signature]
 Dr. Debji Chatterjee
 MBBS (Gen), MD (Gen)
 Physician & Cardiologist
 Medical: Health Care &

[Signature]
 Signature for the Life Assured before Medical Examiner

Empavelled
lab. of UC



MEDILINK HEALTH CARE

DIAGNOSTICS CENTRE PVT. LTD.

TM, Valika, 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 Yr Sex : M
Patient's ID : 3489/0001 Date of Report : 12/03/04
Ref. By : Dr. C/O L. I. C. OF INDIA Reporting Date : 12/03/04

REPORT ON EXAMINATION OF BLOOD

INVESTIGATION	RESULT	UNIT	ABNORMAL RANGE
---------------	--------	------	----------------

HAEMOGLOBIN (Hb%) :-	14.5	gm /dl	M- 13 - 18 gms/dl. F- 11 - 16 gms/dl.
----------------------	------	--------	--

TOTAL COUNT	RESULT	UNIT	ABNORMAL RANGE
R B C	4.8	million per c. mm.	
W B C	6,200	per c. mm.	

DIFFERENTIAL COUNT	RESULT	UNIT	ABNORMAL RANGE
NEUTROPHILS	68	%	
LYMPHOCYTES	35	%	
MONOCYTES	02	%	
EOSINOPHILS	03	%	
BASOPHILS	00	%	

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

ESR (Westergren Method)
FIRST HOUR READING : 05 mm
SECOND HOUR READING : 02 mm

RETICULOCYTE COUNT : 0.5 %
M. C. V : 89 cu
M. C. H : 38 YY
M. C. H. I : 33 %

THANK YOU FOR YOUR KIND REFERRAL

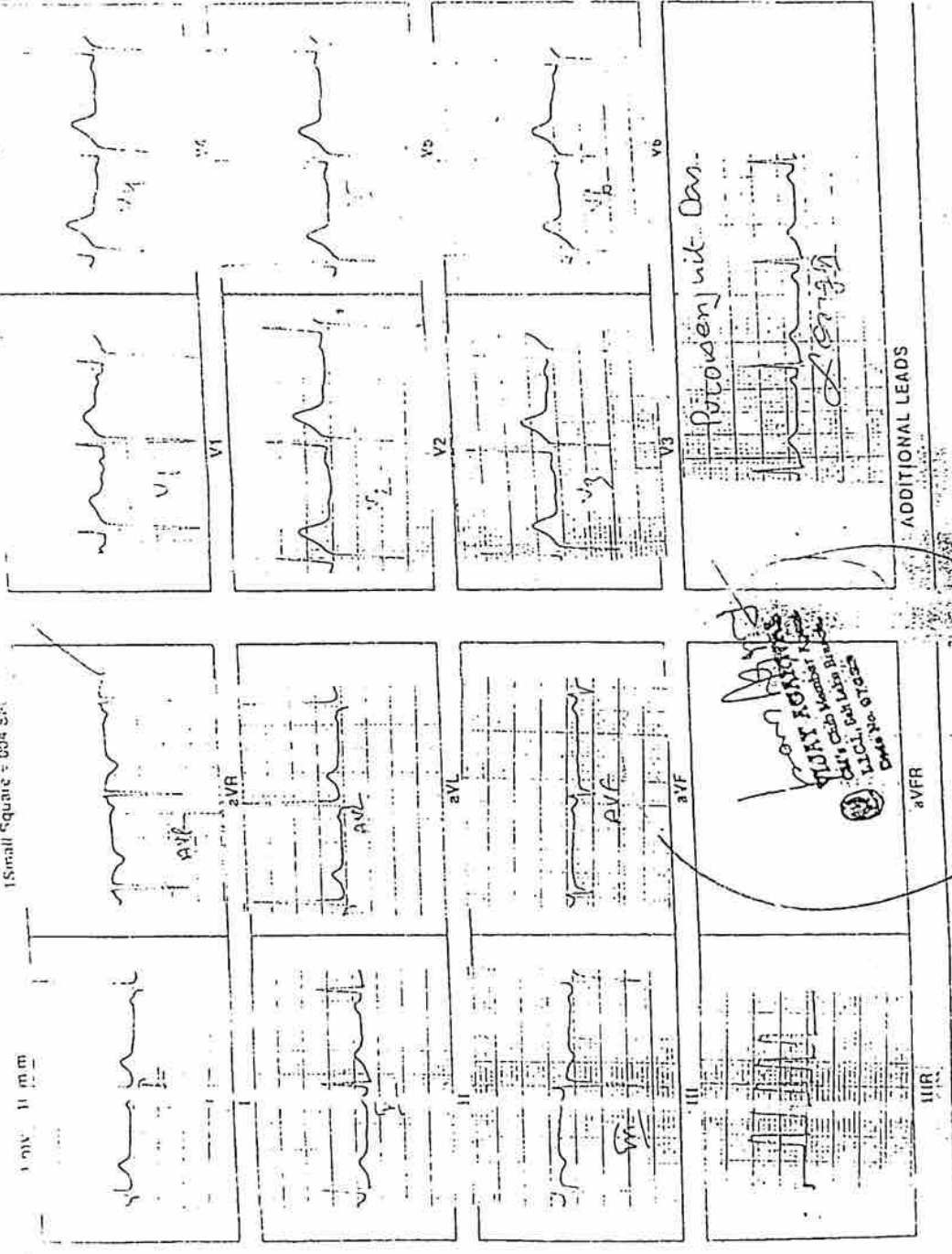
Prasenjit Das

THOMAS AGARWAL
MBBS, MD, FRCP
Consultant Physician

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. (MODERN DIAG)

Consultant Pathologist
Dr. (Mrs.) R. Basu
M.B.B.S., M.D., F.I.C.



potenzen mit Dm.

von [unclear]
ADNY KOMPLEX
 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

ADDITIONAL LEADS

14



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Kolkata-700 089 | Tel :- 2522 0575 | 2522 7647
E-mail : rpglsa71@vsnl.com

Patient's Name : MR. PRASENJIT DAS

Patient ID : 0409/0001

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

Age : 22 Yrs. Sex : M

Collection Date : 12/03/04

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

[Signature]
Code No. 0723

Prof. C. R. Ghose
M.D., M.C., F.R.C. (C)

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

Consultant Pathologist
Dr. (Mrs.) K. Basu
M.B.B.S., D.M.P.P., M.D. (Path)

"प्रस्तावक द्वारा घोषणा"/DECLARATION BY THE PROPOSER

प्रति इस घोषणा को मैंने प्रस्तुत किया गया है, एतद्वारा प्रस्तावक करता है कि मैंने प्रस्तुत प्रश्नों पर उत्तर देने को पूरी तरह समझ लिया है...

I hereby declare that the foregoing statements and answers have been made by me after fully understanding the questions and the significance of the contract of insurance...

at/upon... on the... day of... 200...

Signature of Witness: Prosenjit Das, Club Member, Salt-Lake Branch, Post No. 57303

प्रस्तावक द्वारा घोषणा करने वाले व्यक्ति के द्वारा की जानी चाहिए।

Declaration by the person filling in the form: प्रस्तावक का नाम एवं पता/Declarant's Name & Address

प्रस्तावक का नाम एवं पता/Declarant's Name & Address

प्रमाणित करता हूँ कि (नाम, पद, व्यवसाय) श्री/श्रीमती...

प्रमाणित करता हूँ कि (नाम, पद, व्यवसाय) श्री/श्रीमती...

प्रमाणित करता हूँ कि (नाम, पद, व्यवसाय) श्री/श्रीमती...

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प्रमाणित करता हूँ कि (नाम, पद, व्यवसाय) श्री/श्रीमती...

Bk. No. 002314

20

F. No. 300 M. R. [Rev. Apr. 02]



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 20

Full Name of the Life to be Examined

Age

Case No. for the 25th March 2009

Prosenjit Das

22

Identification marks

A scar on right leg.

Introduced by

V. Agarwal

Introducer's Designation and Signature

Agarwal

Height (cms.) (without shoes)

Weight (kgs.)

(in this clothes)

Girth of abdomen (cms.)

(over navel)

164

54

74

Chest (cms.)—over nipple

Full Expiration

(cms.)

Full Inspiration

(cms.)

78

78

83

Pulse Rate pm.

Blood Pressure

Systolic

Diastolic

72

1st Reading
2nd Reading

120

80

120

50

The General appearance healthy?

Yes

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



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 strip 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 change record, additionally, the same leads in deep inspiration ii) If leads VI shows a tall R wave, record additionally lead V4R.
- 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 ECC's, record leads V4, V5, V6, I, II, III, aVR, aVL, aVF, V1, V2, and V3, immediately after exercise.

Divisional Office..... KCBF Dev. Officer's Name.....
 Branch Office..... YIB Agent's Name..... Vijay Prop./Pol. No.....
 Full Name of the Examinee..... P. Prasad Das
 Age..... 2 Years Introduced by..... Vijay His Signature..... [Signature]

PERSONAL STATEMENT OF THE LIFE TO BE ASSURED

Note : The Medical Examiner is requested to explain the following questions 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' NO
 'or'
 '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 ? me

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..... 12th on..... March days of..... 2004

Witness.....

Medical Examiner
[Signature]
 Dr. Debjit Chatterjee
 MBBS (Cal), MD (Cal)
 Physician & Cardiologist
 Medilink Health Care &
 Diagnostics Centre Pvt. Ltd.

[Signature]
 Signature or Thumb impression of the
 Life Assured before Medical Examiner

REPORT ON ELECTROCARDIOGRAM AT REST* AFTER EXERCISE
(Delete whatever is not applicable)

Position : Supine P Waves : normal
 Standardisation: 1 mv : 10mm PR Interval : 120 msec
 Auricular Rate : 76/min QRS Complexes : normal
 Ventricular Rate : 74/min Q-T Duration :
 Rhythm : sinus S-T Segmen : isoelectric
 Mechanism : normal T Waves : unremarkable
 Voltage : normal Q Waves : nil
 Electrical Axis : Extra Systoles Type : no abnormal

Height in Cms. : 164 cm Weight in Kgs. : 54 kg
 B P at Rest : 120/80 Pulse Rate at Rest : 72/min

Clinical Findings of Heart Condition :

Conclusion : ECG is within normal limits

Dated at : Cal on the 12th day of March 2004

[Signature]
 Dr. Debit Chatterjee
 MBBS (Cal), MD (Cal)
 Physician & Cardiologist
 Medilink Health Care &
 Diagnostics Centre Pvt. Ltd.
 Signature of the Medical Examiner
 Qualification : MD (Gen)
 Examiner's Code No. : 5559
 Name & Address : Dr. Debit Chatterjee, Calcutta

For use by the patient and for ECG X-Ray of Chest
 These 2 pages of Blood Chemicals to be filled
 by the patient
 For use by the patient and generally minimum
 100-150 ml of blood
 It is recommended that the following statements and answers have been given by the patient and a
 copy of the report should be given to the patient and a copy to the hospital and no information
 should be given to the patient.

Medical Examiner
 Dr. Debit Chatterjee

F

20



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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 Yrs. Sex : M
Collection Date : 12/03/0
Reporting Date : 12/03/0

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		million per c. mm.	
R B C	4.9	per c. mm.	
W B C	6,200		
DIFFERENTIAL COUNT		%	
NEUTROPHILS :	50	%	
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.P.D., M.D. (Rad. Diag.)

AGARWAL
Consultant Pathologist
Dr. (Mrs.) R. Basu
M.B.B.S., D.C.P., M.D.

PATHOLOGY • X-RAY • E.C.G. • U.S.G. • HORMONE ASSAY • ALLERGY TEST • SPECIALIST OP

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 1057 on the 25th day of April 2024 at 11:00 a.m./p.m.

Priyanshujit Das
Signature of the life to be assured

Arshu Kumar Das
Signature of the Medical Examiner

Medical Examiner's Name and Address
Dr. Arshu Kumar Das
1057
1057

Qualifications MBBS
Code No. 1057
Limit 1057

21



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Patient's Name : MR. PRASENJIT DAS

Age : 22 Y Sex : Male

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 124/5J

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.

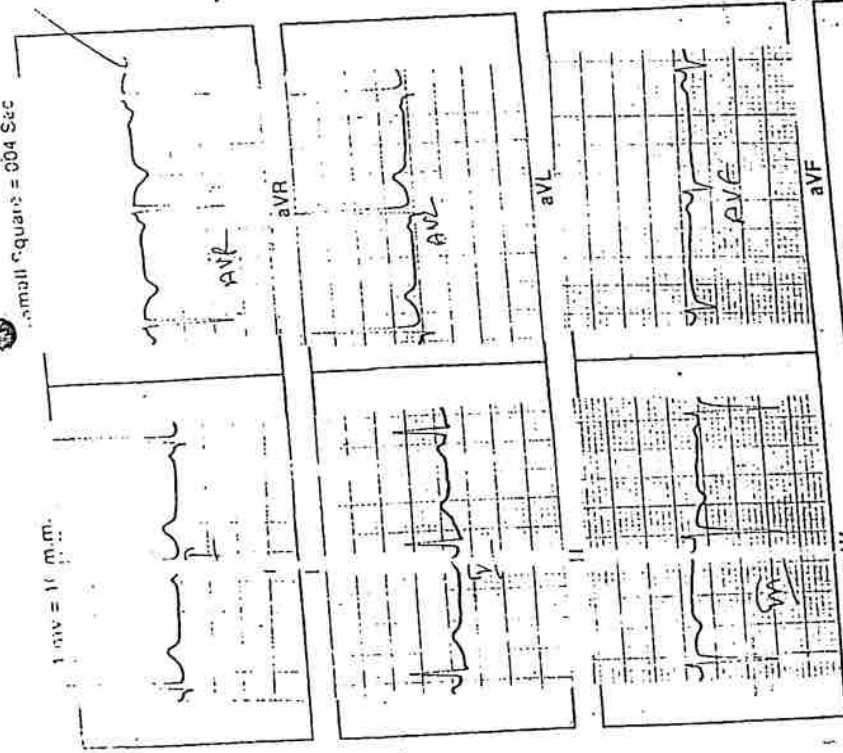
Consultant Radiologist
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M.B.B.S., D.M.R.D., M.D. (Rad-Diag)

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

[Handwritten signature]
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Kolkata-700 089

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1 mV = 10 m.m.



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23

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

PROPOSAL REVIEW SLIP (FORM NO:3104/UIC) (# ver. / 7.00)
Registration Date : 31/03/2004 SR.NO: 337630
POL NO PROP DATE POL TYPE FPR DATE POLICY NUMBER SER. BR.
14426 31/03/2004 0 / / 41B

Life Assured: DAS P Agency Code : 97633411
Name : PRASENSIT DAS Dev Officer : 00000000
Address: C/O BISWAJIT LAYEK; 1A HARI SAVA ST Nominee: BISWAJIT DAS
City-2: KOLKATA, Nominee's Age: 34
Pin-3: Appointee:
Code: 700023

NO. OF COM PLAN TERM PRM.TRM SUM ASSURED MODE INST PREM NO OF INST
8.03/2004 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
08/1981 23 R 00 00/0000 M Male 2.65

UNDER-IND TOT-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 0000 00

CLASS 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 /

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

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

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

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 :

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

CLASS R/U OCC-CD INC-CD DIST-CD TALUK-CD VILL-CD REINS IMPAIR EMR
U 75 1 1 1 < > < >

W EXT.PRM.RATE = Rs. .00129 OPTION CODE :
ONETIME EXTRA PREMIUM = Rs. PLAN 14 .00OPTION IND :
ANY OTHER EXT.PRM.RATE = Rs. PLAN 149 EARLIER T .000SA :
SPL.RATE PREMIUM GIVEN BY Z.O.:

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



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



PROPOSAL REVIEW SLIP (CONTD...)

PAGE NO: 02

PROPOSAL NO: 4426 ---DAS NAME : P -----41B Branch :

UNDERWRITING REMARKS AND DECISIONS:

AGE ADMITTED : YES / NO : PREVIOUS POLICY EMR Calculation : 0
AGE-PROOF : Please get the AGE-PROOF-EXTRACT from Previous Policy.
VERIFIED BY :

NON-MEDICAL :

MEDICAL : Standard Wt. : 54.4 Estimated Wt. : 53.9

SPECIAL REPORTS : T A S A : 1000000
Age : 22
Age at Maturity : 47
Sum Under Consdn : 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:
BOC-4:

VERIFIED THE CORRECTNESS OF THE PROPOSER SIGNATURE OF THE UNDERWRITER

ACCEPTANCE DECISION & POLICY CLAUSES :

EXTRA PREMIUM : HEALTH OCCUPATION AGE-PROOF EPDB OTHERS TOTAL
(Per 1000 S.) < > < > < > < > < > < >
Declined Matter Serial Numbers

Anne V. K. P. P.

भारतीय जीवन बीमा निगम
Life Insurance Corporation of India (K.S.O.O.)
CF-339, SEC-1, SALT LAKE BRANCH
SALT LAKE, KOLKATA-64
Telf: (033) 337-5007/6143/3880
PIN: 700064

FIRST PREMIUM RECEIPT (K.S.O.O.)
Branch Office **SALT LAKE BRANCH** Policy No. **423881681**

Policy Number	Shed Name Plan	Sum Assured	Sec. File Mode	Premium	Particulars of terms of Acceptance if not as proposed
423881681	DAS		28	587.00	Instalment
28/02/2004	014-40-40	101000	GLY	0.00	Annual Acc. premium
BISMILIT DAS				014434	How Accepted
PROSENJIT DAS					Clause Nos
C/O BISWAJIT LAYER: 1A HARI SAVA KOLKATA,					Remino & Proposed Date
700023				19/08/1981	Date of Birth
				28/02/2044	Date of Maturity
				28/11/2043	Date of Last Payment
				23 YES	Age & Whether Admitted

Proposal accepted & Policy no. allotted.

Proposal Defen

Dear GIVERNCO: AGENCY CODE : 97633411 DEV OFF : 00000000
We are pleased for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at 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. ---
--- Nil also adjusted

Date: 05/2004

Date &

31/03/2004

TERMS & CONDITIONS OF ACCEPTANCE

Insured to note that if any change in your occupation or any adverse circumstances connected with your financial position or general health or yourself 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 insurance company is not accepted then the date of this proposal for assurance shall be deemed to have been withdrawn or dropped deferred or declined or accepted at an option of the Corporation 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 receipt shall 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.

96



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
CF-335, SEC-J, SALT LAKE BRANCH, Address
SALT LAKE, KOLKATA-84
337-3007/6343/3880
PIN: 700064

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

Branch Office: SALT LAKE BRANCH Policy No.: 423881682

Policy Number Date of Risk	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.
423881682 28/02/2004	R DAS 014-39	101000	28 DLY	626.00 101.00	Instalment Annual Acc. premium
BISWAJIT DAS		014433	31/03/2004		How Accepted Clause No. Nominee & Proposal Date
ROSENJIT DAS			19/08/1981		Date of Birth
LAD-BISWAJIT LAYEKI 1A HARI SAVA ST KOLKATA.			28/02/2043 28/11/2042		Date of Maturity Date of Last Payment
700023			23 YES		Age & Whether Admitted

AGENCY CODE: 9743411 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 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 over it.

Accepted in terms of Rs. _____
due _____ also adjusted
Balance held in Deposit Rs. _____
Next Premium falls 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 or 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 want 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

SALT LAKE BRANCH, PH: 2601412/1413

201



भारतीय जीवन बीमा निगम
 Life Insurance Corporation of India
 CF-335, SEC-I, SALT LAKE BRANCH
 SALT LAKE, KOLKATA-64
 (033) 337-3007/6343/3880
 PIN: 700064

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

Branch Office SALT LAKE BRANCH Policy No 423881683

Policy Number	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.
423881683	DAS			631.00	Instalment:
28/02/2004	Q. 4-37-37	101000	QLY	0.00	Annual Acc. premium
PROSENJIT DAS				014431	How Accepted
PROSENJIT DAS				31/03/2004	Chuse Nos.
C/O BISWAJIT LAYEK; 1A HARI SAVA ST KOLKATA,				19/08/1981	Nominee & Proposal Date
700023				28/02/2041	Date of Birth
				28/11/2040	Date of Maturity
				23 YES	Date of Last Payment
					Age & Whether Annuitant

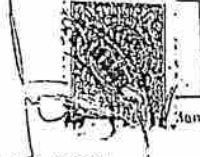
Dear **BISWAJIT**: AGENCY CODE: 197633411 DEV.OFF.: 0000000
 Your proposal for Assurance as per particulars noted in the schedule has been accepted by the Corporation as proposed at the rate of Rs. 631.00 with A.S. & D.B. We have also received the amount noted in the schedule being the First premium on the policy for the plan and amount indicated therein. 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.

Original Premium of Rs. _____

Balance held in Deposit Rs. _____ NIL also adjusted

Date of Receipt 05/2004

Date & 31/03/2004


 Manager

TERMS & CONDITIONS OF ACCEPTANCE

Important to note that if any change in your occupation or any adverse circumstances occur between the date of issue of this Receipt or if a proposal for assurance or an application for renewal 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 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.
 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.

29

700
13



भारतीय जीवन बीमा निगम (II ver. /)
CF-335, SEC-I, SALT LAKE BRANCH Address
Life Insurance Corporation of India
SALT LAKE, KOLKATA-64
(INDIA) 337-5007/6343/3880

FIRST PREMIUM RECEIPT (K.S.O.O.) PIN: 700064

Branch Office: SALT LAKE BRANCH Policy No: 423881686

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

AGENCY CODE: 9763341 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.

Annual Premium of Rs _____

due _____ NIL _____ also adjusted

Balance held in Deposit Rs. _____

Next Premium falls Due 08/2004

Prepared by _____

Date & _____

31/03/2004

B. Sriv. Branch Manager

TERMS & CONDITIONS OF ACCEPTANCE

It is important to note that if any change in your occupation or any adverse circumstance is 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 renewal of a policy on your life made to any Office of the Corporation has since the date of this proposal been withdrawn or dropped 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.

If you do NOT RECEIVE POLICY WITHIN TWO MONTHS PLEASE WRITE TO THE CONCERNED BRANCH OFFICE IN ANSWER & PLEASE PAY THE NEXT PREMIUM WHEN DUE. P.T.O.

BANK OF INDIA

WITHOUT PREJUDICE

प्रमाणित ANNUAL FORM
Form No. 3781 (Rev)

जीवन बीमा निगम का कालिका उपनगरीय मंडल कार्यालय

(संपूर्ण रूप से) CLAIM FORM 'A'

भारतीय जीवन बीमा निगम

Without Prejudice

Life Insurance Corporation of India

जी.पी.पी. भवन / L. I. C.

पकेलबंद बाजार / Salt Lake

कोलकाता उपनगरीय मंडल कार्यालय

फोन नं. - 335 / 31 - 31

KOLKATA SUBURBAN DIVISIONAL OFFICE

वेबसाइट / Website: LICINDIA

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 निगान, बिन्दु या लफोरे उत्तर रूप में

दावेदार नहीं की जा सकता।)

(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).

..... के जीवन पर ली गई..... रु की बीमा

भूतक का पूरा नाम लिखें।

..... के दावों के सम्बन्ध में।

In connection with claim under policy No. 423881681 for Rs. 10/100 + 10/100 + 10/1000

of the life of Prosenjit Das 423881682, 423881683, 423881684, 423881685

(Insert full name of the deceased)

दावेदार के बयान के रूप में 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 BISWASIT

ii) आयु Age

34

iii) दूरभाष Tel. No.

iv) पता Address

40, Basuajal Siky
1A, Hari Nara Street
Kolkata - 700023

i) मृत बीमाधार से सम्बन्ध Relationship to the deceased life assured

Cousin Brother

ii) स्वामित्व का प्रकार जिसके अन्तर्गत पालिसी राशि के लिए दावा प्रस्तुत किया गया, अर्थात् नामांकित अभ्यर्षी, निष्पादक प्रणालिक म्यासी या द्विनायिकागी

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

Nominee assignee

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

- i) श्री Shri..... Pradyumn Kumar
- ii) बीमेदार की मृत्यु का स्थान Place of death of the life assured..... Jamshuk - Kharajpur
- iii) मृत्यु तिथि Date of death..... 10.04.2024
- iv) मृत्यु का ठीक समय Exact time of death..... 3 AM प्रातः/अपरान्ह/A. M./P. M. Contari
- v) मृत्यु के समय बीमेदार की आयु Age of life assured at death..... 34
- vi) अंतिम बीमारी की अवधि Duration of last illness..... Road - Accident
- vii) मृत्यु होने का तत्कालिक कारण Immediate cause of death..... Road - Accident
- viii) बीमेदार का अंतिम व्यवसाय Last Occupation of the life assured..... Farmer
- ix) बीमेदार का अंतिम पता Last Address of the life assured..... at H.O. number 1 (IV)
- x) मृतक के पिता का पूरा नाम Full name of deceased's father..... Pradip Kumar Das

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

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

No accept the policies claimed for ..

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

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

नाम और पते के अन्तर्गत तीन वर्षों के अन्तर्गत मुनक में जिन चिकित्सकों या अस्पतालों से निदान किया गया या चिकित्सा कराई हो, उनके नाम और पते तथा प्रत्येक नाम के विषय में निम्न पर परामर्श और उनके दिनांक या तिथियाँ बताएं।
 Name and addresses of the doctors consulted during the last three years stating against each name the complaint for which he was consulted and the date or dates thereof :

दिनांक या तिथियाँ Date of Dates of consultation	चिकित्सक या अस्पतालों के नाम और पते Name of the Doctor or Hospital and address	शिकायत की प्रकृति Nature of complaint
1	None	a case of head. account
2.		

मैं..... एतद्वारा घोषित करता हूँ कि कवर लिखे
 एक एवं सभी प्रश्नों के उत्तर सभी तरह से सत्य हैं।
 1. Priswajit 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 प्रधान 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 [बखित करते ही तो मैं एतद्वारा चिकित्सक या अस्पताल को जिसने उपरोक्त मृत बीमवार की किसी बीमारी या रोग के लिए जाचा या उपचार किया, अधिकार देता हूँ कि भूतक के स्वास्थ्य के विषय में जो भी जानकारी या सूचना उनको शिगम द्वारा पालिसी जारी किये जाने के पश्च या बाद में मिली हो, वह नियम, उसके कार्यालयों और बीपी सलाहकारों या किसी म्यायालय को स्पष्टतहा फता 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 attending upon or examining a person on the ground of secrecy. I hereby authorise the physian 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 Calcutta दिनांक 17th माह June 2004
 Declared at this day of before me
 दावेदार के हस्ताक्षर/अंगुठे निशान Priswajit Das
 Signature/Thumb impression of the claimant.....

Declared at Calcutta this 18th day of June 2004.
मे मेरे समक्ष प्रोगिन
before me

पूरा नाम Full name Vijay Agarwal
पद Designation CLM's Club Member Agent
पता Address 11 C.I. Sector 14A, Gurgaon
दूरभाष Tel. No Code No. 97333

गानी के हस्ताक्षर
Signature of Witness

धन्यः यह बयान निम्नांकित में से किसी एक द्वारा प्रति हस्ताक्षर होना चाहिए (1) अधिकांश (2) निगम का अधिकारी (जो नगरीय पंचायत
तत्त रूपर के अधिकारी कतव कासंदश्य है (3) बैंक प्रबंधक (4) प्रखंड विकास अधिकारी (5) अथवा आयुक्त (6) डॉक्टर (7) राजपवित
धिकारी (8) किनी हाईस्कूल का प्राधानाध्यापक (9) प्रमुख बाकपान अथवा विभागीय डाकपाल (किन्तु शाखा डाकपाल नहीं) (10) दण्डाधिकारी
(11) निगम का अधिकारी या अधिकार या विकास अधिकार (जिसने 5 वर्ष तक विकास अधिकारी के रूप में काम दिया है (12) अथवा ग्राम पंचायत
स्थानीय निकाय का आमयक्ष ।

वर्ष के स्थायी ऐसे अिकतार्थों में से नियुक्त जो. म प्र, णा या. क्ष प्र. या क्ष. या अध्वक्ष कलय सदस्यों के स्थायी वि अ के मेप में नियुक्त होनु
पु. सदश्य धे ।

NOTE : (This statement must be countersigned by (1) an Advocate (2) an Agent of the Corporation (who is a member
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
Inspector of Police (12) 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.

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

प्रमाणित किया जाता है कि इस फार्म के बिबरव् घोषणाकर्ता को उसके द्वारा समझो जाने वाले भाषा में समझा दिया गया और उसने विवरण को
सुनिश्चित समझ लेने के बाद ही यहा पर अपने हस्ताक्षर किये है/ अपना अंगूठा निशान लगाया है ।

CERTIFIED THAT THE CONTENTS OF THIS FORM WERE EXPLAINED TO THE DECLARANT OF VERNA-
CULAR 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



लायफ़ रेन्सिउरन्स कॉर्पोरेशन् अफ़ इन्डिया
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

कोलकाता उपनगर मण्डल कार्यालय, डीडी-5, सेक्टर-1, सल्टलेक सिटी, कोलकाता - 700 064
Kolkata Suburban Divisional Office, Jeevan Prutha, 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.Dns (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.

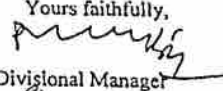
1. All the policies were adjusted against a proposal deposit vide BOC No. 11657 on 13.02.04 in the name of one Shri R.L.Gupta and no deposit was made in the name of the deceased policy holder.
2. All proposals though dtd. 05.03.04 were registered on 16.04.04 i.e. after the death. No information regarding 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.O.



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India



विजय अग्रवाल

सदस्य अभिकर्ताओं 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.: बंगाली-171, हाई टेक सिटी, सेक्टर-1, कोलकाता Kolkata - 700064
निवासा : 7, हरिसावा स्ट्रीट, कोलकाता - 700023. टेली : 24492014
मोबाइल : 98310 30205 ई-मेल : llcivijay@hotmail.com
Off.: BC-171, Salt Lake City, Sector-1, Kolkata - 700064.
Resl.: 7, Harisava Street, Kolkata - 700023. Tel.: 24492014, 2448 9144
Mobile : 98310 30205 E-mail : llcivijay@hotmail.com

(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 I agency in the year 1988 as a wholetimer & 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

Contd 3

In my letter
dt 25/11/2005
addressed to LIC.

S.D.M.
20/11

(3)


Center on two occasion. Also a regular invitee by all the Branches & the D. () 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,



লাইফ ইন্সিওরেন্স কর্পোরেশন অফ ইন্ডিয়া

भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

কলকাতা উপনগরীয় মন্ডল কার্যালয়, জীবন প্রভা, ডিডি - 5, সেক্টর - 1, সাহস্টলেক সিটি, কলকাতা - 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



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.



भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

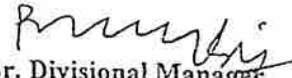
कोलकाता उपनगरीय मंडल कार्यालय, जीवन प्रभा, डीडी-5, सेक्टर-1, साल्टलेक सिटी, कोलकाता-700064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sector-1, Salt Lake City Kolkata-700 064

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

42

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

Date: 27th. December 2006



To

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

Your Ref.: KSD 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 than 40 years in the capacity of a Agent and then Development Officer.

1. In reply to the third party FOC 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.: बंगलौर-171, सॉल्ट लेक सिटी, सेक्टर-1, कोलकाता Kolkata - 700064
निवासा : 7, हरिसावा स्ट्रीट, कोलकाता - 700023. टेली : 24492014
मोबाइल : 98310 30205 ई-मेल : llicvijay@hotmail.com
Off.: BC-171, Salt Lake City, Sector-1, Kolkata - 700064.
Resl.: 7, Harisava Street, Kolkata - 700023. Tel.: 24492014, 2448 9144
Mobile : 98310 30205 E-mail : llicvijay@hotmail.com

42-A



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India



विजय अग्रवाल
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 Pravha
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.

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Thanking you.

Yours faithfully

Vijay Agarwal

ऑ.: बोर्डी-171, सॉल्ट लेक सिटी, सेक्टर-1, कोलकाता Kolkata - 700064
निवात : 7, हरिसावा स्ट्रीट, कोलकाता - 700023. टेली : 24492014
मोबाइल : 98310 30205 ई-मेल : ilcivjay@hotmail.com
Off.: DC-171, Salt Lake City, Sector-1, Kolkata - 700064.
Res.: 7, Harisava Street, Kolkata - 700023. Tel.: 24492014, 2448 9144
Mobile - 98310 30205 E-mail : ilcivjay@hotmail.com



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

"CONFIDENTIAL"

Ref: KSDO/P&IR

March 10, 2007

Sri V. K. Agarwal,
Agent, Code No.-97633411,
L..IC 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.
E. S. D. S.



লাইফ ইন্সিওরেন্স কর্পোরেশন অফ ইন্ডিয়া
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

কোলকাতা উপনগরীয় মণ্ডল কার্যালয়, জীবনপ্রভা, ডিডি-5, সেক্টর-1, সাল্টলেক সিটি, কোলকাতা - 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

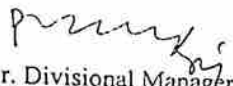
Whereas Shri V.K. Agarwal, Agency Code No.-97633411, Salt Lake Branch was issued a Show Cause Notice dtd.20.12.06 for the charges as enumerated therein ;

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 15/03/2007

From

Vijay Agarwal
7, Hari 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 REDDI my daughter a class X student shall also be put to lot of difficulties leading to their demotion from good institutions for

41

lack a financial commitment as the income derived out of L I C 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 as 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 member ship 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 than 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 than 100 crores with 4000 life's in force, renewal premium of 4 crores with lapsation of less than 1%.

Total death claim is not more than 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

Jagan Aggarwal



कोलकाता उपनगरीय मंडल कार्यालय, जीवन प्रभा, पीटी-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, Harisay, Street,
 Kidderpore,
 Kolkata-23.

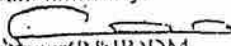
Dear Sir,

Re: Your Appeal dtd.15.03.07

We have been informed by the Secretary(Mktg.),EZO vide letterd 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/10

NOT ACCORD
 APPEAL

From
Vijay Agarwal
7, Hari Sava Street,
Kidderpore
Kolkata - 700023.

29/06/2008

To
The Honorable Chairman
Life Insurance Corporation of India;
Yogakshema Jeevan.Bima Marg
Mumbai

Re.: Memorial Profound under regulation 24 of LIC of India (Agani) 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 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.

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 any 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 membership 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%.

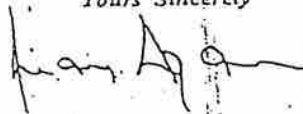
Total death claim is not more then 20 in last 18 years of which this was the third early death claim for which mercy is seeked.

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



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. 27633411D
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.

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



লাইফ ইন্সিওরেন্স কর্পোরেশন অফ ইণ্ডিয়া
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

By Speed Post
With
AD ends

कोलकाता उपनगरीय मण्डल कार्यालय, जीवनप्रभा, डिडि-5, सेक्टर-1, रास्टलेक सिटी, कोलकाता - 700 064
Kolkata Regional Office, P.O. 12899/12, Van Prabha, DD-5, Sector-1, Rastleek City, Kolkata - 700 064

Sri Vijay Agarwal,
S/o- Hari Ram Agarwal,
Flat No. 4-D, North,
Divine Bliss,
2/3, Judges Court Road,
Kolkata- 700 027.

Dear Sir,

Re:- W.P. No. 12898 (W) of 2012, High Court, Calcutta
Vijay Agarwal -Vs.- LIC & Ors.

In terms of the Order passed by the Hon'ble Justice Dipankar Dutta on 18.03.2013 in connection with the W.P.No. 12898(W), High Court, Calcutta, we are sending herewith the following documents relied on by the Disciplinary Authority in the Disciplinary Proceeding for your kind perusal and taking necessary action.

Documents enclosed are:-

1) copies of all the Proposal papers for the Policy Numbers 423881681, 423881682, 423881683, 423881684, 423881685 & 423881686 on the life of Prosenjit Das, the deceased life assured procured by Sri Vijay Agarwal along with Agent's Confidential Reports of Sri Vijay Agarwal. (Page No. from 41 to 87)

2) copy of the Opinion/ Report No DXB -30/2006 of the Government Examiner of Questioned Documents, Directorate of Forensic Sciences, Ministry of Home Affairs, Govt. of India affirming that "the person who wrote the enclosed writings stamped and marked A1 to A21, A21/1, A22 to A28, A30 to A42 and A44 to A52 did not write the red enclosed writings similarly stamped and marked Q1 to Q19, Q19/1 and Q20 to Q26." (Page No. 88 to 93)

3) copies of the Proposal papers etc. covering New Business procured by Prosenjit Das (Decd.), Agent of LIC of India, Baranagar Branch, under agency code 38128/439.

Policy Number	Name of Life Assured / Proposer	Page No.
423716384	Subal Kundu	94 to 97
423716070	Tarak Dutta	98 to 101
428718259	Sanju Saha	102 to 104
423718560	Nupur Giri	105 to 110
423720003	M. Puria	111 to 112
422870255	P. Manna	113 to 118
422870573	R.Palit	119 to 121
422871030	P.K.Jaiswal	122 to 124

Contd. Page-2



লাইফ ইন্সিওরেন্স কর্পোরেশন অফ ইণ্ডিয়া
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

Page-2

কোলকাতা উপনগরীয় মণ্ডল কার্যালয়, জীবনপ্রভা: ডিডি-5, সেক্টর-1, সালটলেক সিটি, কোলকাতা - 700 064
Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sector-1, Salt Lake City, Kolkata - 700 064

422870619	B.Paul	125 to 126
422872116	S.Bhattacharya	127 to 130
422872199	S.Ghosh	131 to 134
422872200	S.Ghosh	141 to 144 & 147 to 148
422872029	R. Bar	135 to 136
423716236	P.K.Saha	137 to 140
422870192	S. Shaw	145 to 146 & 149 to 150.
422873456	J. Pramanick	151 to 155
423718309	J. Malakar	156 to 158
423716425	S. Kundu	159 to 164
423716664	S.Singh	165 to 168

4) copy of the duly completed Agency Application Form etc. of Prosenjit Das (Decd.) for procuring life insurance business. (Page No.169 to 175)

copy of the Death Certificate , No. being 21639 , in Form No. 6 of Prosenjit Das (Decd.) (Page No. 183)

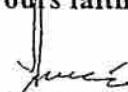
copy of the Certificate of Madhyamik Pariksha (Secondary Examination) , W.B.B.S.E. of Prosenjit Das (Decd.) (Page No. 184)

5) copy of the letter dtd.7.1.2005 of Dr.Provash Ch. Biswas , Director of Medilink Health Care Diagnostics & Research Centre (P) Ltd. , Kalindi ,Calcutta-700 089 , confirming that ECG & other special Medical Investigation done on 13.04.04 and delivered on 15.04.04 on the Prosenjit Das according to their register. (Page -176)

6) copies of the duly filled in Claim Form A & Claim Form E in respect of Prosenjit Das , decd. Life Assured from the Claimant Biswajit Das , cousin brother , for all the Policy Nos. 423881681, 423881682, 423881683 , 423881684 , 423881685 & 423881686. (Page No.- 177 to 182).

Please acknowledge the receipt.

Yours faithfully,


Senior Divisional Manager.
LIC of India , KSDO.

Encl.- As stated above from
Page No. 41 to 184.

514

From
Vijay Agarwal
Flat 4D (N)
Divine Bliss
2/3 Judges Court Road
Kolkata-700027

23/04/2013

POST OFFICE GENERAL DELHI STREET 11
KOLKATA 700027
POST OFFICE GENERAL DELHI STREET 11
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POST OFFICE GENERAL DELHI STREET 11
KOLKATA 700027
From VIJAY AGARWAL, Flat 4D (N) Divine Bliss,
2/3 Judges Court Road, Kolkata-700027
Date: 23/04/2013, 14:01
Rate: Rs. 3.00 (If not a holiday) (00/00/00)

The Senior Divisional Manager
L.I.C.I. (K.S.D.O.)
DD 5 Salt Lake City
Kolkata-700064

Re -- W.P .No.12898(W)of 2012 ,High Court , Kolkata
Vijay Agarwal -Vs-LICI & Others

Your Ref-KSDO/L&HIF/WP12899/12

Dear Sir,

I am surprised to receive your letter dated 05/03/13 ref. no. as above on 14/04/13 by speed post .

In this connection I have to state that the order of the Hon"ble Justice Dipankar Dutta was passed on 18/03/13 as mentioned in your above letter is not yet published on the net neither my Advocate on record has got the copy /certified copy of the order .

Moreover I would like to point out before your good office that when the order was passed on 18/03/13 as mentioned in your above letter how you could issue the letter on 05/03/2013 i.e 13 days in advance.It is too much astonishing.

I shall deal with the above letter along with the alledged annextures as & when the certified copy of the order will be delivered by the court.

Thanking You,

Yours Faithfully,

Vijay Agarwal

51.D



By Speed Post

Ref:- KSDO/ L&HPF/WP12899/12

Date:- 26.04.2013

Sri Vijay Agarwal ,
Flat 4 D (N) ,
Divine Bliss ,
2/3 , Judges Court Road ,
Kolkata- 700 027.

Dear Sir ,

Re – W.P. No. 12898 (W) of 2012 , High Court , Kolkata.
Vijay Agarwal –Vs.- LIC &Ors.

With reference to your letter dated 23.04.2013 in connection with above , we would inform you that due to unintentional typographic mistake , the date of the letter has been inadvertently typed as 05.03.2013 instead of 05.04.2013 and the mistake committed is regretted. Subsequently , the letter was sent by Speed Post , number being EW099976099IN , on 10.04.2013.

Please consider the date of the said letter as 05.04.2013 instead of the date 05.03.2013.

Thanking you,

Yours faithfully,

Manager(L&HPF)/KSDO.

कलकत्ता उपनगरीय मन्डल कार्यालय, जीवन प्रभा, सीडी-5, सेक्टर-1, साइलेंट सिटी, कलकत्ता-700064
दूरभाष : (033) 2337-0242/0642/0946, फैक्स : 033-23370609

Kolkata Suburban Divisional Office, Jeevan Prabha, UU-5, Sec-1, Salt Lake City, Kolkata-700064
Tel : (033) 2337-0242/0642/0946, Fax : 033-23370609

From :
Vijay Agarwal
Divine Bliss Flat 4D(N)
2/3 Judges Court Road
Kolkata -700027

16th May, 2013

To,
The Senior Divisional Manager
Life Insurance Corp. Of India K.S.D.O.
D D 5 Salt Lake City
Kolkata -700064

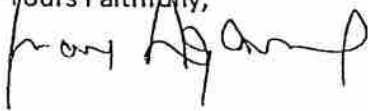
Re: W.P.No. 12898 (W) of 2012 , High Court , Calcutta
Vijay Agarwal – Vs-LICI & Ors.
Sub: Your letter Ref No. KSDO/L&HPF/WP12899/12

Dear Sir,

I have received your above mentioned letter with host of documents, please let me know which of the documents you want to rely and for what purpose so that I can prepare my reply.

Thanking You,

Yours Faithfully,



SIF
91

~~CONFIDENTIAL~~

()

By Speed Post



Ref:- KSDO/ L&HPF/WP12899/12

Date:- 22.05.2013.

Sri Vijay Agarwal ,
Flat 4 D (N) ,
Divine Bliss ,
2/3 , Judges Court Road ,
Kolkata- 700 027.

Dear Sir ,

Re - W.P. No. 12898 (W) of 2012 , High Court , Kolkata.
Vijay Agarwal -Vs.- LIC &Ors.

With reference to your letter dtd. 16.05.2013 in connection with above , we would inform you that all the documents, put together, already sent to you with our letter dtd.05.04.2013, comprise the evidences which have been relied upon by the Disciplinary Authority in the Disciplinary Proceeding for your kind perusal.

Thanking you,

Yours faithfully,

Divisional Manager (In-Charge)
K.S.D.O.

LIC Kolkata Office: 12, Park Street, Kolkata-700016. Tel: 033-23370000. Fax: 033-23370001. Email: lic@lic.co.in

LIC Kolkata Office: 12, Park Street, Kolkata-700016. Tel: 033-23370000. Fax: 033-23370001. Email: lic@lic.co.in

From:

SIG

Vijay Agarwal

03.06.2013

Divine Bliss Flat 4 D,

2/3 Judges Court Road,

Kolkata - 700027

To

The Senior Divisional Manager

Life Insurance Corp. of India K.S.D.O.

DD 5 Salt Lake City,

Kolkata -700064

Re: W .P. No. 12898(W) OF 2012, High Court, Calcutta

Vijay Agarwal -Vs-LICI & Ors

Sub: Your letter Ref No. KSDO/L&HPF/WP12899/12 Dt. 25.05.2013

Dear Sir,

I have gone through the documents which have been supplied to me with your forwarding letter dt. 05.04.2013 including the opinion of the hand writing expert dt. 12.07.2006 .

I place on record that I do not agree with the hand writing expert report and I reserve my rights to produce necessary evidence in this regard. I further place on record that Late Prosenjit Das signed on all the proposals etc. in my presence and that all the signatures appearing there are his signatures.

I reserve my right to produce oral and documentary evidences in support of my defense in course of the hearing proceedings to be held as directed by the Honorable High Court vide their order Dt. 18.03.2013.

Please note that the Medical Reports/Documents containing the signatures of Late Prosenjit Das have not been sent to the hand writing expert for his opinion. I do hear by object to such action of the LIC in picking up and choosing documents for examination by the hand writing expert. It was encumbrment for LIC to send all the documents containing the signatures for examination to the hand writing expert.

At the same time I want to examine the Medical Examiner who had given the reports.

Thanking You,

Yours Faithfully,


(VIJAY AGARWAL)

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8.3.13

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 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).

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

611

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.)



By Speed Post

Ref:- KSDO/ L&HPF/WP12899/12

Date:- 13.06.2013.

Sri Vijay Agarwal ,
Divine Bliss , Flat 4 D,
2/3 , Judges Court Road ,
Kolkata- 700 027.

Dear Sir ,

Re – W.P. No. 12898 (W) of 2012 , High Court , Kolkata.
Vijay Agarwal –Vs.- LIC &Ors.

We have received your letter dated 03.06.2013 in connection with above and perused the contents.

The undersigned, being the Disciplinary Authority , requests you to submit to us your reply in writing along with the documents which you want to rely on at the time of hearing of the proceedings. Your reply along with all the documents must reach us within 15days from the date of receipt of this letter so as to enable us to proceed further as per direction of the Hon'ble High Court , Kolkata.

Thanking you,

Yours faithfully,

Divisional Manager (In-Charge)
K.S.D.O.

কলকাতা উপকেন্দ্রের সাব-অফিস, জীবন প্রভা, ডি-5, সেক-1, সলি লেক সিটি, কলকাতা - 700064
ফোন : (033)2337-0242/0642/0946, ফ্যাক্স : 033-23370609, ই-মেইল : licicdo@cal.vsnl.net.in

Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sec-1, Salt Lake City, Kolkata-700064
Tel : (033) 2337-0242/0642/0946, Fax : 033-23370609, E-mail : licicdo@cal.vsnl.net.in



By Speed Post

Ref:- KSDO/ L&HPF/WP12899/12

Date:- 02.07.2013.

Sri Vijay Agarwal ,
Divine Bliss , Flat 4 D,
2/3 , Judges Court Road ,
Kolkata- 700 027.

Dear Sir ,

Re – W.P. No. 12898 (W) of 2012 , High Court , Kolkata.
Vijay Agarwal –Vs.- LIC & Ors.

Please refer to our letter dtd. 13.06.2013 (copy enclosed) with identical reference wherein we requested you to send to us your reply along with all the documents , on which you want to rely at the time of hearing of the proceedings , which must reach us within 15 days from the date of receipt of our aforesaid letter.


However, we would once again request you to kindly comply with our requirements as provided in our letter dtd. 13.06.2013 within 7 (seven) days from the date of receipt of this letter. If we do not receive your reply within the stipulated period , as mentioned above ,it will be presumed that you have nothing to reply in response to our letter under reference , as per Order of the Hon'ble High Court , Kolkata.

It may also be noted that we await to fix up a date for your personal hearing with the Disciplinary Authority on receipt of reply with documents from your end.

Please treat this as most urgent in order to carry out the Order of the Hon'ble Court within the stipulated time .

Thanking you,

Yours faithfully,


Divisional Manager (In-Charge)
K.S.D.O.

Encl:- as mentioned above.

कोलकाता उपनगरीय प्रादेश कार्यालय, "जीवन प्रबन्ध", फ्लॉर - 5, सेक्टर - 1, सॉल्ट लेक सिटी, कोलकाता - 700064
टेलीफोन : (033)2337-0242/0642/0946, फैक्स : 033-23370609, ई-मेल : licicso@cal.vsnl.net.in

Kolkata Suburban Divisional Office, Jeevan Prabha, DD-5, Sec-1, Salt Lake City, Kolkata-70064
Tel : (033) 2337-0242/0642/0946, Fax : 033-23370609, E-mail - licicso@cal.vsnl.net.in



D

By Speed Post

GAA

Ref:- KSDO/ L&HPF/WP12899/12

Date:- 18. 07.2013.

Sri Vijay Agarwal ,
Divine Bliss , Flat 4 D,
2/3 , Judges Court Road ,
Kolkata- 700 027.

Dear Sir ,

Re – W.P. No. 12898 (W) of 2012 , High Court , Kolkata.
Vijay Agarwal –Vs.- LICI &Ors.

We acknowledge the receipt of your letter dated 25.06.2013 and observe that the documents 1 , 2 & 3 as asked for vide your above mentioned letter , are not relevant in the present context.

However , in order to follow the Principles of Natural Justice , we are sending herewith the copies of the papers , namely –

1. Claim Forms A , B and E
2. Letter dated 21.12.2004 of the father of the deceased .
3. Letter dated 31.12.2004 of the Advocate , Sri Sanjay Saha .

We further make it clear that the Claim Forms had been submitted by Sri Biswajit Das , alleged to be the cousin of the Life Assured , who cannot be treated as a member of the family of the deceased Life Assured , Prosenjit Das.

In order to extend you an opportunity of personal hearing as per order of the Hon'ble High Court , Kolkata , we would request you to kindly pay a visit to the Office of the undersigned in the Chamber on 5th August, 2013 at 11.30am , which may please be confirmed.

Thanking you,

Yours faithfully,


Divisional Manager (In-Charge)
K.S.B.O.

Encl.- as stated above.

From
Vijay Agarwal
Divine Bliss Flat 4 D
2/3 Judges Court Road
Kolkata 700027

26/07/2013

To,
The Senior Divisional Manager
Life Insurance Corporation Of India
D D S Salt Lake City 3rd Floor.
Kolkata 700064

Re: W.P No.12898(W) of 2012, High Court, Calcutta Vijay Agarwal -Vs- LIC & Others

Sub: Your Letter Ref No. KSDO/i & HPP/WP12899/12 Dated 18/07/13 received on
23/07/2013

Dear Sir,

To defend myself in respect of the charges levied against me I need to cross examine some of the employees of LIC and the Doctors namely.

- 1) Employees who were connected with the registration of the proposal forms.
- 2) Your paneled Medical Examiner who examined Late Prosenjit Das as well as your authorized paneled Doctors who did the Special Medical reports.
- 3) The officer who under wrote the proposal accepting the same.
- 4) The investigating officer who was deployed by the LIC to investigate the said case after the death of Late Mr Das.

Since I do not know the names of the concerned persons I request you to provide me with the names and produce them positively on 05/08/2013 for cross examination.

Thanking You,

Vijay Agarwal
Yours Faithfully,

23/7/2013
SDMs Secy
K.S.D.O.
Salt Lake



লাইফ ইন্সিওরেন্স কর্পোরেশন অফ ইন্ডিয়া
भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

কলকাতা উপস্থাপন কার্যালয়, অফিস - ১০০১, সেন্ট্রাল পোস্ট অফিস, কলকাতা - ৭০০০০১
Kolkata Suburban Divisional Office, Jeevan Bhanda 1001, Central Post Office, Kolkata - 700001

MINUTES OF PERSONAL HEARING OF SRI VIJAY AGARWAL, THE PETITIONER, IN THE CHAMBER OF DM(I/C), AT 11.30 A.M. ON 05-08-2013 AS PER ORDER DATED 18-03-2013 OF HON'BLE HIGH COURT, KOLKATA IN CONNECTION WITH W.P. NO. 12898(W) OF 2012

The 5th August, 2013

Members Present :

Sri L. K. M. Syiem - Divisional Manager (I/C)
&
Sri Vijay Agarwal - Petitioner

After formal introduction Sri L. K. M. Syiem, the Disciplinary Authority explained to Sri Agarwal, the Petitioner that as per aforesaid Order he wanted to extend him the opportunity of personal hearing and he was free to place his submission. Sri Syiem also narrated that according to the direction of the aforesaid order, you were already made available the documents relied upon by the Disciplinary Authority to drive home the allegation leveled against you. Sri Agarwal was requested to put forth his submission.

In reply, Sri Vijay Agarwal disagreed the charges levied on him and in order to prove his innocence he wanted to examine the persons as mentioned in his letter 26-07-2013 addressed to the Sr. Divisional Manager. He also put his submission saying that being the typing mistake made "cross examination" as written in the aforesaid letter it would be 'examination' of those persons.

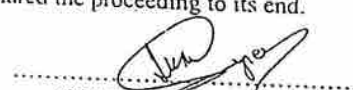
Sri Syiem, the Disciplinary Authority, told him that as there was no such direction in the aforesaid Order for examination or cross examination so this was not the forum for doing the same. However, they were told that they might raise this contention in the proper forum.

So, again Sri Agarwal was requested to put forth his submission in regard to evidence etc. as per aforesaid Court Order, because Sri Syiem was directed to do so.

Sri Agarwal again stressed the need of examining those persons as per his letter dated 26-07-2013 which he requested take a note in the today's proceedings. He also told that only by examining those persons he could prove himself as innocent.

Sri L. K. Syiem, the Disciplinary Authority told him that his contention would be taken in today's meeting as a note of his contention and declared the proceeding to its end.


.....
(SRI VIJAY AGARWAL)
PETITIONER


.....
(SRI L. K. M. SYIEM)
DISCIPLINARY AUTHORITY

Serial 38.
August 27, 2013.
SG

W.P. No. 24905 (W) of 2013

Shri Vijay Agarwal
-versus-
Life Insurance Corporation of India and others

Mr. Kishore Datta
Ms. Sumita Shaw
... for the petitioner.

Mr. Sounya Majumder
Ms. Saswati Chatterjee
...for the respondent no.1.

The petitioner has been subjected to an enquiry by the appropriate body under the Life Insurance Corporation of India (Agents) Regulations, 1972 into the allegations of impropriety on the petitioner's part for the purpose of terminating the agency of the petitioner. The petitioner complains of the refusal by the body to summon employees or other personnel engaged by the Corporation at the behest of the petitioner.

In the context of the present proceedings, nothing more than what is absolutely necessary need be said. It would suffice to recognise that the primary charge against the petitioner is of causing an application to be made for a policy of a deceased person. The petitioner's defence is that at the time that the application was made, the person was alive and he died subsequently in a road accident.

The petitioner informed the authority conducting the inquiry or the disciplinary proceedings by a letter dated July 26, 2013 that

62

the petitioner desired to cross-examine "some of the employees of Life Insurance Corporation of India and the doctors ..." The petitioner harbours the impression that it is the obligation of the authority conducting the enquiry to ensure the presence of the relevant employees of the Corporation or the concerned medical practitioner to afford the petitioner a chance to cross-examine them.

In support of the petitioner's contention, reliance has been placed on the judgments reported at 1979(1) All ER 209 and 1982 (1) All ER 646 for the proposition that the prosecution cannot suppress any material fact or key witness if it is within the special knowledge of the prosecution that the fact or the witness may demolish the prosecution case. The principle is too well-known to be doubted.

In course of any enquiry to assess whether the agent is guilty of the impropriety complained of, the authority conducting the enquiry should ensure a fair procedure that would allow the agent a chance to rebut the charges or disprove the same. Towards such end, the authority has to facilitate the petitioner calling any witness for such purpose, as long as the authority is satisfied that the petitioner is not attempting to delay the process by calling irrelevant witnesses. But the authority would be no obligation to ensure the presence of any witness or furnish the names of the employees who may have been involved in processing the relevant policy. It would be for the petitioner to discover such facts as would enable the petitioner to rebut the charges.

The petitioner does not refer to any material or fact for the application of the principle recognised in the reported judgments.

WP No. 24905 (W) of 2013 is disposed of by observing that the authority conducting the enquiry will allow the petitioner to call any witness as long as the evidence is relevant to the issues that arise in the proceedings, but the authority will not be obliged to furnish the names of any employee of the Corporation or summon such employees or any other person for the purpose of the petitioner cross-examining them.

It will be open to the petitioner to forward a copy of this order immediately to the appropriate authority conducting the enquiry for the authority to consider whether the hearing is to be reopened to afford the petitioner an opportunity to present the petitioner's evidence.

There will be no order as to costs.

Certified website copies of this order, if applied for, be urgently made available to the parties, subject to compliance with all requisite formalities.

(Sanjib Banerjee, J.)

1. 70

From

Dated: 18th September 2013

Vijay Agarwal

2/3 Judges Court Road

Divine Bliss, Flat – 4D N

Kolkata – 700027

Rec. by LIC
on 18/9/13.

To

The Senior Divisional Manager

Life Insurance Corporation of India KSDO

DD5 Salt Lake City

Kolkata – 700064

Re: W.P. No. 24905(W) of 2013, High Court, Calcutta

Vijay Agarwal – Vs – LIC & Ors.

Kind Attn. Shri L.K. Syiem, Disciplinary Authority

Sir,

Enclosed please find herewith a copy of order dated 27-08-2013, passed by his lordship Hon'ble Justice Sanjib Banerjee in the above matter.

In terms of the order of The Hon'ble High Court, I request you to allow me the following witnesses for the reasons stated below:

1. Your empanelled doctor, Dr. Alok Kumar Chaudhuri, ME Code 6642, who had examined the insured on 25 – 03 – 2004 at 11:00 a.m and had submitted a report to you on 25 – 03 – 2004.
2. Dr. Debjit Chatterjee of Medilink Health Care Diagnostic Center Pvt. Ltd., your empanelled medical lab who had done an Electro-Cardiogram on 12th March 2004 and had submitted the report accordingly to you on 12-03-2004.

- 4
3. Dr. C R Ghosh of Medilink Health Care Diagnostic Center Pvt. Ltd., your empanelled medical lab who had conducted report on Examination of Blood on 12th March 2004 and had submitted the report accordingly to you on 12-03-2004.
 4. Dr. C R Ghosh of Medilink Health Care Diagnostic Center Pvt. Ltd., your empanelled medical lab who had conducted report on Examination of Blood for HIV Test on 12th March 2004 and had submitted the report accordingly to you on 12-03-2004.
 5. Your employee under SR. Code No. 337638 who had prepared the review slip for all the proposals on 31-03-2004 bearing Nos. 14434, 14433, 14437, 14430, 14429, 14426 and had forwarded for underwriting.

I submit that in view of the involvement of the above named persons in the matter, they are important witnesses whose evidence would be relevant to the issues that arise in this proceeding.

I request you to issue necessary notice on the persons concerned to appear in the proceeding and permit me to examine them.

I intend to name further witnesses for examination, the names of whom are not known to me. I am taking steps to ascertain their names under Right To Information Act 2005. I reserve my right to apply before you to call the other persons whose names may be disclosed in response to my application under Right Information Act 2005.

Thanks & Regards



Vijay Agarwal



LIFE INSURANCE CORPORATION OF INDIA
KOLKATA SUBURBAN DIVISIONAL OFFICE
DD 5, SECTOR – I, SALT LAKE, KOLKATA – 700064

Ref : KSDO/L&HPF

19 September 2013

Sri Vijay Agarwal
2/3, Judges Court Road,
Divine Bliss, Flat – 4D N,
Kolkata – 700027

Dear Sir,

Re : W.P. No. 24905(W) of 2013, High Court, Calcutta
Vijay Agarwal – Vs – LIC & Others

We have received your e-mail dated 18.09.2013 and considered the contention made therein in connection with above.

In reply to your e-mail dated 18.09.2013, we would refer you to the Judgment passed by Hon'ble Justice S. Banerjee in W.P. No 24905(W) of 2013 in which it is clearly stated that you may call any witness as long as the evidence is relevant to the issues that arises in the proceedings and the Corporation will not summon any employee or any other person for the purpose of examination.

In order to comply with the Principle of Natural Justice, we give you an opportunity to bring any witness or witnesses, whose presence has to be arranged by yourself, on the next date of personal hearing on 26.09.2013 at 11.30 AM in the office of the Divisional Manager (In-charge), KSDO, DD 5, Jeevan Prova, Salt Lake, Sector – I, Kolkata – 700064.

Since the authority is required to pass Final Order by 30.09.2013 as directed by the Hon'ble High Court, your co-operation is needed so that the proceedings can be concluded before 30.09.2013.

Please bring your witness along with their respective Photo Identity cards.

Yours faithfully,

Divisional Manager (I/C)
LICI, KSDO

Aloke Chaudhuri
M.D. (Medicine)

Senior Consultant Physician & Cardiology
Formerly: House Physician in Medicine
Cardiology, S.S.K.M. Hospital
Brookwood County Hospital (U.K.)

72
Chamber & Residence :

BA-146, SALT LAKE,
CALCUTTA-700064

Chamber Hours 6—8 p.m. (Thursday closed)

Phone : 337-0660

Date..... 21/9/2013

TO WHOM IT MAY CONCERN

I, Dr. Aloke Kumar Chaudhuri do hereby confirm that I was empanelled DIC Doctor code no 66/42 ; that I physically examined Mr. Prosenjit Das aged 22yrs on 25/3/2004 at 11 AM for getting a new DIC policy with Salt Lake branch and that he had physically signed in the medical form in my presence,

Aloke Kumar Chaudhuri

73

WB/20/139/672044
Address: 1A-146 SALT LAKE, SECTOR-1,
LLOCK-BA WARD NO.-1, BIDHAN
LAGAR NORTH 24 PARGANAS 700064

1st: 08/04/2009
5-Region name and address of the Electoral
division
2-Jamila Signature of the Electoral
Division Officer for
-Bidhanagar Constituency

For signature of the Electoral Officer, please
fill up the form in the address mentioned in the
relevant form for including your name in the
at the changed address and to obtain the card
same number.

PERMANENT ACCOUNT NUMBER
ABWPC5611J

NAME: ALOKE KUMAR CHAUDHURI

FATHER'S NAME: ASOKE KUMAR CHAUDHURI

DATE OF BIRTH: 29-10-1962

COMMISSIONER OF INCOME-TAX, W.B.

Signature: Alok Kumar Chaudhury



निर्वाचक के नाम / नाम / पिता के नाम का उल्लेख करने
के लिए निर्वाचक को सूचित / सूचित / सूचित करने
के लिए निर्वाचक को सूचित / सूचित / सूचित करने
के लिए निर्वाचक को सूचित / सूचित / सूचित करने

निर्वाचक के नाम: 700-069

In case this card is lost/found, kindly inform/refer to
the issuing authority,
Assistant Commissioner of Income-tax,
P. 7,
Chowringhee Square,
Calcutta-700 069.

Duplicate


निर्वाचक का नाम / नाम / पिता का नाम का उल्लेख करने
के लिए निर्वाचक को सूचित / सूचित / सूचित करने
के लिए निर्वाचक को सूचित / सूचित / सूचित करने
के लिए निर्वाचक को सूचित / सूचित / सूचित करने

ELECTION COMMISSION OF INDIA
IDENTITY CARD
WB/20/139/672044

निर्वाचक का नाम: अशोक कुमार चौधरी
Electors Name: Alok Kumar Chowdhury

पिता का नाम: अशोक चौधरी
Father's Name: Asoke Chowdhury

पुरुष / महिला: पुरुष / M
Date of Birth: 29/10/1962



Alok Kumar Chaudhury
21/9/2013

7A

Prof. C. R, GHOSE

M.B.B.S., M.D., PH. D.
EX. HEAD DEPT. OF BIOCHEMISTRY
R. G. KAR MEDICAL COLLEGE
Calcutta
INDIA

2A. NORTHERN AVENUE,
CALCUTTA-700 037
INDIA
Resi. 2532 6581

TO WHOM IT MAY CONCERN

I, Dr. Chitta Ranjan Ghosh, (MBBS, MD, Ph.D, FIC) residing at 2A, Northern Avenue, Kolkata 700037, declare that I was attached to M/s Medilink Health Care Diagnostic Centre Pvt. Ltd. of 1M, Vatika, 1st Floor, Gate No. 4, Block A2, Kalindi, Kolkata 700089 in the capacity of their Consultant Pathologist in the year 2004.

On 12. 03. 2004 I had tested and given the two following Blood Reports on blood of patient named Prosenjit Das.

- Report 1. Examination of blood.
- Report 2. Examination of blood for HIV test.

CR Ghosh

(Chitta Ranjan Ghosh)

Dated: 21. 9. 2013

Enclosed:
Copy of Adhar Card



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/19594/01245

To
চিত্ত রঞ্জন ঘোষ
Chitta Ranjan Ghosh
2A NORTHERN AVENUE
BELGACHIA
Belgachia S.O
Belgachia
Kolkata
West Bengal 700037
21101491
MN211014916FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

8293 6630 1260

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



চিত্ত রঞ্জন ঘোষ
Chitta Ranjan Ghosh
পিতা : মৃগেন্দ্র নাথ ঘোষ
Father : Mrigendra Nath Ghosh
জন্ম সাল / Year of Birth : 1932
পুরুষ / Male



8293 6630 1260

আধার - সাধারণ মানুষের অধিকার

CR Ghosh

Dated: 23rd September 2013

7

From
Vijay Agarwal
2/3 Judges Court Road
Divine Bliss, Flat – 4D N
Kolkata – 700027

To
The Senior Divisional Manager
Life Insurance Corporation of India KSDO
DD5 Salt Lake City
Kolkata – 700064

Re: W.P. No. 24905(W) of 2013, High Court, Calcutta

Vijay Agarwal – Vs – LIC & Ors.

Kind Attn. Shri L.K. Syiem, Disciplinary Authority

Your letter dated 19th September 2013 issued to me is contrary to the letter and spirit of the order of the Honorable High Court dated 27th August 2013.

It is expected that you would rely upon the sentence....*“Towards such end the authority has to facilitate the petitioner calling any witness for such purpose as long as the authority is satisfied that the petitioner is not attempting to delay the process by calling irrelevant witnesses...”*

However, I reserve my right to claim adverse inference against LIC for not producing or facilitating in the production of the relevant witnesses' sought whose evidence would be relevant to the issues for the proceeding.

However, I have applied for the details of those persons under Right to Information Act, 2005 to the appropriate authority and I have not received any reply on the same as yet.

I reserve my right to take appropriate steps in this regard after receiving the reply if any.

So far as the doctors are concerned, I have two doctors namely Dr. C.R. Ghosh who had done the pathological report of Late Prosenjit Das on 12/03/2004 and Dr. Alope Kumar Chaudhuri who had examined Late Prosenjit Das on 25/03/2004 at 11:00am and submitted the medical report, have given in writing that they had conducted the pathological and physical medical test respectively of Late Prosenjit Das. Their written certificates are annexed herein.

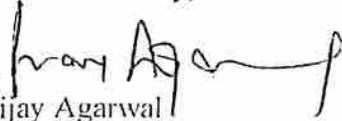
I rely to the same in support of my defense. I could not trace the other doctor, Dr. Debjit Chatterjee. I am making endeavor to find him out. Hence, I request you to give me some time to either produce the said doctor or bring his written statement.

It is also requested of you to fix any date after 26/09/2013 for the next proceeding; since my father's annual shraadh is fixed for that date.

You are requested to kindly co operate.

Thanking You

Yours Faithfully,


Vijay Agarwal

27/09/13
27/9/13

75A

Date : 27-09-2013


MINUTES OF THE PROCEEDINGS HELD ON 27-09-2013 AT 3.00 P.M. IN THE CONFERENCE HALL, DIVISIONAL OFFICE, KSDO, KOLKATA In connection with the Order dated 27-08-2013 of Hon'ble High Court, Calcutta in regard to the Writ Petition number being W.P. 24905(W) of 2013, Vijay Agarwal vs. LIC & others.

In accordance with the Order passed by the Hon'ble Justice, S. Banerjee in W.P. No. 24905(W) of 2013 wherein it was clearly mentioned that Sri Vijay Agarwal may call any witness as long as the evidence is relevant to the issues that arises in the proceedings and the Corporation will not summon any employee or any other person for the purpose of examination.

In order to comply with the Principle of Natural Justice, Sri Agarwal was given an opportunity to bring any witness or witnesses, whose presence is to be arranged by himself, on the day of proceedings on 27-09-2013 at 3.00 P.M. in the aforesaid venue.

The proceedings started at 3.00 P.M. where Sri Vijay Agarwal was present, but no witness was brought in for examination. Sri Agarwal informed that Prof. C. R. Ghose could not be present due to his old age and Dr. Alok Chowdhury for his busy schedule. However, he submitted letters of Prof. C. R. Ghosh, dated 21-09-2013 and Dr. Alope Chaudhuri, dated 21-09-2013 being self explanatory to the forum. He also submitted one copy of the Proposal Review Slip with the noting "LIC of India, Branch-41B, Division Dt 16-4-2004 Proposal Review Slip (Form No. 3104/01C) # ver./9.00 Registration Date : 31/03/2004 on the life of Prosenjit Das and copy of the opinion of document examiner, Sri Purusuttom Chatterjee dated 28-05-2013 with enclosures for consideration. The Discipline Authority declared the proceedings to its end.


(SRI VIJAY AGARWAL)
PETITIONER


(SRI L. K. M. SYIEM)
DISCIPLINARY AUTHORITY



To,
Shri Vijay Agarwal
2/3 Judges Court Road
Divine Bliss, Flat-4D N
Kolkata-700027

30.09.2013

Sir,

Reg.P. No. 24905(W)of 2013 High Court Kolkata

Enclosed please find the FINAL ORDER passed by the Divisional Manager in the Disciplinary Proceedings under LIC of India Agents Rules And In The Matter Of Sri V.K. Agarwal , Agency Code NO.97633411 Salt Lake Branch Under Kolkata Suburban Divisional Office.

Please acknowledge receipt of the same.

Yours Sincerely



কলকাতা উপনগরীয় মন্ডল কার্যালয়, জীবন প্রাণা, ফ্ল্যাট - 5, মেজর - 1, সাল্টলেক সিটি, কলকাতা - 700064
দু'ফোন : (033)2337-0242/0642/0946, ফ্যাক্স : 033-23370609, ই-মেইল : licicsdo@cal.vsnl.net.in

Kolkata Suburban Divisional Office, Jeevan Prabha, UD-5, Sec-1, Salt Lake City, Kolkata 700064
Tel : (033) 2337-0242/0642/0946, Fax : 033-23370609, E-mail : licicsdo@cal.vsnl.net.in



77
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DISCIPLINARY PROCEEDINGS UNDER LIC OF INDIA AGENTS RULES (1972)

A N D

**IN THE MATTER OF SRI V. K. AGARWAL, AGENCY CODE NO.97633411,
SALT LAKE BRANCH OFFICE UNDER KOLKATA SUBURBAN DIVISIONAL OFFICE**

FINAL ORDER

Sri Vijay Agarwal , Ex-Agent having Agency Code No. 97633411 , previously attached to LIC of India , Salt Lake Branch under KSDO , had introduced six proposals in the name of Sri Prosenjit Das who happened to be an Agent of LIC of India , Baranagar Branch , totaling a sum assured of Rs. 15,05,000/-. The premium of all the policies were adjusted from a proposal deposit vide BOC No. 11657 on 13.02.2004 in the name of Sri R.L.Gupta and no deposit was made in the name of Sri Prosenjit Das , deceased policyholder. The proposals resulted into Policies , numbers are 423881681,423881682,423881683,423881684,423881685 & 423881686 on the life of Sri 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 . All the policies resulted in a premature death claim, the Life Assured Sri Prosenjit Das having died on 10.04.2004 which was before the date of registration of the policies though the proposals were dated 25.03.2004. On the basis of investigation it is established that the signature of the Life Assured , Sri Prosenjit Das , 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 Sri Agarwal during registration / completion of proposals.

Sri Vijay Agarwal , Agency Code No.97633411 . Salt Lake Branch was issued a Show Cause Notice dated 20.12.2006 for the charges as enumerated above ;

Sri Vijay Agarwal denied the charges leveled against him in the Show Cause Notice dated 20.12.2006 through his reply dated 27.12.2006 ;

After careful perusing the relevant documents and evidence on record and reply dated 27.12.2006 the Show Cause Notice , undersigned was satisfied that due and proper opportunities had been accorded to Sri Agarwal and as the Disciplinary Authority , the undersigned felt that Sri Agarwal had nothing more to say in his defense and therefore , found Sri Agarwal guilty of the charges as mentioned in the Show Cause Notice dated 20.12.2006 .



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DD-5, SECTOR-I, SALT LAKE, KOL-700 064.

Therefore , the undersigned in exercise of powers conferred upon him under Rule of the LIC of India (Agents) Regulations , 1972 thereby imposed upon Sri 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 forfeited 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 dated 20.12.2006 with immediate effect. ”

The said order of termination was upheld by the Zonal Manager , Eastern Zone of the Corporation being the Appellate Authority on diverse ground and against which a Memorial was preferred by Sri Agarwal to the Chairman of the Corporation and the Chairman by the order dated 12.08.2009 rejected the Memorial.

After that Sri Agarwal moved the Writ Petition , as mentioned above , challenging the order involving termination of his agency under Rules 16(1) (a) of LIC (Agents) Rules 1972 and forfeiture of his renewal commission under Rule 19(1) read with Rule 10(6) of LIC of India (Agents) Rules , 1972.

In the said Writ Petition , moved before the Hon’ble High Court , Kolkata , it was the specific contention of the Writ Petitioner , Sri Vijay Agarwal . that the opinion of the handwriting expert was not made available to him and further contention was 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.

Having considered the respective contention of both sides , His Lordship was of the view that omission to furnish the opinion of the handwriting expert together with disputed signatures constitutes a series of infirmity in the decision making process of the Chairman and therefore the same is in violation of the principle of fairness , transparency etc.

By observing the above, the Hon’ble Justice Dipankar Dutta by the Judgment and Order dated 18.03.2013 decided that the Petitioner , Sri Agarwal was entitled to the relief. In the said Judgment , His Lordship was also of the view that having considered the gravity of the allegations leveled against the Petitioner , the proceedings could not be allowed to be discontinued and His Lordship was pleased to direct that the proceedings must immediately start from the stage after submission of reply given by the Petitioner and



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KOLKATA SUBURBAN DIVISIONAL OFFICE,
DD-5, SECTOR-I, SALT LAKE, KOL-700 064.

accordingly , it was directed that the Corporation shall make available to the Petitioner within a fortnight from the date of receipt of the copy of order all documents that its seeks to rely on to drive home the allegations leveled against the Petitioner and it was directed that the Disciplinary Authority shall thereafter extend the 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 and the Petitioner was given liberty to submit evidence in support of the defense and raise appropriate contentions.

In compliance of the said order , LIC of India duly supplied copies of all the documents which were relied upon by the Disciplinary Authority in the Disciplinary Proceedings conducted against Sri Agarwal , the Petitioner , vide letter dated 05.04.2013. The documents sent to Sri Agarwal are given here in under :-

- (1) copies of all the Proposal papers for the Policy numbers 423881681, 423881682, 423881683, 423881684, 423881685 and 423881686 on the life of Prosenjit Das, the deceased life assured procured by Sri Vijay Agarwal along with Agent's Confidential Reports of Sri Vijay Agarwal.
- (2) copy of the Opinion / Report No. DXB- 30/2006 of the Government Examiner of Questioned Documents , Directorate of Forensic Sciences , Ministry of Home Affairs , Government of India affirming that the person who wrote the enclosed writings stamped and marked A1 to A21 , A21/1 , A22 to A28 , A30 to A42 and A44 to A52 did not write the red enclosed writings similarly stamped and marked Q1 to Q19 , Qi9/1 and Q20 to Q26. ("A" denotes " Admitted Documents" and "Q" denotes " Questioned Documents").
- (3) copies of the Proposal papers etc. covering New Business procured by Prosenjit Das (decd), as an Agent of LIC of India , Baranagar Branch , under agency code 88128/430.
- (4) copy of the duly completed Agency Application Form etc. of Prosenjit Das (decd.) for procuring life insurance business. Copy of the Death Certificate , No. being 21639 , in Form No. 6 of Prosenjit Das (decd.). Copy of the Certificate of Madhyamik Pariksha (Secondary Examination), W.B.B.S.E of Prosenjit Das (decd.).



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KOLKATA SUBURBAN DIVISIONAL OFFICE,
DD-5, SECTOR-I, SALT LAKE, KOL-700 064.

(5) copy of the letter dated 07.01.2005 of Dr. Provash Ch. Biswas , Director of Medilink Health Care Diagnostics & Research Centre (P) Ltd. , Kalindi , Calcutta-700 089 , confirming that ECG & other special Medical Investigation done on 13.04.2004 and delivered on 15.04.2004 on Prosenjit Das according to their register.

(6) copies of the filled in Claim Form A & Claim Form E in respect of Prosenjit Das, deceased life assured from the Claimant Biswajit Das , cousin brother , for all the Policy Nos. 423881681, 423881682, 423881683, 423881684, 423881685, & 423881686.

Acknowledging the receipt of all the documents , the Petitioner Sri Agarwal wanted to know from LIC vide his letter dated 16.05.2013 to let him know which of the documents were relied upon for his preparation of reply. LIC informed vide letter dated 22.05.2013 that all the documents , put together , comprised the evidence which had been relied upon.

The Petitioner , Sri Agarwal , informed LIC vide his letter dated 03.06.2013 , inter alia , that he had gone through the documents supplied to him including the opinion of the handwriting expert and wanted to place on record that he did not agree with the handwriting expert report and he reserved right to produce necessary evidence in this regards. He also mentioned that he reserved his right to produce oral and documentary evidences in support of his defense in course of the hearing proceedings to be held as directed by the Hon'ble High Court , Kolkata vide order dated 18.03.2013.

In the said letter , he wanted to examine the Medical Examiner who had given the reports.

LIC requested the Petitioner , Sri Agarwal . vide letter dated 13.06.2013 to submit to them his reply in writing along with the documents which he wanted to rely on at the time of hearing of the proceedings.

In reply , the Petitioner requested LIC vide his letter dated 25.06.2013 to send some more documents and LIC supplied all such documents as enclosures to their letter dated 18.07.2013 stating that though the documents were not relevant in present context but in order to follow the Principles of Natural Justice , the documents were sent. It was also made clear to the Petitioner that the Claim Forms had been submitted by Sri Biswajit Das , alleged to be the cousin of the life assured Prosenjit Das (deceased) , cannot be treated as a member of the family of the deceased life assured , Prosenjit Das. In the said letter , in order to extend him an opportunity of personal hearing as per the order of the Hon'ble High Court , Kolkata , the Petitioner was requested to kindly pay a visit to the office of the undersigned, the Disciplinary Authority , on 5th . August ,2013 at 11.30am.

Page4



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DD-5, SECTOR-I, SALT LAKE, KOL-700 064.

Afterward , the Petitioner , Sri Agarwal , sent a letter dated 26.07.2013 informing the Disciplinary Authority that in order to defend himself in respect of the charges levied against him , he needed to cross examine some of the employees of LIC and the Doctors who were connected with the registration of the proposals , underwriting the proposals and the medical tests involved on the day of hearing on 5th August , 2013.

As per schedule, on 5th August, 2013 at 11.00 A.M., the Petitioner, Sri Agarwal appeared in the Chamber of the Disciplinary Authority and after formal introduction, the Disciplinary Authority explained to him that as per said order of the Hon'ble High Court, Kolkata , he wanted to extend him (Sri Agarwal) the opportunity of personal hearing and he was free to place his submission. The Disciplinary Authority also narrated that according to the direction of the said order, he was already made available the documents relied upon to drive home the allegations leveled against him and he was requested to put forth his submission.

In reply, the Petitioner , Sri Vijay Agarwal , disagreed the charges levied on him and in order to prove his innocence he wanted to examine the persons as mentioned in his letter dated 26.07.2013 , correcting the typing mistake made as " cross examination" therein.

The Disciplinary Authority told him that there was no such direction in the said order for examination or cross examination so this was not the forum for doing the same and told that they might raise this contention in the proper forum . Sri Agarwal was requested again to put forth his submission in regard to evidence etc. as per said order but the Petitioner , Sri Agarwal , stressed the need of examining those persons as per his letter dated 26.07.2013 and told that only by examining those persons he could prove himself as innocent .

In the forum of personal hearing , the Petitioner , Sri Agarwal , neither put any oral evidence nor any documentary evidence in support of his innocence though he mentioned in his letter dated 03.06.2013 to reserve his right to produce oral and documentary evidences in support of his defense in course of the hearing proceedings .

However, Sri Vijay. Agarwal moved a second Writ Petition, No. being W.P.No. 24905 (W) of 2013, High Court, Calcutta and the second Writ Petition was disposed of by the Hon'ble Justice Sunjib Banerjee vide Order dtd.27.08.2013 with the following observation :

That the authority conducting the enquiry will allow the petitioner to call any witness as long as the evidence is relevant to the issues that arise in the proceedings, but the authority will not be obliged to furnish the names of any employees of the corporation or SUMMON such employee or any other persons for the purpose of the petitioner's cross - examining them.



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DD-5, SECTOR-I, SALT LAKE, KOL-700 064.

Accordingly, in order to comply with Order dtd. 27.08.2013 of Hon'ble Justice Sanjib Banerjee, I, as the Divisional Manager (In-charge) of Kolkata Suburban Divisional Office, by the letter as well as mail dtd. 19.09.2013 gave an opportunity of hearing to Sri Agarwal to present himself along with his witness/witnesses on 26.09.2013 at 3.00 p.m. at my Office.

On receipt of said letter/mail, Sri Agarwal by his mail/letter dtd.23.09.2013 informed that due to his father's annual Sradhh Ceremony, he would not be able to attend the hearing on 26.09.2013 and he requested to fix any date after 26.09.2013.

Considering the said request, I shifted the date of hearing on 27.09.2013 at 3.00 p.m..

According Sri Agarwal attended the said hearing on 27.09.2013 at 3.00 p.m. but no witness was brought in for examination. However, he submitted copies of the letters of Professor C. R. Ghose, dtd 21.09.2013 and Dr. Alope Chaudhury dtd. 21.09.2013.

Prof. C R Ghose in his letter has stated that in the capacity of consultant Pathologist attached with M/s. Midilink health care Diagonestic centre Pvt. Ltd., Kalindi, Kolkata that on 12.03.2004, he had tested and given to Blood report of Patient named Prosenjit Das.

- Report-I = Examination for Blood
- Report-II = Examination for Blood for HIV test.

Dr. Alope Chaudhury vide his letter dtd.21.09.2013 has also stated that he examined Sri Prosenjit Das, aged 22 yrs on 25.03.2004 at 11.00 a.m. physically for getting new LIC policy with salt lake branch and Prosenjit Das had also signed the Medical Form in his presence.

Sri Agarwal also submitted the opinion of the Document Examiner, Purushottam Chatterjee with enclosure dtd. 28.05.2013 contending that he has examined the signatures on Xerox copies of the documents containing the signature of Prosenjit Das and stated as follows :

“ On inter-se comparison between A series signatures, I find that all the signatures were written on 25.03.2004. I find good consistency in all respect including operation of letters, combination of letters, initial and terminal strokes, average size of the letters, average spacing between the letters, average slant of the letters, alignment of entire signatures, nature of pen-lifts(practically most of the letters were written with pen-lifts which suggest that this writer is not a good writer with good pen-control), average speed of the writings and line quality”.



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Sri Agarwal also produced Xerox copy of proposal review slip with the noting therein "LIC of India, Branch-41B, Division Dt.16.04.2004 Proposal Review Slip (Form No.3104/01C) # ver.9.00 Registration Date: 31/03/2004 on the life of Prosenjit Das".

Observations with reasons:-

.....
All the papers/documents related to the case have been perused meticulously and after independent application of mind, my observations are as follow:-

- (a) that proposal papers for proposing insurance on the life of Prosenjit Das, since deceased, were not signed by the life assured Prosenjit das himself as confirmed by the Report of handwriting expert, which forms the basis of Contract.
Moreover, no deposit i.e consideration money was made in the name of the proposer Prosenjit Das (decd.) rather all the Policies were adjusted against a proposal deposit vide BOC No. 11657 on 13.02.2004 in the name of Sri R.L.Gupta.
- (b) that all the proposals resulted into Policies, numbers being 423881681,423881682,423881683, 421881684, 421881685 & 421881686 on the life of Prosenjit Das with registration date as 16.04.2004 and afterward said Policies resulted in a premature death claim, the Life Assured Prosenjit Das having died on 10.04.2004 which was before the date of registration of the proposals even though the proposals were dated on 25.03.2004. It appears all these proposals alleged dated 25.03.2004 but the same were registered on 16.04.2004 i.e after the death of the said Prosenjit Das.
- (c) In support of his claim, Sri Agarwal produced the letter of Dr.C.R.Ghose, who were attached to M/S Medilink Health Care Centre etc. as consultant pathologist from which it is found that Dr. C.R.Ghose only examined the blood and no evidence was forthcoming that Dr. C.R.Ghose himself drew the sample of blood of deceased Prosenjit Das on 12.03.2004.

On the other hand, LIC has sufficient document, letter dtd. 07.01.2005 of Dr. P.Biswas, Director of Medilink Health Care Centre etc. wherein it is stated that the ECG and other special medical investigations were done on 13.04.2004 and reports delivered on 15.04.2004 on Prosenjit Das according to their Register i.e after the death of Prosenjit Das which occurred on 10.04.2004.

Therefore, it cannot be said that Prosenjit Das was at all examined as claimed by Sri Agarwal.



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(d) Sri Agarwal has also produced the Xerox copy of the medical certificate dtd.21.09.2013 given by Dr. Alope Chaudhury , ex-empanelled Doctor of LIC by which he has alleged that he examined Prosenjit Das on 25.03.2004 at 11am for getting a new Policy.

Sri Agarwal has not produced any supporting evidence of the letter such as the Diary of the said Medical examiner Dr. Alok Chowdhury showing that said Doctor actually examined Prosenjit Das with all the notings of health indices.

(e) I have also considered the Xerox copy of the opinion given by Sri Purusottam Chatterjee, Document examiner, dated 28.5.2013.

It appears that the said certificate of Sri Purrosottam Chatterjee cannot be accepted for the reasons that he has observed in the said opinion as follow:-

“On minute examination and comparison between A series with B series signatures, I find significant nature of similarity in respect of operation of letters, combination of letters (it & as), peculiar style of the letters “r, s, j, i, t, D” including initial and terminal strokes, peculiar spelling of “Prosenjuit”, average size of the letters, average spacing between the letters, nature of dots of “j” (see- A series and B8a, B9a, B81a, B20a, B26, B31, B32 to B35), speed of the writings and line quality.

I have duly considered the nature of differences also between A with B series and I am perfectly satisfied that they are mere natural variations of the same writing principle (on consideration of variations in-between B series). The cumulative value of the points of agreement strongly leads to a case of identity beyond any doubt.

I may also state that A series signatures were quite freely written and do not betray any sign of imitation”.



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It cannot be accepted that writer was not a good writer with good pen-control, average speed of writing and line quality considering that Prosenjit Das was a educated young boy of 22 years of age and similar remarks have not been made by Sri Chatterjee in respect of B series Documents.

On the other hand the Government Examiner of Questioned Documents , Directorate of Forensic Sciences. have come to conclusion while examining the documents leaving no doubt that the person who wrote the enclosed writings stamped and marked A1 to A21 , A21/1, A22 to A28, A30 to A42 and A44 to A52 didn't write the red enclosed writings similarly stamped and marked Q1 to Q19, Q19/1 and Q20 to Q26.

After careful perusal of relevant documents and evidence on record and reply of Sri Agarwal dated 27.12.2006 to the Show Cause Notice and further evidence produced by Sri Agarwal and also after hearing Sri Agarwal on 05.08.2013 and 27.09.2013 , the under signed is satisfied that due and proper opportunities have been accorded to Sri Agarwal and as the Disciplinary Authority , the under signed feels that Sri Agarwal has nothing more to say in his defense and therefore, finds Sri Agarwal guilty of the charges as mentioned in the Show Cause Notice dtd.20.12.2006 ;

Now , therefore, the under signed in exercise of powers conferred upon him under Rule 16 of the LIC of India (Agents) Regulations , 1972 hereby imposes upon Sri Vijay 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 commission 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 dated 20.12.2006 effective from 10.03.2007.

Dated at Kolkata, the 30th. September, 2013.


.....
Divisional Manager (In Charge)
(Disciplinary Authority)

मण्डल प्रबंधक (प्रभारी) / Divisional Manager (I/C)
भा.जी.बी.नि. को.उ.मं.का / LIC - KSDO
कोलकाता - 700064 / KOLKATA - 700064

84

**Life Insurance Corporation Of India
Salt Lake Branch**

Ref:- SLBO/BM/Appeal Format

dt.31.01.2014

Sri Vijay Agarwal
(Ex Agent Code no-97633411D)
7,Hari Sava street
Kolkata-700023

Re: Format for tendering appeal.

Dear Sir,

As directed by the competent authority, We are enclosing herewith the "format for tendering appeal by agent" against termination of agency and requesting you to send your appeal through proper channel within stipulated time frame, otherwise the advance copy directly sent by you to the appellate authority will not be taken into account.

Please acknowledge.

Yours Faithfully,



Branch Manager

Encl: Format,as Stated (4 pages).

मनोज कुमार शील
MANOJ KUMAR GIL
शाखा प्रबन्धक / Branch Manager
भा. जी. बी. लि., पल्ट लेक शाखा
L.I.C.I., Salt Lake Branch
सी एफ - 335, Salt Lake, Kolkata City
कोलकाता, भारत

53

LIFE INSURANCE CORPORATION OF INDIA

ZONE

DIVISION

BRANCH

- A) : 1. Name of the Agent
2. Code No.
3. Complete Address with PIN Code
4. Type of Agency : Direct/UCA/RCA/Under Dev. Offr (Appointed/Allotted)
5. Area of Operations : Rural/Urban
6. Date of Appointment ;
7. Date of Confirmation :
8. Date of Birth :
9. Whether Age admitted :
10. Qualification : Educational :
- Technical :
11. Whether member of any Club, if so :
- (a) Level of Club :
- (b) Year of Entry :
- (c) Training Details (other than preliminary training before confirmation) :
12. Rule/Sub-rule under which action against agent has been taken:
13. The details of cause (Claim repudiation/misbehaviour/complaint/misappropriation etc.) for initiating action :
14. Whether equipped with a fast moving vehicle, if so :
- (a) Type/Make :
- (b) Amount & date of grant of advance :
- (c) Outstanding advance ₹ as on

15. Details of other advances :

Nature/Type	Amount of Advance (₹)	Date of grant of advance (₹)	Outstanding Advance (₹)	As on

B. Details of Business Performance & Commission Earnings for the past 5 years (Agency year from _____ to _____)

Agency Year	New Business			Commission Earnings			Total Commission (₹)
	SA (₹ in lac)	FPI (₹ in lac)	No. of Policies	FY Commission (₹)	Bonus Comm. (₹)	Renewal Comm. (₹)	

C. In case action has been initiated/taken under Rule 16(a), (b) & (c) i.e. for repudiation of claim/s, then :

- Total No. of Claims :
- Total No. of Early Claims out of C (1) above

NUMBER	Sum Assured (₹ in lac)

- Total No. of Non-Early Claims out of C (1) above

NUMBER	Sum Assured (₹ in lac)

- Whether any claim has been repudiated out of c (2) above, if so, details thereof :
- Whether the claimant has preferred any appeal to the Claims Review Committee. If so, decision of CRC especially with regard to role of Agent/Development Officer/Medical Examiner, if any.

D. Details of action initiated against the agent as per LIC of India (Agents) Rules, 1972 along with the following information/copies of documents :-

- Investigation Report, Office Notes & relevant records with concrete evidence obtained implicating the agent

(3) If action has been taken against the agent for non-disclosure of material facts required for underwriting, then copies of proposal forms, ACR, Age Proof, MHR, Medical Examination Report (if the proposal is under Medical Scheme) :

(4) What effect the non-disclosure had on the underwriting decision :

(5) Documents, evidences and other details of action has been taken under Rule 16 other than for repudiation of claims.

(6) Show Cause Notice (SCN) issued by the Sr./Divisional manager and whether with/without forfeiture of commission :

(7) Reply of the agent to the SCN and any other compliance to the SCN:

(8) (a) Order of termination issued by the Sr./Divisional Manager :

(b) Date of receipt of the termination order by the agent:

(9) Whether the agent has gone to the court against the termination order, if so,

(a) Writ Petition filed in the Court with copies of counter affidavit filed by office

(b) Judgement of the Court.

(c) If the case is pending, the present position of the case

(d) If the judgement is against the Corporation, whether any appeal has been filed by the Corporation. If so, brief details. If no appeal has been filed then the reasons thereof.

(e) Whether the agent has gone to the consumer court. If so, details as above.

(10) Appeal submitted to the Appellate Authority and whether it is within the time limit prescribed. If not, the reasons thereof. Whether request for condoning the delay has been made.

90
105

(15) Role of the Development Officer and action taken against him:

(16) Role of the Medical Examiner/s and action taken against him/them with date/s of final action. If no action was taken, the reasons thereof.

(17) Nature and behaviour of the agent in general towards policyholders, agents, Medical Examiners etc. and action taken against him (include also warnings issued for bad lives, etc. and enclose copies.

E. Recommendations of the Sr. Divisional Manager:

F. Any other material information:

Sr. Divisional Manager

Copy

91

From ,

10/02/2014

Vijay Agarwal
Ex-Agent 97633411/D
Divine Bliss Flat 4D (N)
2/3 Judges Court Road
Kolkata - 700027.



Branch Manager,
Life Insurance Corporation of India (Salt Lake Branch)
CF- 335 Salt Lake City
Kolkata - 700064.

Re - Format For Tendering Appeal.

Ref - Your Letter SLBO/BM/Appeal Format Dt 31/01/2014

Dear Sir,

On being aggrieved by the order dated 30.09.2013 passed by the Divisional Manager (In-Charge) (Disciplinary Authority) Life Insurance Corporation Of India (K.S.D.O.) , I preferred an appeal with its Zonal Managers Office (Eastern Zone) on 30.12.2013, under Rule 20 read with Schedule VII of the Life Insurance Corporation of India Agents Regulation Act 1972.

On 03.02.2014, I received your letter dated 30.01.2014 (hereinafter referred to as the said letter), the contents of the same are surprising and shocking. In the said letter, instead of fixing a date of hearing of the appeal by the Zonal Managers Office, you have requested me to tender another appeal by submitting duly filled-up 4 page form (enclosed to the said letter) .

It is relevant to mention that the Life Insurance Corporation of India Agents Regulation Act, 1972 clearly states that an appeal against the order of the Divisional Manager has to be addressed to the Zonal Manager (Office). Further, there is no format prescribed under the said Act.

Further, the said letter is in itself very confusing where I (Agent) have been asked for tendering appeal by filling the enclosed 4 page form , a copy whereof is annexed hereto and marked as Annexure - A. While going through the form, I feel that the same is the internal communication between you and your seniors and the same needs to be filled by the office of the Senior Divisional Manager (KSDO) as per the queries asked in all the pages, especially at page 4 of the form, it requires the signature of the Senior Divisional Manager.

Since, Rule 20 read with Schedule VII of the Life Insurance Corporation of India Agents Regulation Act, 1972 clearly indicates that an appeal against the order of the Divisional Manager lies to the Zonal Manager, you are requested to kindly treat my appeal dated 28.12.2013 addressed to the Zonal Manager in accordance with law and take steps for fixing a date for hearing of the appeal, at earliest.

Thanking You,

Yours Faithfully,



VIJAY AGARWAL

(AGENT CODE NO-97633411/D)

End : As stated above

C.C

1). Zonal Manager,

Life Insurance Corporation of India,

Eastern Zonal Office

C.R. Avenue .

Kolkata .

2). Divisional Manager (In-Charge)

Disciplinary Authority

Life Insurance Corporation of India (K.S.D.O.)

DD 5 Salt Lake City

Kolkata .

Copy

93

From

Vijay Agarwal

02/04/2014

Divine Bliss Flat

Flat- 4 D Fourth Floor

2/3 Judges Court Road

Kolkata - 700027

The Zonal Manager,

Life Insurance Corporation Of India.

Eastern Zonal Office .

C R Avenue .

Kolkata.

Dear Sir,

I am enclosing herewith Copy of the order dated 26/03/2014 passed by the Honble Justice Dipankar Datta in W.P.No.9475(W)of 2014 for your record as well as for your perusal.

You are requested to comply the order dt.25/03/2014 at earliest.

Thanking You,


Yours Faithfully,



94

3.14
C. W. P. No. 9475 (W) OF 2014

Shri. Agarwal
Life Insurance Corporation & Ors.

Mr. Sakya Sen
Mr. Moti Sagar Tiwari

For the Petitioner.
Mr. Soumya Majumder
Mr. Subhankar Chakraborty
Mr. Koushik Guha.
For the Respondents
Nos. 4, 5 & 6.

I have heard learned advocates for the parties and considering the nature of grievance raised by the petitioner (he is aggrieved because his appeal against the order of termination of agency has not been considered and disposed of by the appellate authority, respondent no.4), I find no reason to keep the writ petition pending.

The writ petition stands disposed of with a direction upon the appellate authority to dispose of the appeal filed by the petitioner on 30th December, 2014 in accordance with law as early as possible, preferably within two months from the date of receipt of a copy of this order.

Needless to observe, if the appeal is rejected, the order must have the support of reasons. On the other hand if the appeal succeeds, the appellate authority shall proceed to grant such relief to the petitioner as is warranted on facts and in the circumstances of the case.

There shall be no order as to costs.

Urgent photostat certified copy of this order, if applied for, to be furnished expeditiously.

(Sd/- Dipankar Datta, J.)

43 Just Grand Court
10111111 - June 27 95
16474

My Attorney
10111111
10111111

In response to your notice of 5/4/14, I am
willing to deny together with my advocates for attending
the hearing convened by you. To my surprise I am
being told that my Advocates would not be allowed
to participate in the hearing.

Please kindly appreciate that the order imposed
is a very ~~dated~~ ^{long} order, containing detailed
which I have challenged on various issues of
law in fact. Unless I am allowed to take assistance
of the advocates, I will not be in a position to
address the questions of law involved in the appeal
as according to me the imposed order proceeds
on erroneous principles of law of evidence, parti-
cularly when reliance in the imposed order has been
placed upon the Report of Handwriting expert.
In the same there is no provision in the Psychiatric
to bar the agent from taking assistance of the
advocates for in the hearing of the appeal preferred
by him.

In the contrary Regulation 23 provides that
Appellant shall be given reasonable opportunity
of representing his case.

In view of issues of law & fact involved it is
necessary that I be given permission to take
assistance of advocates which would be result
in reasonable opportunity afforded to me.

Denial of such permission would be in contraven-
tion of Regulation 23.

I have also apprehend that appeal in the last
resort for me to obtain justice and without
given full opportunity to articulate all points
through assistance of advocates, I would suffer
extreme prejudice.

Thanking You,

Yours faithfully,
Pray Agang

Received
J.B.

AS (MS)
16/4/74
1755

Asst. Secretary (Mktg.)
L.I.C.I., E20
Kolkata-71

7/3 Judges Court Rd.

Calimata. 27

16.4.14. 12.05. Am.

97

1.0.14.
Vijay Gopal

The Regional Managers

14/5.20.

Calicut.

Dear Sir,

This is Ref to my representation for seeking
Hastetone of an Advocate for hearing of
an appeal convened by you..

Immediately on being informed by you that I will
not be allowed assistance of advocates,

I came out of the hearing room and have

written a representation to submit to you
at the time of hearing of the appeal. When I
again went to your chamber to submit such

representation, I was told that representation
may be submitted to, Mr. D.K. Dinda Asst Sec (mktg).

Having no choice my written representation has
been accepted by Mr. D.K. Dinda but the same
has not reached you as of now.

I am also not been allowed to go to your
chambers to meet you in ^{with you} this connection ^{and}
submitting the representation.

Accordingly it is my impression that no hearing
has been held today. I request you to consider

representation sympathetically and allow me
assistance of advocate in the best de-
termined may be communicated to me.

also place on record that both my
advocates are present today and ~~am~~/was
ready to proceed with the hearing.

Thanking you

Yours faithfully,
Prasanna Kumar

Prasanna Kumar
[Signature]
AS (04)
12/1/2018



From:
Vijay Agarwal,
Divine Bliss Flat 4D(N)
2/3, Judges Court Road,
Kolkata 700027.

Date 22nd April, 2014

To
The Zonal Manager,
Life Insurance Corporation of India,
Eastern Zone Office,
Kolkata.

*Re: Appeal Hearing scheduled on 16th April, 2014 at 11.30 a.m
(Vijay Agarwal vs Life Insurance Corporation of India)*

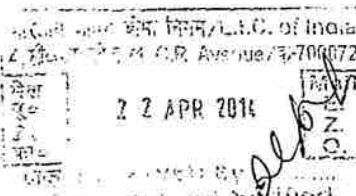
*Sub: Non-reply to my 2 nos. of representations both dated 16th April, 2014 sent to
you in connection to Appeal Hearing.*

Dear Sir,

Please take note that in connection to an appeal preferred by me against the final Order dated 30th September 2013 passed by the Divisional Manager, (In-Charge) (Disciplinary Authority), your good office by a letter dated 5th April 2014, informed me that date has been fixed on 16th April, 2014 at 11.30 a.m. for hearing. In accordance thereto, I alongwith my Advocates authorized to represent me in the appeal hearing appeared for hearing on the abovementioned date.

Before the commencement of hearing, I was surprised and taken aback on being informed that my Advocates won't be allowed to participate and represent me in the hearing before competent authority.

Having no other alternative, I immediately made a representation recording interalia, that I being a bonafide insurance agent and not having sufficient knowledge of law and would like to present my matter through my Learned Advocates as the impugned order suffers from gross errors of law and hearing would involve issues of law and facts. When I went to serve the letter before the competent official, I was denied entry and finding no other alternative I served the letter dated 16th April, 2014 to your officer Mr. D.K.Dinda Asst. Secy (Mktg) and the same was duly received by your office by endorsing receipt over the same.



I wrote a further and second representation to your concerned competent authority on the same day i.e. 16th April, 2014 which was subsequently received by your officer, namely D.K. Dinda Asst. Secy (Mktg), where I indicated in detail the facts and that I was not being allowed to enter the chamber of your concerned officer for submission of my first representation, praying for allowing me to be represented through Advocate. After submission of the aforesaid two representations, I came back upon being told that no hearing will be held on that date. Copies of both representations are enclosed here with.

A period of 6 days has elapsed since you have been in receipt of my representations, but till date I find no reply from your end. My prayer for being represented in the appeal has not yet been disposed off.

Please let me know at an earliest as to the next date of hearing to be fixed by you, wherein I shall be represented through my Learned Advocates duly authorized by me to represent me in the present proceedings.

Be it further noted that, I have followed regulation 23 of Life Insurance Corporation of India (Agents) Regulations, 1972 which clearly stipulated

"where an appellant is in receipt of an appeal under this regulations, the appellate authority shall consider of the circumstances of the case and pass such order as it deem fit.

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

In the abovementioned circumstances, you are obliged to grant me sufficient opportunity of representing my case before the competent appellate authority for against my reliefs prayed for by me and in such hearing I shall have all right to be represented through my Learned Advocates at the time of hearing. Denial of my right being afforded adequate opportunity of representing my case and granting adequate opportunity of hearing will result to violation of the rights guaranteed to me under the Law of the Land and the same shall amount to gross violation of natural justice.


101

Under above mentioned circumstances, kindly make arrangements and a date be fixed for hearing of the appeal and the same be intimated to me well in advance so that I can present being represented by my Advocates as I am being severe prejudiced and immensely jeopardized by the impugned Order dated 30th September, 2013 passed arbitrarily and without assigning any reasons and without considering the materials on record in a completely biased manner by the Divisional Manager, (In- Charge), Disciplinary Authority and particularly on the ground of the same being in violation of the principals of evidence.

I look forward, to hear from your end at your earliest within a reasonable period of time, failing which I shall have no other alternative but to take recourse to steps in accordance with law.

Thanking You,

Yours Faithfully,


(Vijay Agarwal)

Copy to:

To
The Regional Manager,
Life Insurance Corporation of India,
Eastern Zone Office, Kolkata.

Encl: As above.

26/2014

Outlook.com - llicvijay@hotmail.com

102

From: ez_marketing

Sent: Monday, May 26, 2014 1:20 PM

To: sdm.kolkata-sub

Cc: mm.kolkata-sub

Subject: FW: Reasoned order by the Appellate authority in the matter of an appeal by Sri. V.Agarwal.

Respected Sir,

Enclosed, herewith the Speaking Order in connection with the Appeal Of the Ex- Agent Sri Vijay Agarwal Code No- 97633411 Of Salt Lake Branch under your jurisdiction.

Kindly make arrangement for sending the mail to Sri Agarwal in his e-mail positively today with proper acknowledgement i. e "Read Report". Also kindly send us the said read report today itself without fail as instructed by the Competent Authority. The said order should be communicated today itself as per Court Order which may kindly be noted.

Hence please, treat the matter as most urgent and do the needful as instructed by the Competent Authority.

कृपया संलग्नक को डाउनलोड करें ।

Kindly download the attachment.

धन्यवाद के साथ

Thanks & regards

सचिव (विपणन)

Secretary (Mktg.)



104

PURSUANT TO THE HON'BLE CALCUTTA HIGH COURT ORDER DATED 26.03.2014
PASSED IN CONNECTION WITH W.P. NO. 9475 (W) OF 2014

PROCEEDINGS UNDER REGULATION 23 OF THE LIFE INSURANCE
CORPORATION OF INDIA (AGENTS) REGULATIONS, 1972

AND

IN THE MATTER OF SRI VIJAY AGARWAL, (TERMINATED AGENT) OF SALT
LAKE BRANCH OFFICE UNDER KSDO BEARING CODE NO. 97633411

AND

IN THE MATTER OF AN APPEAL DATED 28.12.2013 SUBMITTED AGAINST
THE ORDER DATED 30.09.2013 PASSED BY THE DISCIPLINARY AUTHORITY

WHEREAS on going through the Appeal dated 28.12.2013 as above vis-a-vis
Order of the Disciplinary Authority dated 30.09.2013 and Show Cause Notice dated
20.12.2006 together with the relevant records, I find the allegations, steps followed and
decision arrived at are as under:

(1) WHEREAS, Sri Vijay Agarwal, ex-Agent, Agency Code No. 97633411
(hereinafter referred as "Appellant") previously attached to LIC of India, Salt Lake
Branch, Kolkata Suburban Divisional Office introduced 6 (six) Proposals on the life of
Sri Prasenjit Das, who also incidentally was an Agent of LIC under Baranagar Branch
for a total Sum Assured of Rs. 15,05,000/-. All the said six Proposals were registered on
16.04.2004 and completed against a Proposal deposit made by one Shri R.L.Gupta vide
BOC No. 11657 dated 13.02.2004 and no deposit was made by said Prasenjit Das. The
Proposals as aforesaid were resulted into Policies bearing No. 423881681, 423881682,
423881683, 423881684, 423881685 & 423881686 for Sum Assured of
Rs.1,01,000, Rs.1,01,000, Rs.1,01,000, Rs.1,01,000, Rs.1,01,000, Rs.10,00,000
respectively. All those Proposals though dated 25.03.2004 were actually completed on or
after 16.04.2004 i.e. the date of Registration.

Eastern Zonal Office, "Hindusthan Building", 4, Chittaranjan Avenue, Kolkata-700072
Tele (033) 2212-7500(8 lines), 2212-9299 Fax : (033) 2212-4629, 2212-4799

Thereafter, the Office was intimated that the life assured namely Sri Prasenjit Das died on 10.04.2004 as a result of an accident and the claim for payment of death benefit was lodged purportedly on behalf of the nominee. While dealing with the claim, it became apparent that the Proposals were arranged to have been submitted after the death of the life assured for siphoning a huge amount by way of death claim in the name of a distant cousin – Biswajit Das (named Nominee). On inquiry, the Office came to learn that the father (or for that matter the two sisters) was not aware of any such Policy having been taken out by the deceased, who are expected to be the natural beneficiaries in so far as the basic principle of 'insurable interest' is concerned. Having aroused the suspicion, the matter attracted vigilance angle and a reference was made to Government Examiner of Questioned Documents, Directorate of Forensic Sciences, Ministry of Home Affairs, Government of India (GEQD) with a view to ascertain if in fact Sri Prasenjit Das completed / signed the Proposals papers himself. And from the opinion of the GEQD it became clear that the Proposal papers were not signed by Late Prasenjit Das. There was also no reasoned ground apparent on the face of records for which Late Prasenjit Das could be expected to have parted away with the credit of New Business to some other Agent, and that too of such a volume, depriving himself as well as his near and dear ones, of the financial benefit including the commission receivable under the Policies in all days to come.

Keeping in-view the above, a Show Cause Notice enumerating the allegations was issued to Sri Vijay Agarwal on 20.12.2006. In reply to that while Sri Agarwal not only failed to come out with any plausible explanation or evidence to prove his innocence but also went to the extent of **pleading for pardon for his mistake / negligence vide his letter dated 27.12.2006**. Thereafter, on being satisfied about the fraudulent act of Sri Vijay Agarwal, the Divisional Manager passed the final order on 10.03.2007 imposing the penalty of Termination of Agency with forfeiture of renewal commission under Rule 16(1) (a) & (b) and under Rule 19(1) read with Rule 10 (6) of LIC of India (Agents) Rules, 1972.



(2) AND WHEREAS, the aforesaid Order dated 10.03.2007 was carried in appeal by Sri V. Agarwal before the undersigned. But as there was no worthy material found in his prayer to absolve him of the guilt, it was turned down. Following to that, Sri Agarwal preferred a Memorial before the Chairman by way of representation on 29.06.2008, as provided under LIC of India (Agents) Regulations, 1972 and on having considered the matter thoroughly, the Chairman rejected the Memorial by his speaking order dated 12.08.2009.

(3) AND WHEREAS, the entire proceedings as above was challenged by Sri Agarwal by filing a Writ Petition No. 12898 (W) of 2012 before the Hon'ble High Court at Calcutta on 21.06.2012. And on considering the case in detail, Hon'ble Justice Dipankar Datta disposed of the Petition on 18.03.2013 by setting aside the orders as mentioned above due to procedural infirmity and directed as under:

"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."



(4) AND WHEREAS . in pursuance of the Hon'ble High Court directives as above, the Disciplinary Authority provided copies of all the documents to him which were relied upon while arriving at the decision imposing the penalty. Sri V. Agarwal vide his letters dated 16.05.2013 & 03.06.2013 acknowledged receipt of the same and intimated that he reserved the right to produce oral and documentary evidence in support of his defense in course of personal hearing. Thereafter, as per his letter dated 25.06.2013 . additional documents as asked for were supplied to him under cover of letter dated 18.07.2013. Having received the same, Sri Agarwal vide his letter dated 26.07.2013 informed that he needs to cross-examine the employees, officers, medical examiner, investigating officer connected with the matter and demanded that all of them be produced positively on 05/08/2013 i.e., the day fixed for personal hearing. It was , however in course of hearing on 05.08.2013 , pointed out to Sri Agarwal by the Disciplinary Authority that there was neither any direction of the Hon'ble High Court for examination or cross examination nor was it the forum for doing so and he was requested to come out with his submission together with evidence in his support . But instead of furnishing anything concrete, he simply insisted upon the need for examining those persons. This proceeding stands recorded and also signed by Sri Vijay Agarwal himself.

(5) AND WHEREAS, aggrieved by the expression of difficulty to produce witnesses by the Disciplinary Authority at his behest, Sri V. Agarwal filed another Writ Petition (No. 24905 (W) of 2013) with Hon'ble High Court at Calcutta. Disposing the Writ on 27.08.2013, Hon'ble Justice Sanjib Banerjee observed, inter alia, the following :

"The petitioner informed the authority conducting the inquiry or the disciplinary proceedings by a letter dated July 26, 2013 that the petitioner desired to cross-examine 'some of the employees of Life Insurance Corporation of India and the doctors...' The petitioner harbours the impression that it is the obligation of the authority conducting the enquiry to ensure the presence of the relevant employees of the Corporation or the concerned medical practitioner to afford the petitioner a chance to cross-examine them.



In support of the petitioner's contention, reliance has been placed on the judgments reported at 1979(1) All ER 209 and 1982 (1) All ER 646 for the proposition that the prosecution cannot suppress any material fact or key witness if it is within the special knowledge of the prosecution that the fact or the witness may demolish the prosecution case, The principle is too well-known to be doubted.

In course of any enquiry to assess whether the agent is guilty of the impropriety complained of, the authority conducting the enquiry should ensure a fair procedure that would allow the agent a chance to rebut the charges or disprove the same. Towards such end, the authority has to facilitate the petitioner calling any witness for such purpose, as long as the authority is satisfied that the petitioner is not attempting to delay the process by calling irrelevant witnesses, But the authority would be no obligation to ensure the presence of any witness or furnish the names of the employees who may have been involved in processing the relevant policy. It would be for the petitioner to discover such facts as would enable the petitioner to rebut the charges.

The petitioner does not refer to any material or fact for the application of the principle recognised in the reported judgments.

WP No. 24905 (W) of 2013 is disposed of by observing that the authority conducting the enquiry will allow the petitioner to call any witness as long as the evidence is relevant to the issues that arise in the proceedings, but the authority will not be obliged to furnish the names of any employee of the Corporation or summon such employees or any other person for the purpose of the petitioner cross-examining them.



It will be open to the petitioner to forward a copy of this order immediately to the appropriate authority conducting the enquiry for the authority to consider whether the hearing is to be reopened to afford the petitioner an opportunity to present the petitioner's evidence. There will be no order as to costs."

(6) AND WHEREAS, in utmost deference to aforesaid Order dated 27.08.2013, Sri V. Agarwal was again given the scope to be present personally with witnesses on 27.09.2013. Accordingly, on the date, the hearing was held at 3 p.m. In course of hearing, Sri Agarwal could produce no witness to disprove the allegations and instead submitted four papers only as under:

- (i) One letter dated 21.09.2013 from Prof, C.R. Ghose
- (ii) One letter from Dr. Alope Chaudury dated 21.09.2013
- (iii) A copy of the Proposal Review Slip dated 16.04.2004 and
- (iv) One copy of opinion of document examiner, Sri Purusuttom Chatterjee dated 28.05.2013

The above also stands recorded in the Minutes dated 27.09.2013 against the signature of Sri Vijay Agarwal.

(7) AND WHEREAS , consequent thereupon, the Disciplinary Authority considered the matter in its entirety afresh – evaluated the allegations vis-a-vis evidences allowing the delinquent sufficient scope to defend himself for upholding the principle of natural justice – arrived at the conclusion of imposition of the penalty of Termination of Agency with forfeiture of renewal commission under Rules 16(1)(a) and (b) as also under Rule 19(1) read with Rule 10(6) of LIC of India (Agents) Rules, 1972 vide Final Order dated 30.09.2013.



(8) AND WHEREAS, again unhappy with the said exercise, Sri Vijay Agarwal preferred this Appeal before the undersigned.

(9) AND WHEREAS, while his appeal has been under consideration, Sri V. Agarwal invoked the jurisdiction of Hon'ble High Court once again and filed the W.P. No. 9475 (W) of 2014. The said Writ Petition was disposed of by Hon'ble Justice Dipankar Datta on 26.03.2014 with the direction to dispose of the appeal filed by the petitioner in accordance with law as early as possible preferably within two months from the date of receipt of a copy of the Order.

(10) AND WHEREAS, keeping in view the above Order of Hon'ble High Court, it was decided by the undersigned (being the Appellate Authority) to grant one more scope of personal hearing before a senior official to record his version. But on the day fixed i.e., on 16.04.2014, Sri Vijay Agarwal turned up with two Advocates to represent him instead. But the process being a part of domestic enquiry, as it was politely declined, he turned furious and refused to submit his version himself. His conduct was also found to be disrespectful and language was also not proper offending the provision as envisaged under sub-rule (3) of Rule 20 dealing with the process of Appeals as contained in LIC of India (Agents) Regulations, 1972.

(11) NOW THAT, having considered all the above and going through the records meticulously, I find that the Disciplinary Authority elaborately discussed all the aspects, assessed the gravity of the alleged offense, evaluated the evidences and after due application of mind arrived at his conclusion. He also afforded enough opportunity to Sri Vijay Agarwal to defend himself and prove his innocence. But Sri Agarwal failed to refute the allegations by producing any witness or by submitting any cogent document.



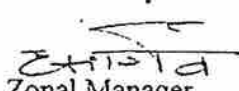
And on going through the facts and circumstances. I am also led to hold that there was no plausible ground for which Late Prasenjit Das could have submitted half a dozen Proposal and that too for huge Sum Assured through the Agency of Sri Vijay Agarwal to the detriment of his own interest and benefits. There is also no acceptable explanation for which Late Prosenjit Das did not pay any premium himself and all the Proposals were adjusted against the amount deposited by a third party. Also no reasoning could be offered for which Late Prosenjit Das named a cousin as beneficiary under the Policies even though his father and two sisters are alive and very much dependent upon him.

And also on carefully examining the matter in the above angle, as also on perusing all the submissions of Sri Vijay Agarwal, I am of the view that through a deceitful machination, Sri Vijay Agarwal attempted to defraud the Corporation as none but himself was involved in the entire transaction which was carried out with his active ploy.

And, since in spite of getting repeated opportunities to defend himself, Sri Vijay Agarwal failed to rebut the allegations and prove his innocence, I concur with the conclusion of the Disciplinary Authority as contained in its order dated 30.09.2013 and as the guilt of the delinquent Agent is grave enough, I find, the penalty imposed is also just, proper and proportionate. Moreover, as there exists no extenuating circumstance either, I do not find any legitimate ground which warrants interference with the Order dated 30.09.2013 passed by the Disciplinary Authority.

Hence, the Appeal dated 28.12.2013 submitted by Sri Vijay Agarwal is hereby rejected.

Dated at Camp: Mumbai, the 21st-May, 2014.


Zonal Manager

(Appellate Authority)

Eastern Zonal Office, "Hindusthan Building", 4, Chittaranjan Avenue, Kolkata-700072
Tele (033) 2212-7500(8 lines), 2212-9299 Fax : (033) 2212-4629, 2212-4799

112

CI. 2120

August 16, 2016

W.P. 18354 (W) of 2014

Mr. Sakya Sen, Mr. Biswanath Chatterjee, Mr. S. K. Tiwari, ...for the petitioner.

Mr. Aasif Hussain, ...for the respondents.

Order dated May 21, 2014 passed by the Zonal Manager, Eastern Zone, Life Insurance Corporation of India, being the appellate authority, affirming order dated September 30, 2013 passed by the Divisional Manager (in charge) being the disciplinary authority has been assailed in this writ petition. Mr. Sakya Sen, learned advocate appearing on behalf of the petitioner, submits that his client had not been given an effective opportunity of hearing before the appellate authority. His client had prayed for legal representation which was illegally turned down and the appellate authority arbitrarily upheld the order of termination of his agency passed by the disciplinary authority. The learned lawyer appearing on behalf of the respondents submits that under the relevant rules there is no provision to extend the right of legal representation to the petitioner. He also submits that adequate opportunity was given to him to canvass his arguments before the appellate authority. I have considered the materials on record. Although I am not convinced with the submission of Mr. Sen that the petitioner had a right of legal representation before the appellate authority, I am of the opinion that another opportunity of hearing ought to be given to the petitioner inasmuch as the latter being overwhelmed by the rejection of his right of legal representation could not effectively prepare himself for the hearing of the appeal. It is the law that hearing before a quasi judicial tribunal ought to be an effective one and therefore the prayer for adjournment of such hearing on the face of denial of the plea for legal representation ought to have been granted so as to enable a lay person to prepare himself and effectively assist the tribunal in the course of the hearing of the appeal. Under such circumstances, I direct that the impugned order of termination of agency of the petitioner shall be kept in abeyance for a period of six weeks from date within which period the petitioner shall be given an opportunity

of personal hearing by the respondent no. 4 and upon considering his oral submissions including the written submissions, if any, the respondent no. 4 shall pass a reasoned order in the appeal filed by the petitioner. In the event, the petitioner fails to appear before the respondent no. 4 on the date fixed for such hearing, it shall be open to the respondent no. 4 to close hearing of the appeal and the impugned order shall stand revived. With the aforesaid directions, the writ petition is disposed of. Since no affidavit in opposition has been called for, the allegations made in the writ application are deemed to have been not admitted by the respondents. There will be no order as to costs.

(Joymalya Bagchi, J.)

T



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Marketing Department, Eastern Zonal Office, 4 C.R. Avenue, Kolkata – 700 072

Tel. No. 033-2212-9285, 033-2212-6482, 033-2212-4956 Fax No. 033-2212-4914,

E-mail ID ez_marketing@licindia.com

EZO/Mktg.

21.09.2016

Sri Vijay Agarwal
2/3, Judges Court Road
Divine Bliss
Flat No. 4D/N
Kolkata – 700027

MOST URGENT

Dear Sir,

Re: W.P. No. 18354 (W) of 2014, High Court, Calcutta - Personal Hearing

Pursuant to Order (dated 16.8.2016) of the Hon'ble High Court, Calcutta you are requested to present yourself for a 'personal hearing' before the Zonal Manager on **27.09.2016** at 10.00 a.m. in the Board Room of Life Insurance Corporation of India, Eastern Zonal Office, 3rd Floor, Hindusthan Buildings, 4, C.R. Ave., Kolkata – 700072.

Thanking you,

Yours faithfully,


REGIONAL MANAGER (MKTG.)

Minutes of the personal hearing of Shri Vijay Agarwal, Ex-Agent of Salt Lake Branch under KSDO with Zonal Manager of Eastern Zone Shri K.S. Nagnyal in terms of Hon'ble Court Order dated 16th August, 2016 against W.P. 18354 (W) of 2014.

Venue:- Board Room, Eastern Zonal Office, Kolkata-72

Date : - 27/09/2016

Witness :- (1) Shri M. Chakrabarty, Secretary (Marketing) &
(2) Shri S. Ghosh, Admn. Officer (Marketing) for noting deliberations.

As per court order personal hearing of Shri Vijay Agarwal started sharp at 10-10 AM in the venue mentioned above. In his deliberation he contended as follows:-

(1) that all the points raised by LIC against him was replied by him but decisions of LIC is not to the point. My points were not heard. Same order is given. You are telling that signature is not tallying. Your hand writing expert and my hand writing expert is differing in respect of signature. My hand writing expert is also empanelled in High Court. LIC had not summoned any hand writing expert in this case.

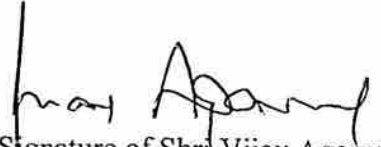
(2) that basically it was correct that no deposit was made by the assured and the policy was adjusted from the BOC deposit of others, which was verified by LIC and adjusted against the policies without any objection.

(3) that it could be verified from BOC slip that the policy was accepted on 31/03/2004. He informed that three doctors attached with Medilink examined the life assured in person and life assured signed in their presence. Dr. Alok Kumar Chowdhury physically tested Shri Prasenjit Das and he signed in my presence. All the declarations of the Doctors admitting the above facts are enclosed.

(4) that all the six policies were registered on 31/03/2004 as per the Review Slip and had been accepted on 31/03/2004 as per Premium Receipt issued.

(5) that he himself pleaded that he is not guilty, but if he is found guilty then the Competent Authority of LIC may pass an order accordingly. He also told that in his agency career, LIC repudiated total three policies – one repudiated, one repudiated but party got payment afterwards and another is present case.

Besides personal hearing in oral which have been mentioned above he also submitted written statement comprising 47 pages along with its enclosures mentioning various contention there on.


Signature of Shri Vijay Agarwal
27/9/16.
12:45 P.m.


Signature of Zonal Manager
27/9



PURSUANT TO THE HON'BLE CALCUTTA HIGH COURT ORDER
DATED 16.08.2016 PASSED IN CONNECTION WITH W.P 18354(W) OF 2014

PROCEEDINGS UNDER REGULATION 23 OF THE LIFE INSURANCE
CORPORATION OF INDIA (AGENTS) REGULATIONS, 1972

AND

IN THE MATTER OF SRI VIJAY AGARWAL(TERMINATED AGENT) OF
SALT LAKE BRANCH OFFICE UNDER KSDO BEARING CODE NO 97633411

AND

IN THE MATTER OF AN APPEAL DATED 28.12.2013 SUBMITTED AGAINST
THE ORDER DATED 30.09.2013 PASSED BY THE DISCIPLINARY AUTHORITY

AND

IN THE MATTER OF THE ORDER DATED 21ST MAY, 2014 PASSED BY
THE ZONALMANAGER, EASTERN ZONE, LIFE INSURANCE CORPORATION OF
INDIA BEING THE APPELLATE AUTHORITY.

Whereas on going through the appeal dated 28.12.2013 and vis-a vis the
order of the Disciplinary Authority dated 30.09.2013 together with the
relevant records , I arrived at the decision as under on 21.05.2014:

"(1) WHEREAS, Sri Vijay Agarwal, ex-Agent, Agency Code No. 97633411
(hereinafter referred as "Appellant") previously attached to LIC of India, Salt
Lake Branch, Kolkata Subarban Divisional Office introduced 6 (six) Proposals
on the life of Sri Prasenjit Das, who also incidentally was an Agent of LICI
under Baranagar Branch for a total Sum Assured of Rs. 15,05,000/-. All the
said six Proposals were registered on 16.04.2004 and completed against a
Proposal deposit made by one Shri R.L.Gupta vide BOC No. 11657 dated
13.02.2004 and no deposit was made by said Prasenjit Das. The Proposals
as aforesaid were resulted into Policies bearing No. 423881681, 423881682,
423881683, 423881684, 423881685 & 423881686 for Sum Assured of Rs
1,01,000, Rs 1,01,000, Rs1,01,000. Rs 1,01,000. Rs 1,01,000. Rs 10,00,000



respectively. All those proposals though dated 25.03.2004 were actually completed on or after 16.04.2004 i.e the date of Registration.

Thereafter, the Office was intimated that the life assured namely Sri Prasenjit Das died on 10.04.2004 as a result of an accident and the claim for payment of death benefit was lodged purportedly on behalf of the nominee. While dealing with the claim, it became apparent that the Proposals were arranged to have been submitted after the death of the life assured for siphoning a huge amount by way of death claim in the name of a distant cousin - Biswajit Das (named Nominee). On inquiry, the Office came to learn that the father (or for that matter the two sisters) was not aware of any such Policy having been taken out by the deceased, who are expected to be the natural beneficiaries in so far as the basic principle of 'insurable interest' is concerned. Having aroused the suspicion, the matter attracted vigilance angle and a reference was made to Government Examiner of Questioned Documents, Directorate of Forensic Sciences, Ministry of Home Affairs, Government of India (GEQD) with a view to ascertain if in fact Sri Prasenjit Das completed / signed the Proposals papers himself. And from the opinion of the GEQD it became clear that the Proposal papers were not signed by Late Prasenjit Das. There was also no reasoned ground apparent on the face of records for which Late Prasenjit Das could be expected to have parted away with the credit of New Business to some other Agent, and that too of such a volume, depriving himself as well as his near and dear ones, of the financial benefit including the commission receivable under the Policies in all days to come.

Keeping in view the above, a Show Cause Notice enumerating the allegations was issued to Sri Vijay Agarwal on 20.12.2006. In reply to that while Sri Agarwal not only failed to come out with any plausible explanation or evidence to prove his innocence but also went to the extent of **pleading for pardon for his mistake / negligence vide his letter dated 27.12.2006**. Thereafter, on being satisfied about the fraudulent act of Sri Vijay Agarwal, the Divisional Manager passed the final order on 10.03.2007 imposing the penalty of Termination of Agency with forfeiture of renewal commission under Rule 16(1) (a) & (b) and under Rule 19(1) read with Rule 10 (6) of LIC of India (Agents) Rules, 1972.

(2) AND WHEREAS, the aforesaid Order dated 10.03.2007 was carried in appeal by Sri V. Agarwal before the undersigned. But as there was no worthy material found in his prayer to absolve him of the guilt, it was turned down. Following to that, Sri Agarwal preferred a Memorial before the Chairman by way of representation on 29.06.2008, as provided under LIC of India

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To



(Agents) Regulations, 1972 and on having considered the matter thoroughly, the Chairman rejected the Memorial by his speaking order dated 12.08.2009.

(3) AND WHEREAS, the entire proceedings as above was challenged by Sri Agarwal by filing a Writ Petition No. 12898 (W) of 2012 before the Hon'ble High Court at Calcutta on 21.06.2012. And on considering the case in detail, Hon'ble Justice Dipankar Datta disposed of the Petition on 18.03.2013 by setting aside the orders as mentioned above due to procedural infirmity and directed as under:

"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."

(4) AND WHEREAS, in pursuance of the Hon'ble High Court directives as above, the Disciplinary Authority provided copies of all the documents to him which were relied upon while arriving at the decision imposing the penalty. Sri V. Agarwal vide his letters dated 16.05.2013 & 03.06.2013 acknowledged receipt of the same and intimated that he reserved the right to produce oral and documentary evidence in support of his defense in course of personal hearing. Thereafter, as per his letter dated 25.06.2013, additional documents as asked for were supplied to him under cover of letter dated 18.07.2013. Having received the same, Sri Agarwal vide his letter dated 26.07.2013 informed that he needs to cross-examine the employees, officers, medical examiner, investigating officer connected with the matter and demanded that all of them be produced positively on 05/08/2013 i.e., the day fixed for personal hearing. It was, however in course of hearing on 05.08.2013, pointed out to Sri Agarwal by the Disciplinary Authority that

पू.सं.जी.सी.आर. विभाग, हिन्दुस्तान लिमिटेड, 8, चिदंबरम एरिडिज, कोलकाता-700 054
दूरभाष : 2212-7500 (8 लाईन), फ़ैक्स : (033) 2212-8291, 2212-8922
ई-मेल : 2212-7500 (8 लाईन), वेबसाइट : (033) 2212-4971, 2212-4789



there was neither any direction of the Hon'ble High Court for examination or cross examination nor was it the forum for doing so and he was requested to come out with his submission together with evidence in his support . But instead of furnishing anything concrete, he simply insisted upon the need for examining those persons. This proceeding stands recorded and also signed by Sri Vijay Agarwal himself.

(5) AND WHEREAS, aggrieved by the expression of difficulty to produce witnesses by the Disciplinary Authority at his behest, Sri V. Agarwal filed another Writ Petition (No. 24905 (W) of 2013) with Hon'ble High Court at Calcutta. Disposing the Writ on 27.08.2013, Hon'ble Justice Sanjib Banerjee observed, inter alia, the following : **"The petitioner informed the authority conducting the inquiry or the disciplinary proceedings by a letter dated July 26, 2013 that the petitioner desired to cross-examine 'some of the employees of Life Insurance Corporation of India and the doctors...' The petitioner harbours the impression that it is the obligation of the authority conducting the enquiry to ensure the presence of the relevant employees of the Corporation or the concerned medical practitioner to afford the petitioner a chance to cross-examine them.**

In support of the petitioner's contention, reliance has been placed on the judgments reported at 1979(1) All ER 209 and 1982 (1) All ER 646 for the proposition that the prosecution cannot suppress any material fact or key witness if it is within the special knowledge of the prosecution that the fact or the witness may demolish the prosecution case, The principle is too well-known to be doubted.

In course of any enquiry to assess whether the agent is guilty of the impropriety complained of, the authority conducting the enquiry should ensure a fair procedure that would allow the agent a chance to rebut the charges or disprove the same. Towards such end, the authority has to facilitate the petitioner calling any witness for such purpose, as long as the authority is satisfied that the petitioner is not attempting to delay the process by calling irrelevant witnesses, But the authority would be no obligation to ensure the presence of any witness or furnish the names of the employees who may have been involved in processing the relevant policy. It would be for the petitioner to discover such facts as would enable the petitioner to rebut the charges.



The petitioner does not refer to any material or fact for the application of the principle recognised in the reported judgments.

WP No. 24905 (W) of 2013 is disposed of by observing that the authority conducting the enquiry will allow the petitioner to call any witness as long as the evidence is relevant to the issues that arise in the proceedings, but the authority will not be obliged to furnish the names of any employee of the Corporation or summon such employees or any other person for the purpose of the petitioner cross-examining them.

It will be open to the petitioner to forward a copy of this order immediately to the appropriate authority conducting the enquiry for the authority to consider whether the hearing is to be reopened to afford the petitioner an opportunity to present the petitioner's evidence. There will be no order as to costs."

(6) AND WHEREAS, in utmost deference to aforesaid Order dated 27.08.2013, Sri V. Agarwal was again given the scope to be present personally with witnesses on 27.09.2013. Accordingly, on the date, the hearing was held at 3 p.m. In course of hearing, Sri Agarwal could produce no witness to disprove the allegations and instead submitted four papers only as under:

(i) One letter dated 21.09.2013 from Prof, C.R. Ghose (ii) One letter from Dr. Aloke Chaudury dated 21.09.2013 (iii) A copy of the Proposal Review Slip dated 16.04.2004 and (iv) One copy of opinion of document examiner, Sri Purusuttom Chatterjee dated 28.05.2013

The above also stands recorded in the Minutes dated 27.09.2013 against the signature of Sri Vijay Agarwal.

(7) AND WHEREAS, consequent thereupon, the Disciplinary Authority considered the matter in its entirety afresh - evaluated the allegations vis-a-vis evidences allowing the delinquent sufficient scope to defend himself for upholding the principle of natural justice - arrived at the conclusion of imposition of the penalty of Termination of Agency with forfeiture of renewal commission under Rules 16(1)(a) and (b) as also under Rule 19(1) read with Rule 10(6) of LIC of India (Agents) Rules, 1972 vide Final Order dated 30.09.2013.



(8) AND WHEREAS, again unhappy with the said exercise, Sri Vijay Agarwal preferred this Appeal before the undersigned.

(9) AND WHEREAS, while his appeal has been under consideration, Sri V. Agarwal invoked the jurisdiction of Hon'ble High Court once again and filed the W.P. No. 9475 (W) of 2014. The said Writ Petition was disposed of by Hon'ble Justice Dipankar Datta on 26.03.2014 with the direction to dispose of the appeal filed by the petitioner in accordance with law as early as possible preferably within two months from the date of receipt of a copy of the Order.

(10) AND WHEREAS, keeping in view the above Order of Hon'ble High Court, it was decided by the undersigned (being the Appellate Authority) to grant one more scope of personal hearing before a senior official to record his version. But on the day fixed i.e., on 16.04.2014, Sri Vijay Agarwal turned up with two Advocates to represent him instead. But the process being a part of domestic enquiry, as it was politely declined, he turned furious and refused to submit his version himself. His conduct was also found to be disrespectful and language was also not proper offending the provision as envisaged under sub-rule (3) of Rule 20 dealing with the process of Appeals as contained in LIC of India (Agents) Regulations, 1972.

(11) NOW THAT, having considered all the above and going through the records meticulously, I find that the Disciplinary Authority elaborately discussed all the aspects, assessed the gravity of the alleged offense, evaluated the evidences and after due application of mind arrived at his conclusion. He also afforded enough opportunity to Sri Vijay Agarwal to defend himself and prove his innocence. But Sri Agarwal failed to refute the allegations by producing any witness or by submitting any cogent document.

And on going through the facts and circumstances, I am also led to hold that there was no plausible ground for which Late Prasenjit Das could have submitted half a dozen Proposal and that too for huge Sum Assured through the Agency of Sri Vijay Agarwal to the detriment of his own interest and benefits. There is also no acceptable explanation for which Late Prosenjit Das did not pay any premium himself and all the Proposals were adjusted against the amount deposited by a third party. Also no reasoning could be offered for which Late Prosenjit Das named a cousin as beneficiary under the Policies even though his father and two sisters are alive and very much dependent upon him.

R. L. Gupta's (Branch Office)
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see (D)



लिया जीवन बीमा निगम
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 LIC
 INSURANCE CORPORATION OF INDIA

And also on carefully examining the matter in the above angle, as also on perusing all the submissions of Sri Vijay Agarwal, I am of the view that through a deceitful machination, Sri Vijay Agarwal attempted to defraud the Corporation as none but himself was involved in the entire transaction which was carried out with his active play.

And, since in spite of getting repeated opportunities to defend himself, Sri Vijay Agarwal failed to rebut the allegations and prove his innocence, I concur with the conclusion of the Disciplinary Authority as contained in its order dated 30.09.2013 and as the guilt of the delinquent Agent is grave enough, I find, the penalty imposed is also just, proper and proportionate. Moreover, as there exists no extenuating circumstance either, I do not find any legitimate ground which warrants interference with the Order dated 30.09.2013 passed by the Disciplinary Authority."

Hence, the Appeal dated 28.12.2013 submitted by Sri Vijay Agarwal was rejected on 21.05.2014.

(12) AND WHEREAS aggrieved at the above order dated 21.05.2014, he again filed Writ Petition No 18354(w) of 2014 before the High Court, Calcutta, praying to allow him to be represented through his advocate in the hearing and quash/cancel the order dated 21.05.2014. The instant writ petition was heard on 16.08.2016 by the Hon'ble Justice Sri Joymalya Bagchi and he was pleased to direct as " I have considered the materials on record. Although I am not convinced with the submissions of Mr. Sen that the petitioner had a right of legal representation before the appellate authority, I am of the opinion that another opportunity of hearing ought to be given to the petitioner inasmuch as the latter being overwhelmed by the rejection of his right of legal representation could not effectively prepare himself for the hearing of the appeal.

It is trite law that hearing before a quasi judicial tribunal ought to be an effective one and therefore the prayer for adjournment of such hearing on the face of denial of the plea for legal representation ought to have been granted so as to enable a lay person to prepare himself and effectively assist the tribunal in the course of the hearing of the appeal.

Under such circumstances, I direct that the impugned order of termination of agency of the petitioner shall be kept in abeyance for a period of six weeks from date within which period the petitioner



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shall be given an opportunity of personal hearing by the respondent no. 4 and upon considering his oral submissions including the written submissions, if any, the respondent no 4 shall pass a reasoned order in the appeal filed by the petitioner."

(13) AND WHEREAS pursuant to the directive dated 16.08.2016 of the Hon'ble High Court, Calcutta passed in W.P 18354(w) of 2014, the ex-agent Sri Vijay Agarwal Code No 97633411 of Salt Lake Branch under KSDO was called for personal hearing on 27.09.2016 before the undersigned and the personal hearing was held at 10.10 AM on 27.09.2016.

NOW at the time of personal hearing the submission of Mr Agarwal in verbatim had been recorded. Further he has also submitted written statement consisting of 47 pages inclusive of enclosures. I have gone through all the points mentioned in the said submissions in its entirety. I have also retrieved the case history as well as his earlier submissions afresh to decide upon the matter but do not find any new facts brought to the notice of the undersigned by Mr. Agarwal. Also the points raised by Mr Agarwal regarding hand writing expert, it is evident that hand writing expert's services taken by LIC was from an independent Authority. Hence further opinion is this regard is unwarranted.

Under such circumstances, applying my mind independently, I concur with the conclusion of the Disciplinary Authority as contained in the order dated 30.09.2013 and uphold the same decision taken by the Disciplinary Authority.

Dated: 8th Nov. 2016. at Kolkata.


Zonal Manager

(Appellate Authority)

Before the Zonal Manager, Life Insurance Corporation of
India

An appeal under Regulation 20 of the Life Insurance
Corporation of India (Agents) Regulation, 1992

Appellant: Vijay Agarwal

The order against which the appeal is preferred	: Order dated 30th September, 2013 passed by the Divisional Manager (in Charge), Life Insurance Corporation of India
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Short notes of submission on behalf of the Appellant

The finding arrived at by the Disciplinary authority and the appellant's responses to such findings are tabulated herein below as follows:

Finding a (i) : That proposal papers for proposing insurance on life of Prosenjit

Handwritten notes:
Terms Page No 1 to 47
MS
24/10/13

Stamp:
Office of the Zonal Manager, Life Insurance Corporation of India
Kolkata-72

Das, since deceased were not signed by the life assured Prosenjit Das himself as confirmed by the report of the hand writing expert which forms the basis of contract.

Appellant's : The Disciplinary Authority could
response not have relied upon the report of the hand writing expert without the same being proved by the said expert. By and under the covering letter dated 5th March, 2013, a copy of the Opinion Report No. DXB 30/2006 of the Government Examiner & Questioned Documents, Directorate of Forensic Sciences, Ministry of Home Affairs, and Government of India was forwarded to the appellant (Annexure A Pages

19 - 24). The Government Examiner as part of his report/ opinion had forwarded the opinion no. DXB 30/2006 dated 12th July, 2006 and document stamped marked Q1 - Q26, Q19/1, A1 - A52, A-21/1 in 72 sheets and had specifically informed the Zonal Vigilance Officer, "should evidence be necessary in this case, the opinion number or this letter reference be quoted in all correspondences and the summons be got issued in the name of Smt. K. B. Jena, Assistant Government Examiner of Questioned Documents, Kolkata." The appellant crave leave to refer to the letter dated 5th March, 2013 enclosing

therewith said opinion/ Report No. DXB 30/2006. It is trite law that when any report/ opinion of an expert is being looked into by the Tribunal, first of all the said report is required to be proved as and by way of evidence and secondly the party against whom adverse finding report/ opinion has been framed in such report, such party must be given an opportunity to disprove the contents thereof by examining the author of such report/ opinion. The aforesaid position was recognised even by the author of the Report No. DXB 30/2006 since the author himself in the covering letter by which the report was

submitted expressed that summons to be issued to one of the author of the report.

The finding of the Disciplinary Authority that the proposal papers were not signed by the life assured Prasenjit Das himself in so far as the same is based on the report of the Hand Writing Expert is therefore, erroneous and contrary to the principles of evidence. Even though, Evidence Act may not strictly apply to such proceedings but when reliance is placed upon the report, the basic principle of the Evidence Act will automatically apply, particularly when the opinion of the Hand Writing Expert itself contains

such provision for proving the same by his personal evidence.

Finding a (ii) : Moreover no deposit i.e. consideration money was made in the name of the proposer Prosenjit Das (Decd) rather all the policies were adjusted against a proposal deposit vide BOC No. 11657 dated 1/02/2004 in the name of Sri R L Gupta.

Appellant's response : Though it is factually correct that no initial deposit was made by the assured and the premium towards his policy was by way of transfer from the deposit in the name of R. L. Gupta, however in so far as the LIC is concerned, they had received the full amount

towards the policy undertaken by Prasenjit Das. The appellant being the agent also of R. L. Gupta is aware and states that subsequently further deposit was made towards the policy of R. L. Gupta, so as to make up the short fall resulting on account of transfer of an amount towards the policy of Das. In any event, at the time of verification of proposal before the finally acceptance and issuance of the policy, the authorities of LIC could clearly see from the proposal review slip (Annexure B Pages 25 & 26) that the money was transferred from the deposit in the name of R. L. Gupta, i.e, the money towards

premium in respect of the proposal given by Das was paid by the way of transfer / adjustment from a different policy holder, Mr. R. L. Gupta and the same was verified on the part of L.I.C. and found to be in order and thereafter the policy was accepted and final policy issued without raising any objection that no premium has been deposited by the policy holder itself.

Therefore, the objection on the part of the LIC at a subsequent stage is wholly irrelevant, particularly when the policy had already been issued. The Disciplinary Authority thus erred in relying upon such factor as a

ground of imposing penalty upon the agent, since the policy was accepted by the L.I.C. despite being aware that the premium was paid by way of adjustment from the account of another policy holder which was not objected to by the LIC. Therefore, for such policy being issued, the agent cannot be penalised at this stage.

Finding - (b) : Life Assured Prasenjit Das died on 10th April, 2004 which was before the date of registration of the proposal i.e. 16th April, 2004, even though the proposal was dated 25th March, 2004.

Appellant's response : All the proposals resulted in the different policies being accepted

on 31st March, 2004 which would be revealed from the premium receipt issued on behalf of LIC and the said premium receipts also bear the individual policy numbers (Annexure C Pages 27 - 32). The proposal date is clearly mentioned in all the premium receipts as 31st March, 2004 and premium receipts all dated 31st March, 2004 clearly shows that the proposal for insurance as per the particulars noted in the schedule has been accepted by the Corporation on 31/03/2004. The First Premium receipts are part of Annexure "P-4" to the Writ Petition No. 18354 (W) of 2014, (Pages 81 to 85). Even in the

Policy Review Sheet, the registration date recorded therein is 31st March, 2004. A copy of the Policy Review Sheet is attached therewith (Annexure B Pages 25 & 26). The Review sheets appear to have been prepared on 16th April, 2004 but the same cannot be termed as Registration date when the registration date has been specifically mentioned as 31st March, 2004 and when the LIC has issued a premium receipt for all the policies on 31st March, 2004 as acceptance of the proposal and has already allotted the policy number on the said date as would appear from the premium receipt (Annexure C Pages 27 - 32).

13

Finding - (c) and (d): Reliance has been placed on the letter dated 7th January, 2005 issued by the Director of Medilink Healthcare Centre to show that the investigation was done on 13th April, 2004 and reports delivered on 15th April, 2004, after the death of Prasenjit Das on 10th April, 2004 and on such basis, it has been concluded that Prasenjit Das has not at all been examined as claimed by the appellant.

Appellant's : In arriving at the aforesaid
response conclusion, the Disciplinary Authority has not considered the following document: a) Medical report of the assured which has been certified by Dr. Alope Kumar

134

Chowdhury on 25th March, 2004 (Annexure D Pages 33 - 35); b) Medical Examination Confidential Report also dated 25th March, 2004 signed by Dr. Alope Kumar Chowdhury and Dr. Debjit Chatterjee (Annexure E Pages 36 & 37); c) Report dated 12th March, 2004 of Medilink Healthcare Centre Private Limited issued by Prof. C. R. Ghose (Annexure F Pages 38 - 40)

All the medical reports bear the endorsement that the assured has been examined. The appellant has also relied upon the certificates dated 21st September, 2013 issued by Dr. Alope Kumar Chowdhury and Dr. Chitta Ranjan Ghosh (Annexure

21

G Pages 41 - 44). All the Doctors who had examined the assured are empanelled doctors of LIC. None of the endorsement or signatures of empanelled Doctors of LIC was ever disputed and contradicted by LIC themselves. The letter dated 7th January, 2005 issued by the Director of Medilink Healthcare Centre Private Limited is of no help to LIC since the Doctor who has signed on the report does not personally draw the blood sample from the patient. The Pathological report of Medilink Healthcare Centre Private Limited dated 12th March, 2004 (Page 38 - 40) shows the collection date and report date both as 12th March, 2004 and

therefore, the subsequent letter dated 7th January, 2005 of Dr. D. Biswas (Annexure H Page 45) clearly contradicts the report dated 12th March, 2004. Prof. Dr. Chitta Ranjan Ghosh has signed the report dated 12th March, 2004 certifying the contents thereof (Pages 38 - 40). It was, therefore, not open to LIC to blindly relied upon the letter dated 7th January, 2005 of Dr. P. Biswas which was contradicting the original pathological report dated 12th March, 2004 and accordingly based on the letter dated 7th January, 2005, the disciplinary authority could not have come to the conclusion that the patient

was not examined at all when there are numerous other documents (referred above) signed by the different doctors being empanelled doctors of LIC to show examination of the assured.

Finding E : The Disciplinary authority has rejected the report of the hand writing expert, Mr. Puroshattom Chatterjee without any basis (Annexure I Pages 46 & 47).

Appellant's : The Disciplinary authority, i.e. response the Divisional Manager (In-Charge) was not an expert and thus not competent to controvert the report of the hand writing expert in the absence of any other expert having contradicted such opinion.

115

If ultimately, the disciplinary authority intended to arrive at a decision on the veracity of the signature of the assured, then the only course open for it was first to allow L I C to prove the report of the Government Examiner and thereafter give an opportunity to the appellant to cross examine the author of such report to disprove such opinion and finally allow the LIC to cross examine Mr. Puroshattom Chatterjee to disprove the opinion of Mr. Puroshattom Chatterjee and based on the evidence to be adduced by the Government Examiner and Mr. Puroshattom Chatterjee to come to a conclusion as to which of the

report of the Hand Writing Expert can be considered and taken into consideration.

However, having regard to the uncontroverted evidence of several empanelled Doctors of LIC certifying that the Prasenjit Das has been examined by them and/or in their presence, the question of opting for hand writing expert opinion on the signature of Prasenjit Das is not at all necessary.

In view of inconsistency in the different finding of the disciplinary authority, as enumerated above, the finding arrived at by the Disciplinary Authority be set aside and the appellant be absolved of the penalty imposed.

FORM NO G.E.O.D./FM-11/03/01/2006

GOVERNMENT EXAMINER OF QUESTIONED DOCUMENTS



DIRECTORATE OF FORENSIC SCIENCES
Ministry of Home Affairs, Government of India

OPINION / REPORT

No. DXB-30/2006

Page 88 of 111
R-3 (Collection)

Annexure R-3 collection (Page-88+175)
to in Paragraph 2
foregoing Petition offered
by B. S. Jitendra
in this 27th Day of July, 2012

Author R-3 (Collection)
to in Paragraph 2
for the purpose of
by B. S. Jitendra
in this 27th Day of July, 2012

Commissioner of Affidavits
High Court, Appellate side
Calcutta

Commissioner of Affidavits
High Court, Appellate side
Calcutta

30, Goraclark Road, Calcutta - 700 014
Phone : 033-2222-2222
Fax : 033-2222-2222



FORM NO. G.E.Q.D./FM/11/03/01/2005

GOVERNMENT EXAMINER OF QUESTIONED DOCUMENTS

DIRECTORATE OF FORENSIC SCIENCES, MINISTRY OF HOME AFFAIRS, GOVT OF INDIA
30, GORACHAND ROAD, KOLKATA - 700 014
सरकारी प्रतीबन्ध प्रशासक प्रलेख
न्यायालयिक विज्ञान निदेशालय (गृह मंत्रालय) भारत सरकार
30 गोराचंद रोड, कोलकाता-700 014

CASE ABSTRACT

- I. Case Details
 - 1. Opinion / Report No. with date : EXB-30/2006 dated 12.07.2006
 - 2. Forwarding Authority : The Zonal Vigilance Officer,
LIC Of India,
Eastern Zonal Office,
Hindustan Buildings,
1 Chittaranjan Avenue,
Kolkata-700 072.
 - 3. Mode / Date of Receipt : Through Messenger / 02.06.2006
 - 4. Subject : Examination of Documents.
- II. Details of Exhibits
 - 1. Questioned Documents : Q1 to Q26, Q19/1
 - 2. Standard/Admitted Documents : A1 to A52, A21/1
 - 3. Total Exhibits : 79
- III. Standard operating Procedure Followed (Controlled Document) : I. GEQD/KOL/SOP/02.01
- IV. Reporting Officer/ Examiners
 - 1. SHRI VINOD KUMAR
Asstt. Govt. Examiner, Kolkata
 - 2. SMT. K.B. JENA
Asstt. Govt. Examiner, Kolkata

FORM NO. G.E.Q.D./FM-11/03/01/2005

GOVERNMENT EXAMINER OF QUESTIONED DOCUMENTS

DIRECTORATE OF FORENSIC SCIENCES,
 (MINISTRY OF HOME AFFAIRS), GOVERNMENT OF INDIA
 30, GORACHAND ROAD, KOLKATA - 700 014

To
 The Zonal Vigilance Officer,
 LIC Of India,
 Eastern Zonal Office,
 Hindustan Buildings,
 4 Chittaranjan Avenue,
 Kolkata-700 072.

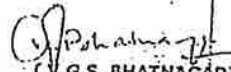
NO: DXB-30/2006/RFF

Dated: 12.07.2006

Please find enclosed Opinion No. DXB-30/2006 dated 12.07.2006 on the documents received in this office on 02.06.2006 in connection with letter No. FZO/Vigilance/M-811 dated 01.06.2006. Kindly acknowledge the receipt.

2. All the documents concerned are sent herewith / will follow.

3. Spt and cvrnce be necessary. In this case, the Opinion No. or this letter reference be quoted in all correspondence and the Summons be got issued in the Name of Smt. K.B. Jana, Asstt. Govt. Examiner of Questioned Documents, Kolkata.


 (V.G.S. BHATNAGAR)
 Government Examiner

- Encl: (I) Opinion No. DXB-30/2006 dated 12.07.2006 (In 01 page).
 (II) Documents stamped and marked Q1 to Q26, Q19/1, A1 to A52, A21/1 In 72 sheets and 4 volumes.

143



FORM NO. 10 (REVISED) 03/01/2005
GOVERNMENT EXAMINER OF QUESTIONED DOCUMENTS
DIRECTORATE OF FORENSIC SCIENCES, MINISTRY OF HOME AFFAIRS, GOVT OF INDIA
30, GORACHAND ROAD, KOLKATA - 700 014
सरकारी परीक्षा प्रश्नारूप प्रलेख
न्यायालयिक विज्ञान निदेशालय (गृह मंत्रालय) भारत सरकार
30 गोराचंद रोड, कोलकाता-700 014

OPINION / REPORT
मत रिपोर्ट

संख्या
No. DXB-30/2006

ZONAL VIGILANCE OFFICER,
LIC OF INDIA,
EASTERN ZONAL OFFICE,
KOLKATA.

This report is to be used only for the purpose for which it is issued and without prior written permission of the competent authority.

- 1. The documents of this case have been carefully and thoroughly examined.
- 2. The person who wrote the enclosed writings stamped and marked A1 to A21, A21/1, A22 to A28, A30 to A42 and A44 to A52 did not write the red enclosed writings similarly stamped and marked Q1 to Q19, Q19/1 and Q20 to Q26.

(Signature)

(VINOD KUMAR), M. Sc.,
ASST. GOVT. EXAMINER OF QUESTIONED DOCUMENTS.

(Signature)
(K.B. JENA), M. Sc.,
ASST. GOVT. EXAMINER OF QUESTIONED DOCUMENTS.

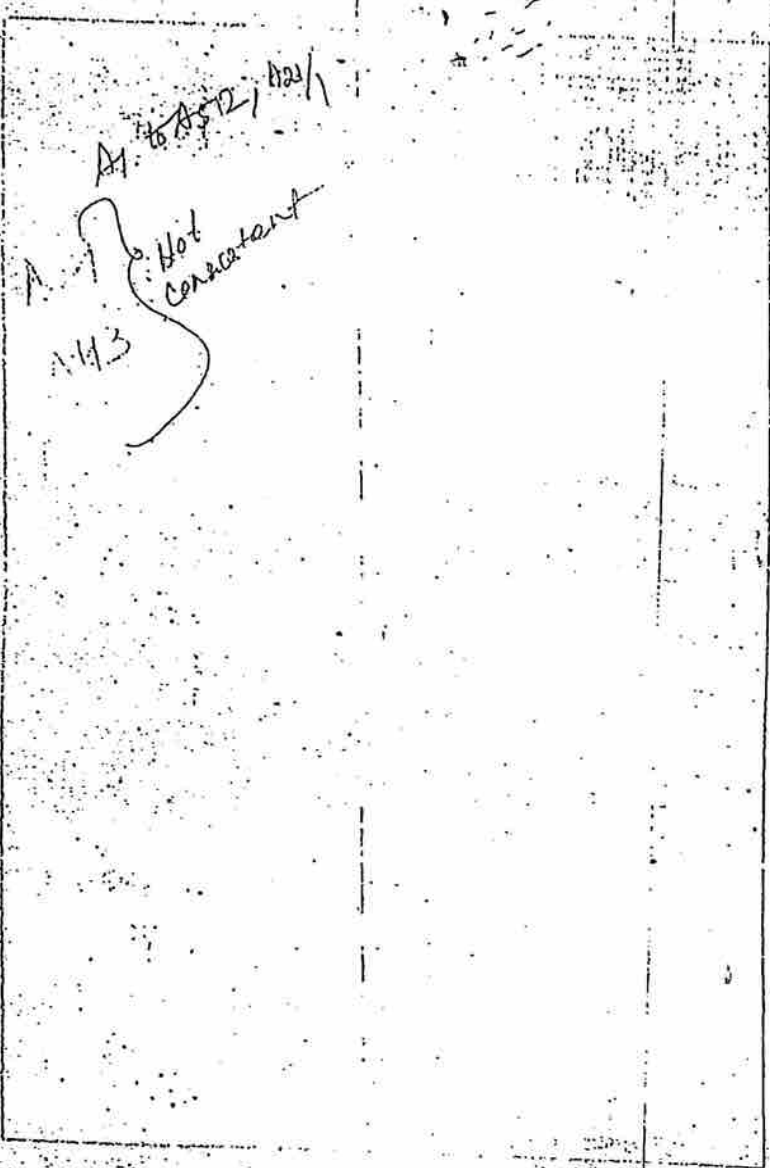
KOLKATA-700 014.

Date: the 12th July, 2006,
the 21st July, 1978 S.E.

Please quote the Report (Opinion) No. & Date in all future communications.

GOVERNMENT EXAMINER OF QUESTIONED DOCUMENTS
DIRECTORATE OF FORENSIC SCIENCE, MINISTRY OF HOME AFFAIRS,
GOVERNMENT OF INDIA, 30, GORACHAND ROAD,
KOLKATA - 700 014 (W. B.)
PH. : 033-22843247 / 2157 / 7227 / 0003, FAX : 033-22840642

PROMOTING GOOD PRACTICES AND STANDARDS





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

16/04/2004
147

L I C OF INDIA , BRANCH: 415 , DIVISION:

16/04/2004
ST: 16/04/2004

PROPOSAL REVIEW SLIP GROUP NO: 3109 (LIC) (II ver.)

REGISTRATION DATE: 31/05/2004 SR.NO: 637/04
POLICY NO: 0014426 POLY DATE: 01/03/2004 POL TYPE: 0 POLICY NUMBER: 0014426

Name: PRASENJIT DAS
Add-1: C/O BISWAJIT LAYEK; 1A HARI SAVA ST
Add-2: KOLKATA,
Add-3:
Pin Code: 700023

Agency Code : 77433411
Dev Officer : 00000000
Nominee: BISWAJIT DAS
Nominee's Age: 34
Nom's Relation: B
Appointee:

DT.OF.COM. PLAN TERM PRM-TRM SUN ASSURED MODE INST PREM NO OF INST
08/05/2004 164 25 25 1000000 Hly 1325:00 1

DT.OF BIRTH AGE AGE-PROOF DT.OF BTH(2) DAR('000) MED CODE SEX TAG-PRM
07/08/1981 33 R 00 00/0000 1 M Male 2.65

RIDER-IND TOI-NO TYPE-1 RSA-1 RI-@ RI-EXT-@ TYPE-2 RSA-2 R2-@ R2-EXT-@
1 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)
6542 N Rs 70 31 03 2004

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

PREVIOUS POLICIES (NUMBER / S.A) OTHER PROPOSALS (NUMBER / SUM PROPOSED)
1 12000

POLY-NO	AGE	PLN	AMOUNT-1	BOI-DATE	AMOUNT-2
11637	32	0004	5720.00	00 00 0000	
200-3	00	00	AMOUNT-3	BOI-DATE	AMOUNT-4

PREMIUM DEPOSIT = Rs. 5000.00 Additional Premium :

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

PAIS R/0 : DC-CD IND-CD DIST-CD TALUK-CD WILL-CD REINS IMPAIR SMR
U 75 1 1 1 < > < > < >

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

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



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India
E-MAIL: llcsds@calvesat.net.in

107

25/7/1976

PROPOSAL REVIEW SLIP (CONTD...)

PAGE NO: 02

PROPOSAL NO: 4426-419 NAME: DAS

Branch :

UNDERWRITING REMARKS AND DECISIONS:

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

MEDICAL : Standard Wt. : 54.4 Estimated Wt. : 53.9

SPECIAL REPORTS : T A S A : 1000000
Age : 22
Age at Maturity : 47
Sum Under Consdn : 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:
BOC-4:

VERIFIED THE CORRECTNESS OF THE PROPOSER SIGNATURE OF THE UNDER

ACCEPTANCE / DECISION & POLICY CLAUSES :

EXTRA PREMIUM : HEALTH OCCUPATION AGE-PROOF EPDB OTHERS TOTAL
(Per 1000 Si) < < < < < < <
Declined Matter Serial Numbers

DATE: CHECKED BY: DATE: SIGNATURE :



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.: 423881681

Policy Number Date of Risk	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.
423881681 28/02/2004	DAS Q14-40-40	101000	28 GLY	587.00 0.00	Instalment Annual Acc. premium
BISWAJIT DAS		.014434	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			28/02/2044 28/11/2043		Date of Birth Date of Maturity
			23 YES		Date of Last Payment Age & Whether Admitted

Dear GOVERNMENT: 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
with AR & 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. _____
NIL also adjusted

Next Premium falls Due 05/2004

Prepared by _____
Date & _____

Stamp and signature area with date 31/03/2004 circled.

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
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
other insurance company since the date of this proposal been withdrawn or dropped deferred or declined or accepted at an
amount of 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.

149

99



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

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

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

Branch Office: SALT LAKE BRANCH Policy No. 423881682

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			19/08/1981		Nominee & Proposal Date
C/O BISWAJIT LAYEK: 1A HARI SAVA ST KOLKATA			28/02/2043 28/11/2042		Date of Birth
700023			23 YES		Date of Maturity
					Date of Last Payment
					Age & Whether Admitted.

AGENCY CODE: 197433411 DEV DEF: 10000000
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 _____ also adjusted

NIL

Balance held in Deposit Rs. _____

Next Premium falls 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 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 P.T.O.
MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE.

201

400



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	Due Date Mode	Premium	Particulars of terms of Acceptance if not as proposed.	
423881683	DAS		DB	631.00	Instalment	
28/02/2004	014-37-37	101000	GLY	0.00	Annual Acc. premium	
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,					28/02/2041 28/11/2040	Date of Birth
700023					23 YES	Date of Maturity
						Date of Last Payment
						Age & Whether Admitted

Dear Sir/Madam: AGENCY CODE : 97633411 DEV. OFF. 00000000
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 here 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 &

Branch Manager

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 or the date of this 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 P.T.O.
MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE.

SALT LAKE BRANCH - PH. 2401410/4113



भारतीय जीवन बीमा निगम
Life Insurance Corporation of India

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

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	P DAS		28	615.00	Instalment
28/02/2004	014-38	101000	QLY	0.00	Annual Acc. premium
BISWAJIT DAS		014430	31/03/2004		How Accepted Clause Nos.
PROSENJIT DAS			19/08/1981		Nominee & Proposal Date
C/O BISWAJIT LAYEK; 1A HARI SAVA ST, KOLKATA,			28/02/2042 28/11/2041		Date of Birth
700023			23 YES		Date of Maturity
					Date of Last Payment
					Age & Whether Admitted

AGENCY CODE: 97633411 DEV. OFF. 10000000
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 therein. 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. _____
Next Premium falls Due 05/2004

P. Sr. / Branch Manager

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 P.T.O.
MEANWHILE PLEASE PAY THE NEXT PREMIUM WHEN DUE.



भारतीय जीवन बीमा निगम

Life Insurance Corporation of India

CF-335, SEC-1, 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. 423881685

Policy Number (Date of Risk)	Short Name Plan	Sum Assured	Due Date Mode	Premium	Particulars of Terms of Acceptance if not as proposed.
423881685	DAS	28	28	576.00	Instalment
28/02/2004	014-41-41	101000	GLY	0.00	Annual Acc. premium
BISWAJIT DAS		014429	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			28/02/2043 28/11/2044		Date of Birth
			23 YES		Date of Maturity
					Date of Last Payment
					Age & 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 rate with AB & DB. We have also received the amount noted in the schedule being the First premium on the policy under the plan and amount indicated thereon. 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. _____

due _____ NIL _____ also adjusted

Balance held in Deposit Rs. _____

Next Premium falls 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 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 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 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.

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.

Rapid Furnish - PRC 2401-427413

153

109



भारतीय जीवन बीमा निगम
 Life Insurance Corporation of India
 CF-333, SEC-I, SALT LAKE BRANCH, Address.
 SALT LAKE, KOLKATA-64
 (PH: 333) 337-5007/6343/3880
 PIN: 700064

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 Modn	Premium	Particulars of terms of Acceptance if not as proposed:
423881686 28/02/2004	P DAS 164-23	1000000	28 HLY	1325.00 0.00	Instalment Annual Acc. premium
BISWAJIT DAS		014426	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, 700023			28/02/2029 28/08/2028		Date of Maturity Date of Last Payment
			23 YES		Agg & Whether Admitted

AGENCY CODE: 87633411 DEV DEF: 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 hereon.

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

P. Sri / Branch Manager

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 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.
 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.

RAPO FORMS - PH-240-12/14/13

"प्रस्तावक द्वारा घोषणा"/DECLARATION BY THE PROPOSER



जिसे इसमें जीवन बीमा के लिए प्रस्तावित किया गया है, एतद्वारा घोषणा करता हूँ; ऊपर है कि उपरोक्त प्रश्न एवं उत्तर मेरे द्वारा प्रस्तुत की पूरी तरह संपन्न करने के लिए मैंने पूरी तयारी की है और मैंने कोई गुप्तता गोपनीय नहीं है। मैं एतद्वारा इस बात से सहमत हूँ और घोषणा करता/करती हूँ कि ये प्रश्न और यह घोषणा मेरे एवं मेरे परिवार/अपने जीवन बीमा निगम के बीच बीमा अनुबंध के आधार होने और यदि इनमें कोई अंतर्व्यय काया जायेगा तो यह अनुबंध पूर्णतः अमान्य एवं निरर्थक हो जाएगा तथा इस अनुबंध में गुप्तता का समझौता शामिल होगा। मैंने इस घोषणा के अंतर्गत निम्नलिखित प्रश्नों का उत्तर देना स्वीकार किया है और मैंने इन प्रश्नों के उत्तरों को सच-सच लिखा है। मैंने इन प्रश्नों के उत्तरों को सच-सच लिखा है। मैंने इन प्रश्नों के उत्तरों को सच-सच लिखा है।

यदि मैंने सच-सच ही प्रस्ताव प्रस्तुत किया है तो मैंने निम्नलिखित प्रश्नों के उत्तर दिए हैं: (1) मेरे स्वास्थ्य में कोई परिवर्तन हो गया है या मेरी आर्थिक स्थिति में कोई परिवर्तन हुआ है जो मेरे जीवन बीमा अनुबंध के लिए हानिकारक हो सकता है? (2) मेरे कोई भी बीमा प्रस्ताव या पॉलिसी का प्रस्तावित करने के लिए निगम के किसी कर्मचारी को प्रस्तुत किया गया है या कोई अन्य व्यक्ति को प्रस्तावित किया गया है जो मेरे जीवन बीमा अनुबंध के लिए हानिकारक हो सकता है? (3) मैंने कोई भी बीमा प्रस्ताव या पॉलिसी का प्रस्तावित करने के लिए निगम के किसी कर्मचारी को प्रस्तावित किया गया है या कोई अन्य व्यक्ति को प्रस्तावित किया गया है जो मेरे जीवन बीमा अनुबंध के लिए हानिकारक हो सकता है?

I, the person whose life is herein being proposed to be assured, do hereby declare that the foregoing statements and answers have been made 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 and this declaration shall be the basis of the contract of assurance between me and the Life Insurance Corporation of India. Notwithstanding the provision of any law, usage or custom or convention for the time being in force prohibiting any doctor, surgeon or other person or persons having interest in any kind whatsoever in the policy contract issued to me, I hereby agree that such authority shall at any time be at liberty to divulge and such knowledge or information to the Corporation.

I further agree that if after the issue of the policy (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 the Corporation has been withdrawn or dropped, do forfeit or accepted at an increased premium or subject to a lien or other terms other than as proposed in the policy contract, 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 contract null and void and all moneys which shall have been paid in respect thereof forfeited to the Corporation.

Signature: Prasenjit Das on the 20th day of March 2007

Signature of Witness: Vijay Agarwal (Member Agent, L.I.C. Salt Lake Branch, Code No. 57833)

Signature of Proposer: Prasenjit Das (Signature of thumb impression of the Person whose life is proposed to be assured)

Address: ...

हस्ताक्षर/Signature of the Proposer: Prasenjit Das

हस्ताक्षर/Signature of the Witness: Vijay Agarwal

हस्ताक्षर/Signature of the Proposer: Prasenjit Das

हस्ताक्षर/Signature of the Proposer: Prasenjit Das

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हस्ताक्षर/Signature of the Proposer: Prasenjit Das

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.

46009 24
Case No. for the 25th March 2009

Full Name of the Life to be Examined

Age

Prosenjit Das

22

Identification marks

A Scar on right leg.

Introduced by

V. Agarwal

Introducer's Designation and Signature

Agarwal

Height (cms.) (without shoes)

164

Weight (kgs.)

54

(in this clothes)

Girth of abdomen (cms.)

(over navel)

74

Chest (cms.)—over nipple

78

Full Expiration

78

(cms.)

Full Inspiration

(cms.)

83

Pulse Rate pm.

72

Blood Pressure

1st Reading

Systolic

Diastolic

120 / 80
120 / 80

The General appearance healthy?

Yes

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

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

NO

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

NO

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

NO

Is 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 ?	NO
11.	Is there any abnormality in abdomen or abnormality of pelvis ?	NO
12.	Is Hernia present ?	NO
13.	Is there any evidence of disease of Central or Peripheral Nervous System ?	NO
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	} NO
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	} NO
16.	Is there any other adverse feature in health or habit, past or present, which you consider relevant ? if so, give details.	NO
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 ?	✓

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 March 2019 at 11:00 a.m./p.m.

Prasenjit Das
Signature of the life to be assured

Althe Kumar Choudhary
Signature of the Medical Examiner

Medical Examiner's Name and Address
Dr. Althe Kumar Choudhary
1-A, 1st, Salt Lake
Calcutta-700054

Qualifications MBBS
Code No. 00/49
Linit Examination 2019



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.
- 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 20 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.....
 Branch Office.....
 Full Name of the Examinee.....
 Age.....
 Years Introduced by.....
 Dev. Officer's Name.....
 Agent's Name..... Prop./Pol. No.....
 His 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.

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*

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*0*

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

Prasenjit Das
 Signature or Thumb Impressions of the Life Assured before Medical Examiner

15A

REPORT ON ELECTROCARDIOGRAM AT REST* / AFTER EXERCISE

(Delete whatever is not applicable)

Position : Supine

Standardisation: 1 mv 10mm

Auricular Rate : 78/min

Ventricular Rate : 74/min

Rhythm : Sinus

Mechanism : normal

Voltage : normal

P Waves : normal

PR Interval : 12.8 sec

QRS Complexes : normal

Q-T Duration :

S-T Segment : isoelectric

T Waves : upright

Q Waves : nil

Electrical Axis :

Height in Cms. : 164 cm

Weight in Kgs. : 54 kg

B.P. at Rest : 120/80

Pulse Rate at Rest : 74/min

Extra Systoles Type : no formal

Clinical Findings of Heart Condition :

Conclusion : Sin. br. in with in normal limit

Dated at Cal on the 12th day of March 2000

Dr. Debjit Chatterjee

Dr. Debjit Chatterjee
MBBS (Cal), MD (Cal)
Physician & Cardiologist

Medlink Health Care &
Diagnostics Centre Pvt. Ltd.

Signature of the Medical Examiner

Qualification : MD (Gen)

Examiner's Code No. : 2007

Name & Address : Dr. Debjit Chatterjee
Medlink Health Care & Diagnostics Centre Pvt. Ltd.
12, Sector 1, Salt Lake, Calcutta - 700064

ECG, X-Ray of Chest
Blood Sugar for blood cholesterol or any other

has been in health and generally maintaining good health

I hereby declare that the following statements and answers have been given by the patient and are true and correct to the best of my knowledge and belief.

Signature of the Patient

Medical Examiner



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

59

Patient's Name : MR. PRASENJIT DAS
Patient's ID : 0409/0001
Ref. By : Dr. C/O L. I. C. OF INDIA
Age : 22 Yrs
Collection Date : 12/03/08
Reporting Date : 12/03/08

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

Ar. S.
MOAT AGARWAL
Member Agent
Kolkata Branch

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. (RADIOLOGY)

Consultant Pathologist
Dr. (Mrs) R. Basu
M.B.B.S., D.C. (MD)

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

MEDILINK HEALTH CARE
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Kolkata-700 089 • Tel :- 2522 0575 • 2522 7647
E-mail : rpglsa71@vsnl.com



Patient's Name : MR. PRASENJIT DAS Age : 22 Yr Sex : Male
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, EDT NO: HVK 124751

THANK YOU FOR YOUR KIND REFERRAL .

Prasenjit Das

U. Ghose

Consultant Pathologist
Dr. 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)

LOG • XRAY • C.G. • U.S.G. • HORMONE ASSAY • ALLERGY TEST • SPECIALIST CENTR

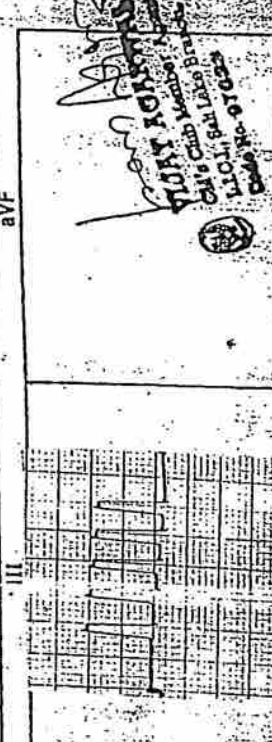
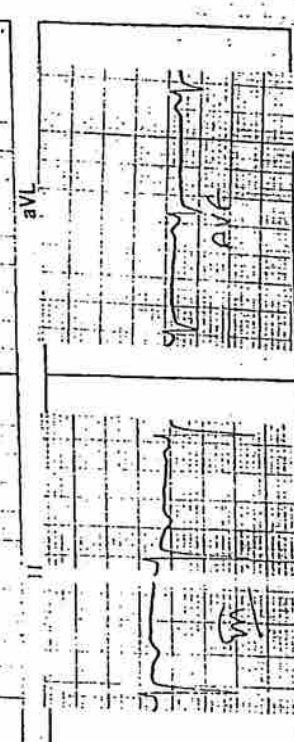
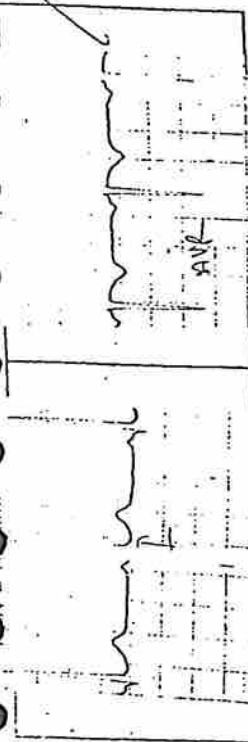
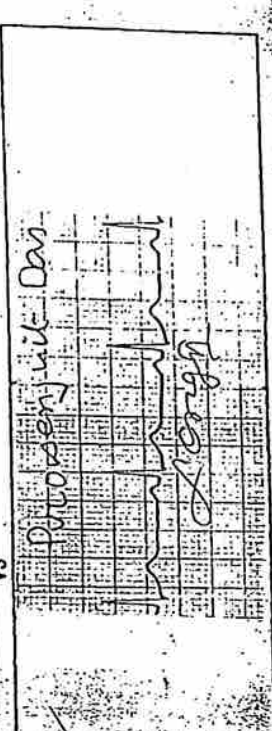
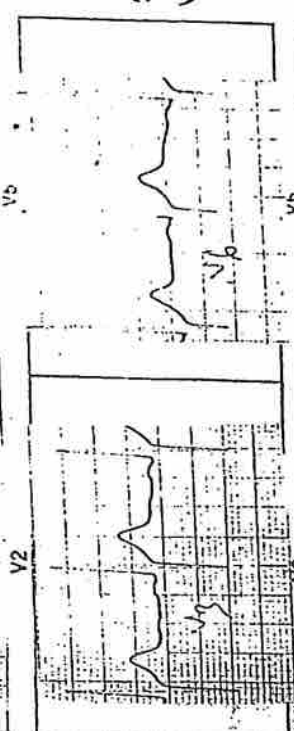
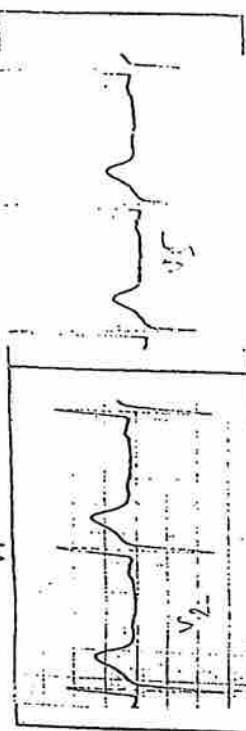
100 μV = 1 mV

1000 μV = 1 mV

1000 μV = 1 mV

1000 μV = 1 mV

55



Ken [Signature]
JOHN KIMBLE
 Club Member Since [Date]
 LIC. No. 07023

ADDITIONAL LEADS

Dr. Aloke Chaudhuri
M.D. (Medicine)

Consultant Physician & Cardiology
Formerly: House Physician in Medicine
and Cardiology, S.S.K.M. Hospital
Hereford County Hospital (U.K.)

Chamber & Residence :

BA-146, SALT LAKE,
CALCUTTA-700064

Chamber Hours 6-8 p.m. (Thursday closed)

Phone : 337-0660

Date..... 21/9/2013

TO WHOM IT MAY CONCERN

I, Dr. Aloke Kumar Chaudhuri do hereby
confirm that I was empanelled DIC Doctor
code NO 66/42 ; that I physically
examined Mr. Prosenjit Das aged
22yrs on 25/3/2004 at 11 AM
for getting a new DIC policy with
Salt Lake Branch and that he had
physically signed in the medical
form in my presence,

Aloke Kumar Chaudhuri

102

116-Form for Registration of Electors
 116-Bidhanagar Constituency

Facsimile Signature of the Electoral Registration Officer for

Date: 08/08/2013

116-Form for Registration of Electors
 116-Bidhanagar Constituency

In case of change in address members may send in the roll at the changed address and enclose the card with same number.

Address:
 BA-146 SALT LAKE, SECTOR-1,
 BLOCK-BAYWARD NO. 1, BIDHAN
 NAGAR NORTH 24 FARGANAS 700064

WB/20/139/672044

PERMANENT ACCOUNT NUMBER
 ABWPC5611J

NAME / NAME
 ALOKE KUMAR CHAUDHURI

FATHER'S NAME
 ASOKE KUMAR CHAUDHURI

DATE / DATE OF BIRTH
 28-10-1962

COMMISSIONER OF INCOME-TAX, W.B.

SIGNATURE
 Alok Kumar Chaudhuri

Astee Kumar Chaudhuri
 21/9/2013

In case this card is lost/round kindly inform/return to the issuing authority:
 Assistant Commissioner of Income-tax,
 Chowringhee Square,
 Calcutta-700 069.

700 088

Duplicate

ELECTION COMMISSION OF INDIA
 IDENTITY CARD

WB/20/139/672044

Electors Name : Alok Kumar Chaudhuri

Electors Name : Alok Kumar Chaudhuri

Father's Name : Asoke Chowdhury

Sex : M / M

Date of Birth : 28/10/1962

163

Prof. C. R, GHOSE

MB.B.S., M.D., PH. D.
EX. HEAD DEPT. OF BIOCHEMISTRY
R. G. KAR MEDICAL COLLAGE
Calcutta
INDIA

2A, NORTHERN AVENUE,
CALCUTTA-700 037
INDIA
Resi. 2532 6581

TO WHOM IT MAY CONCERN

I, Dr. Chitta Ranjan Ghosh, (MBBS, MD, Ph.D, FIC) residing at 2A, Northern Avenue, Kolkata 700037, declare that I was attached to M/s Medilink Health Care Diagnostic Centre Pvt. Ltd. of 1M, Vatika, 1st Floor, Gate No. 4, Block A2, Kalindi, Kolkata 700089 in the capacity of their Consultant Pathologist in the year 2004.

On 12. 03. 2004 I had tested and given the two following Blood Reports on blood of patient named Prosenjit Das.

Report 1. Examination of blood.

Report 2. Examination of blood for HIV test.

C.R. Ghosh

(Chitta Ranjan Ghosh)

Dated: 21. 9. 2013

Enclosed:

Copy of Adhar Card



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/19594/01245

To
চিত্ত রঞ্জন ঘোষ
Chitta Ranjan Ghosh
2A NORTHERN AVENUE
BELGACHIA
Belgachia S.O
Belgachia
Kolkata
West Bengal 700037

211C1491
MN211014916FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

8293 6630 1260

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



চিত্ত রঞ্জন ঘোষ
Chitta Ranjan Ghosh
পিতা : মৃগেন্দ্র নাথ ঘোষ
Father : Mrigendra Nath Ghosh
জন্ম সাল / Year of Birth : 1932
পুরুষ / Male



8293 6630 1260

আধার - সাধারণ মানুষের অধিকার

CR Ghosh

MEDILINK HEALTH CARE
Diagnostics & Research Centre (P) Ltd

11M, Vaidika 1st Floor, Gola No. 4, P-182, Kaindi, Calcutta-700083. 622-0575 / 622-7647

Ref: K.S.D.O / Claim / 7498 / S. Late / Mgr. Date: 07/12/05

To
The Manager
Claims
K.S.D.O
Salt Lake

100 JAN 2005
S.A. /

Sub: Conducting E.C.G. & other investigation on the life of Policy holder of Prasenjit Das

Dear Sir,

E.C.G. & other special Medical investigation done on 13.01.05 and delivered on 15.01.05 on the Prasenjit Das according to our register.

Thanking you.

Yours sincerely,


(Dr. Prayash Ch. Bhargava)
Director

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

Annexure..... R-4 (Page 176)
to in Paragraph..... 33
foregoing Petition affirmed
by..... Prasenjit Mitra
in this..... 27th Day of July 2002

Commissioner of Affidavits
High Court, Appellate side
Calcutta

Annexure..... R-4
to in Paragraph.....
foregoing Petition affirmed
by..... Prasenjit Mitra
to this..... 27th Day of July 2002

Commissioner of Affidavits
High Court, Appellate side
Calcutta

180
Bishottam Chatterjee

DOCUMENT EXAMINER

Enrolled in the panel of Hon'ble High Court,
(P.R., City Civil Court, State Bank etc.)

My Thoughts on Document Examination

Phone: 2265-2044
Mob.: 9339296729

77/B, DURGA CHARAN DOCTOR ROAD,
KOLKATA - 700 014

28th May, 2013

To whom it may concern

This is to certify that I have examined the signatures reading as "Probenjit Das" appearing on the L.I.C. Proposals being Nos. 423881681, 423881682, 423881683, 423881684, 423881685 and 423881686 with their annexures and marked by ^{me} as A1 to A25 on xerox copies and have compared the said signatures with the signatures appearing on the Proposals being Nos. 423716384, 423716070, 423718259, 423718560, 423720003, 422870255, 422870573, 422871030, 422870619, A422872116, 422872199, A422872029, A423716236, A422872200, A422870192, A422873456, A423718309, 423716-425, 42371664 and Marksheet etc. in connection with L.I.C. proposal forms and marked by me on xerox copies as B to B35 for identification. On such examination and comparison between the said two sets of signatures and considering the nature of similarity and dissimilarity, I am of opinion that the writer of the signatures marked A series by me is the writer of the signatures marked B series by me.

On inter-se comparison between A series signatures, I find that all the signatures were written on 25.03.2004. I find good consistency in all respect including operation of letters, combination of letters, initial and terminal strokes, average size of the letters, average spacing between the letters, average slant of the letters, alignment of entire signatures, nature of pen-lifts (practically most of the letters were written with pen-lifts which suggest that this writer is not a good writer with good pen-control), average speed of the writings and line quality.

On inter-se comparison between B series signatures, I find that they were written from 2000 to 2003 (most of them as witness and as an Agent). I find variations in respect of operation of "j" including nature of dots and overhead lines, size of the letters, total length of the signatures. I also find nature

P. Chatterjee

DOCUMENT EXAMINER

(Enrolled in the panel of Hon'ble High Court,
L.R., City Civil Court, State Bank etc.)

Author: My Thoughts on Document Examination

Phone: 2265-2044

Mob.: 9339296729

77/B, DURGA CHARAN DOCTOR ROAD,

KOLKATA - 700 014

(2)

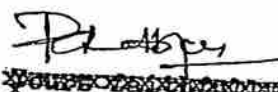
of similarity in respect of pen-lifts, peculiar operation of "D", spelling of "Prosanjuit" with some variations. I find most of the letters were written with pen-lifts (except the combination of "it" and "as"). I also find agreement in respect of operation of letters (with variations), size of the letters, spacing between letters, speed of the writings and line quality.

On minute examination and comparison between A series with B series signatures, I find significant nature of similarity in respect of operation of letters, combination of letters (it & as), peculiar style of the letters "r, s, j, i, t, D" including initial and terminal strokes, peculiar spelling of "Prosanjuit", average size of the letters, average spacing between the letters, nature of dots of "j" (see- A series and B8a, B9a, B18a, B20a, B26, B31, B32 to B35), speed of the writings and line quality.

I have duly considered the nature of differences also between A with B series and I am perfectly satisfied that they are mere natural variations of the same writing principle (on consideration of variations in-between B series). The cumulative value of the points of agreement strongly leads to a case of identity beyond any doubt.

I may also state that A series signatures were quite freely written and do not betray any sign of imitation.

I may mention that I have examined all the said signatures on xerox copies supplied to me. Arrangement should be made to examine the originals, if necessary. I herewith return all the xerox copies supplied to me.


~~Signature of P. Chatterjee~~
(P. Chatterjee) 28/5/13

168



SP COUNCIL HOUSE STREET PO 700001
EW429455477IN
Counter No:1,OP-Code:0
To:THE CHAIRMAN,LIFE INS. CORP.OF IN
NARIMAN POINT, FIN:400021
From:VIJAY AGARWAL , 2/3 JUDGES COURT RD. KOL-27
Wt:285grams,
Amt:92.00 ,25/01/2017 ,14:07
Taxes:Rs.12.00<<Track on www.indiapost.gov.in>>

Date : 22nd January 2017
From :

Vijay Agarwal
Divine Bliss, Flat - 4D (N)
2/3, Judges Court Road
Kolkata-700027.

To

The Chairman
"Yogakshema"
Jeevan Bima Marg.
P.B. No. 19953
Mumbai-400021.

Sub.: Pursuant to the Hon`ble Calcutta High Court order dated 16/08/2016 passed in connection with W.P 18354(W) of 2014 .

Proceedings under regulation 23 of the Life Insurance Corporation of India (Agents) regulations, 1972 .

And

In the matter of Sri Vijay Agarwal (Terminated Agent) of Salt Lake Branch Office under KSDO bearing code No. 97633411.

And

In the matter of an Appeal dated 28/12/2013 submitted against the order dated 30/09/2013 passed by the disciplinary authority.

And

In the matter of the order dated 21st. May, 2014 passed by the Zonal Manager, eastern Zone, Life Insurance Corporation of India being the appellate authority.

Re.: Appeal for reconsideration of the final order dated 08/11/2016 passed by the Appellate Authority (Zonal Manager Eastern Zonal Office).

Dear Sir,

Pursuant to order dated 16/08/2016 passed by Hon`ble Justice Sri Joymalya Bagchi, Calcutta High Court in the W.P 18354 (W) of 2014 annexed herewith and marked as Annexure "A". I

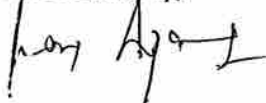
169
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was given opportunity for a personal hearing before the Appellate Authority on 27/09/2016. The same was held in the Board Room Eastern Zonal Office, Life Insurance Corporation of India Kolkata-700072. Where I have put my oral and written submission. A copy of the said submission is annexed herewith and marked as Annexure "B". A copy of the Minutes of the hearing dated 27/10/2016 is also enclosed herewith and marked as Annexure "C".

On 12/11/2016 I received a copy of the order dated 08/11/16 of the Appellate Authority which was just a replica of the previous orders without considering my aforesaid submissions. It has been held that "And whereas pursuant to the directive dated 16.08.2016 of the Hon'ble High Court, Calcutta passed in the W.P 18354 (W) of 2014, the ex-agent Sri Vijay Agarwal Code No 97633411 of Salt Lake Branch under KSDO was called for personal hearing on 27.09.2016 before the undersigned and the personal hearing was held at 10.10 AM on 27.09.2016. Now at the time of the personal hearing the submission of Mr Agarwal in verbatim had been recorded. Further he also submitted written statement consisting of 47 pages inclusive of enclosures. I have gone through all the points mentioned in the said submissions in its entirety. I have also retrieved the case history as well as his earlier submissions afresh to decide upon the matter but do not find any new facts brought to the notice of the undersigned by Mr Agarwal. Also the points raised by Mr Agarwal regarding the hand writing expert, it is evident that the hand writing experts services taken by the LIC was from an independent Authority. Hence further opinion in this regard is unwarranted. Copy of the said order is annexed herewith and marked as Annexure "D". In such circumstances I appeal you to please review the aforesaid order considering my Oral and Written submissions.

Thanking you.

Yours faithfully,



(VIJAY AGARWAL)

106

Life Insurance
Corporation of India



(AGENTS) REGULATIONS, 1972

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

CONTENTS

167

Regulation No.		Page No.
	Preamble	
1.	Short Title and Commencement	1
2.	Application	1
3.	Definitions	1
4.	Appointment of agents	2
5.	Qualification of agents	3
6.	Training and tests	3
7.	Probation	3
8.	Functions of agents	4
9.	Minimum amount of business to be secured by agents	4
10.	Payment of commission to agents	5
11.	Gratuity and term insurance benefits	6
12.	Corporation's lien on agent's dues	6
13.	Termination of agency	6
14.	Termination of agency on cancellation of, or failure to renew, licence	6
15.	Termination of agency on account of certain disqualifications	7
16.	Termination of agency for certain lapses	7
17.	Termination of agency by notice	7
18.	Procedure in insolvency cases	8
19.	Payment of commission on discontinuance of agency	8
20.	Appeals	8
21.	Withholding of appeals	9
22.	Transmission of appeal	9
23.	Consideration of appeals	9
24.	Memorial	9
25.	Power to issue instructions or directions	10
26.	Power to frame schemes	10
27.	Relaxation	10

SCHEDULES

	Page No.
I. Competent authority to discharge the functions under the various Regulations	12
II. Rates of Commission payable to agents during the continuance of the agency	13
III. Bonus commission payable to agents	14
IV. Alternative rates of commission payable to an agent at his option during the continuance of the agency	16
V. Bonus commission payable to agents when alternative rates of commission are opted for	17
VI. Gratuity and Term Insurance	18
VII. Appellate Authority	20

LIFE INSURANCE CORPORATION OF INDIA
(AGENTS) REGULATIONS, 1972

Whereas it is necessary to frame regulations defining the method of recruitment of agents 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 after 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 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).

108

(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.

- (ii) if he was working in any other place.

(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.

(3) 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

109
3
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.

110

(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 continually 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 which 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

4

(4) The period of probation of an agent shall, in no case, exceed ^{one} ~~three~~ agency years, and unless he 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

13. 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

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.

(5) 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

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 or an 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 agreement 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.

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 (b) of sub-regulation (1) of regulation 16 has continually 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, 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 continually 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 VII 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 appellant 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

113

SCHEDULE III

Bonus commission payable to agents

(See regulation 10 (7) and (8))

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	3,050
(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	2,600
(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	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.

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
(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 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 year 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:	
2 to 4 years	5 to 9 years	10 to 14 years	15 years or more
Comm. on 1st year's premium & 2nd year's premium on sub-sequent years	Comm. on 1st year's premium & 2nd year's premium on sub-sequent years	Comm. on 1st year's premium & 2nd year's premium on sub-sequent years	Comm. on 1st year's premium & 2nd year's premium on sub-sequent years
1, 2, 3, 5, 11, 14, 16 to 20, 22 to 28, 33, 34, 46 to 48	1, 2, 3, 5, 11, 14, 16 to 20, 22 to 28, 33, 34, 46 to 48	1, 2, 3, 5, 11, 14, 16 to 20, 22 to 28, 33, 34, 46 to 48	1, 2, 3, 5, 11, 14, 16 to 20, 22 to 28, 33, 34, 46 to 48
10	10	10	10
5	5	5	5
7.5	7.5	7.5	7.5
2	2	2	2
21 & 45	21 & 45	21 & 45	21 & 45
41 & 50	41 & 50	41 & 50	41 & 50
58	58	58	58

FOR ALL PLANS: COMMISSION 2%

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

SCHEDULE VI
Gratuity and Term Insurance (See regulation 11 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 includes every 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 continuously and for fifteen or more qualifying years, and
- (ii) if he is not below sixty years of age; or
- (iii) his agency ceases or stands terminated under any of the provisions of these regulations for any reason other than an excepted reason;

or

- (i) if he has been confirmed in his appointment, and:
 - (a) he dies while his agency is subsisting,
 - (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 (e) 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 (d) 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 hereinafter 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:

118

<i>Average Commission</i>	<i>Amount of term insurance</i>
(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, it shall pay his nominee or nominees, or if no nomination is made or is subsisting, his heirs, the amount of term insurance admissible under this clause.

(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 29 (1))

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