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Insurance Benefits of women under Married Women's Property Act,1874:

At one point of stage, everyone will start investing their savings in an insurance policy. In the contemporary world, the majority of people who are opting for the insurance policy are not aware of the powerful section 5 and 6 of the Married Women's Property Act, 1874. It elaborately talks about insurance benefits by wives and her heirs.

Section 5: It provides the right to a married woman to enter into an insurance contract on her own, independent from her husband: the assured sum of insurance policy will be considered separate property; it will be a valid contract like insurance policy entered by an unmarried woman. In short words, No one will be able claim the assured sum of policy entered by a married woman.

“Any married woman may effect a policy of insurance on her own behalf and independently of her husband; and the same and all benefit thereof, if expressed on the face of it to be so effected, shall ensure as her separate property, and the contract evidenced by such policy shall be as valid as if made with an unmarried woman.”¹

Section 6: Providing the right of a married woman to have insurance sum assured by her own husband, no one shall claim the insurance received to her or her children, unless the trust was not created under her name or her children. It also provides the right of a married woman not to pay out the liabilities to the creditors from the insured sum received from the policy.

“A policy of insurance effected by any married man on his own life, and expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them, shall ensure and be deemed to be a trust for the benefit of his wife, or of his wife and children, or any of them, according

¹ Married Women's Property Act 1874, §5.

to the interest so expressed, and shall not, so long any object of the trust remains, be subject to the control of the husband or to his creditors, or form part of his estate

Nothing herein contained shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of assurance which may have been effected with intent to defraud creditors.”²

In case of *Maria Antonica Rodrigues v. B.R. Baliga*³, the court ruled that the benefit under Section 6 of the MWP Act, 1874 can be for the wife or his wife along with his heirs. It also defined the “policy” meaning is not the formal document issued after the acceptance of a proposal. A policy of insurance is the whole contract of insurance which should also incorporate the acceptance of the proposal. The application of section 6 of MWP Act,1874 only in the event of contingency, benefits can be claimed.

In the case of *Uma Sehgal v. Dwarka Dass Sehgal*⁴, the Calcutta court held that if a nominee was selected for the policy of insurance, no one could claim for it. Section 6 of the Married Women’s Property Act,1874 applies only, when no nominee was selected; automatically, the assured sum of money will be given to his spouse and his heirs. The life insurance policy nominee was selected in favour of spouse or his heirs or spouse along with heirs before or after the Insurance (Amendment) Act,1946, section 6 of MWP Act,1874 will not apply in this circumstance.

In the case of *Harshavardhan B. Doshi v. The controller Of Estate Duty Bombay*,⁵ the deceased husband left a life insurance policy in favour of his spouse. The defendant orders the value of the insurance policy to be surrendered. The court held that the Estate duty accountable person cannot deduct the assured value of life insurance policy left to the appellant as it has created vested interest in her name by her deceased husband. It is clear that once insurance policy comes into ambit of Section 6 of the Married Women’s Property Act, 1874, the liabilities in the name of married man cannot be taken over by the creditors against the assured insurance policy value.

² Married Women’s Property Act 1874,§6.

³ *Maria Antonica Rodrigues V. B. R. Baliga*, AIR 1967 Bom. 465.

⁴ *Uma Sehgal V. Dwarka Dass Sehgal*, 91981) RLR 543.

⁵ *Harshavardhan B. Doshi v. Controller of Estate Duty Bombay City I, Bombay*, (1991) SCC OnLine Bom 133.

In the case of *Union of India v. Shantilal Motilal Mehta*⁶, the defendant had taken seven insurance policies in favour of his spouse and his heirs. In order to avoid the tax liabilities of the defendant, created insurance policies under the ambit of Section 6 of the Married Women's Property Act, 1874. The court gave a verdict that fraudulent intention to avoid the liability of debts, using Section 6 of the Married Women's Property is void.

The life insurance policy nominee was selected in favour of his spouse or his heirs or his spouse along with heirs under Section 39 before or after the Insurance (Amendment) Act, 1946. The Section 6 of the MWP Act, 1874 will not apply in this circumstance, as ruled down in the case of *M.G. Ramachandran v. Ratna Kapur*.⁷ When a person is seeking for an insurance policy, they should look for the MWP Act, 1874 applicable to it. Overall, the benefits of a married woman's insurance policy are powerful when they knock down justice in the Indian courts.

⁶ *Union of India V. shantilal Motilal Mehta*, 2006 (4) BOMCR119.

⁷ *M.G.Ramachanran V. Ratna Kapur*, (2023) 299 DLT 537.