

1984 March 1

[L. LOIZOU, A. LOIZOU, MALACHTOS, JJ.]

DEMETRIOS HADJIANDREAS,

Appellant-Plaintiff.

v

THE ATTORNEY-GENERAL OF THE REPUBLIC,

Respondent-Defendant.

(Civil Appeal No. 5306).

*Social Insurance Law, 1964—Benefits thereunder—Payment of—
Extinguished six months after the date on which the benefit is
payable—Section 52(6) of the Law.*

5 The appellant, a person entitled to old age pension, received
from the Ministry of Labour and Social Insurance postal drafts
for a total sum of C£24.200. On all these drafts it was clearly
recorded that they must be presented for payment within six
months of their date. The appellant failed to present them for
10 payment within six months and when the Ministry refused to
issue him with new drafts he filed an action claiming the said
sum of C£24.200 mils. The trial Court, relying on section
52(6)* of the Social Insurance Law, 1964, dismissed his claim
and hence this appeal.

15 *Held*, that from the issue of a postal draft the payment becomes
payable and the right to receive payment is extinguished six
months after that date; that it is because of these explicit and
unambiguous provisions of s. 52(6) of the Law that the right
of the appellant was found to have been extinguished and the
dismissal of his claim by the learned trial Judge was in Law
20 correct; accordingly the appeal must fail.

Appeal dismissed.

* Section 52(6) provides as follows:

"Where a person entitled to benefit has not obtained payment, on the day on which the benefit is payable, his right to receive payment shall not be extinguished until six months after that date".

Appeal.

Appeal by plaintiff against the judgment of the District Court of Nicosia (HadjiNicolaou, D.J.) dated the 13th March, 1974 (Action No. 2320/72) whereby his claim for £24.200 mils as old age pension due and payable to him and/or as money due by virtue of three postal drafts was dismissed. 5

A. Georghiades. for the appellant.

N. Charalambous, Senior Counsel of the Republic, for the respondent.

Cur. adv. vult. 10

L. LOIZOU, J.: The judgment of the Court will be delivered by Mr. Justice A. Loizou.

A. LOIZOU, J.: The appellant, a person entitled to old age pension under the Social Insurance Law received from the Ministry of Labour and Social Insurance three postal drafts, one dated 16th November, 1967, for the sum of C£13.800 mils, the second dated 21st December, 1967, for the sum of C£5.000 mils and the third dated 25th January, 1968, for the sum of C£5.200 mils. On all three it was clearly recorded that they must be presented for payment within six months of their date. 15
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As, however, the appellant had filed a recourse under Article 146 of the Constitution challenging the validity of a decision of the appropriate officer of the Social Insurance Office in respect of a reduced pension he was receiving, and the recourse was pending, he was advised not to present for payment the said postal drafts. As a result the six months period lapsed and he asked the appropriate officers of the Social Insurance to issue him with new drafts so that he would be paid, but they refused to do so, hence the proceedings instituted in the District Court of Nicosia claiming the sum of C£24.200 mils, as old age pension due and payable to him and/or as money due by virtue of the three postal drafts. 25
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The learned trial Judge having heard arguments from both sides on the legal aspect of the case as there were no disputed facts, dismissed the action of the plaintiff but with no order as to costs in view of the very particular circumstances of the case. It was pointed out by the learned trial Judge that from 35

the wording of section 52(6) of the Social Insurance Law, 1964. (that was the Law in force at the time) in contradistinction to other provisions of the Law and especially that of section 51(2) which provides that if the claimant shows that there was good
 5 cause for the delay, the prescribed time shall be extended, the six months period provided in subsection 6 of section 52 of the Law within which a person entitled to benefit has to obtain payment is absolute and after its expiration every right is extinguished and for no reason can be extended. He further
 10 found that once he failed to obtain payment within six months from the date they became payable, the right to receive such benefit was extinguished and consequently his claim in the action was dismissed as being barred.

The learned trial Judge in answering the arguments advanced
 15 on behalf of the appellant-plaintiff before him dealt also with the legal position regarding cheques and their presentation for payment and the consequences for not presenting them within a reasonable time from their issue. We do not intend to take up that line of argument as in our view the matter is duly regulated by the provisions of the Social Insurance Law and in
 20 particular section 52(1)(a) and subsections 4 and 6 thereof, which provisions read as follows:

“(1) Where any person is entitled to any benefit, payment shall be made—

25 (a) at the employment exchange of the district where he lives, or at such post office or other office as the Chief Insurance Officer, after inquiry of the person may from time to time determine—

30 (4) Notwithstanding anything contained in the foregoing provisions of this Law, the Chief Insurance Officer may, in a particular case or class of cases, arrange for the payment of a benefit otherwise than weekly or otherwise than by means of postal drafts.

35 (6) Where a person entitled to benefit has not obtained payment, on the day on which the benefit is payable, his right to receive payment shall not be extinguished until six months after that date”.

From the aforesaid provisions it is abundantly clear that the payment of benefits under the Social Insurance Law can be effected inter alia at a Post Office. For that purpose a postal draft is an authorization for payment at such a Post Office.

From the issue of a postal draft the payment becomes payable and the right to receive payment is extinguished six months after that date. It is because of these explicit and unambiguous provisions of the Law that the right of the appellant was found to have been extinguished and the dismissal of his claim by the learned trial Judge was in Law correct.

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For all the aforesaid reasons the appeal is dismissed but in the circumstances we make no order as to costs

*Appeal dismissed with no order
as to costs.*