



WP(MD)No.18922 of 2014

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated: 01.06.2023

CORAM:

THE HONOURABLE MR.JUSTICE **B.PUGALENDHI**

WP(MD)No.18922 of 2014

and

MP(MD)No.1 of 2014

K.Devagi

... Petitioner

Vs

- 1.The Secretary to Government,
Housing and Urban Development,
Secretariat, Chennai.
- 2.The Registrar (Housing),
Office of the Registrar of
Co-Operative Societies (Housing),
Tamil Nadu Housing Board,
Nandanam, Chennai.
- 3.The Regional Deputy Registrar of
Co-Operative Societies (Housing),
K.K.Nagar, Madurai.
- 4.The Managing Director,
Tamil Nadu Housing
Co-Operative Housing Federation,
Nithendran Road,
Vepperi, Chennai.
- 5.The Secretary,
A-2459 Coats Vayalla Employees &
Public Service Co-Operative
Housing Development Society,
PTR Road, Narimedu, Madurai.

... Respondents



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PRAYER: Writ Petition filed under Article 226 of the Constitution of India seeking a writ of certiorarified mandamus calling for the records pertaining to the impugned order dated 21.02.2011 issued by the 5th respondent and quash the same and consequently direct the respondents to take all necessary steps to avail group insurance scheme to compensate the dues to be paid by the petitioner's husband and also direct the respondents not to dispossess the petitioner from D.No.1017, Solai Alagu Puram, 1st street, G.Thiruppathi Nagar, Madurai except in accordance with law.

For Petitioner : Mr.PR.Prithiv Raj
For Respondent : Mr.S.Shaji Bino,
Nos.1 to 3 Special Government Pleader
For Respondent : Mr.S.Muruganandham
No.5
For Respondent : No representation
No.4

ORDER

The petitioner's husband has availed a housing loan from the 5th respondent society to the tune of Rs.2,80,980/- and he died on 18.11.2010. According to the petitioner, his husband was a member of group insurance scheme and as per the scheme, after the death of a subscriber, the legal heirs are not liable to pay the balance dues to the



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society. Therefore, the petitioner, by relying upon the group insurance scheme, has made a representation to waive the loan dues and also requested to return the documents. This representation was rejected and the petitioner was directed to pay a sum of Rs.4,58,805/-, as outstanding dues. Challenging the same, the petitioner has filed this writ petition.

2.The learned Counsel for the petitioner submits that as per the scheme, the borrowers have to be added in the group insurance scheme and it is the responsibility of the society to pay the monthly premium to the insurance company and the petitioner's husband died on 18.11.2010. Therefore, the petitioner is entitled for the benefits under the group insurance scheme.

3.The learned Counsel for the petitioner has relied on the circular issued by the General Manager, Tamil Nadu Housing Board and the relevant portion is extracted hereunder:



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“உ.முதன்மைச் சங்கத்தில் கடன் பெறும் எந்த ஒரு நபருக்கும் குழபாதுகாப்புறுதித் திட்டத்தின் பயன் விருபட்டும் போய்விடாமல் கவனமாக பார்த்துக் கொள்ள வேண்டும். குழகாப்பீட்டு சந்தாவை தவறாமல் முதன்மைச் சங்கம் உரிய தேதியில் இணையத்திற்கு செலுத்த வேண்டும். முதன்மைச் சங்கங்கள் சந்தாவை செலுத்திடத் தவறினால், உறுப்பினர் யாருக்கேனும் இறப்பு நேரிடில், நிலுவையிலுள்ள கடன் தொகை முழுவதையும் முதன்மை சங்கமே ஏற்க நேரிடும். குழகாப்பீட்டு சந்தா தொகை செலுத்தியவர்களுக்கு மட்டுமே இணையும் ஆயுள் காப்புறுதிக் கழகத்திடமிருந்து இத்தொகையை பெற்றுத்தர இயலும். இத்திட்டத்தைச் சரிவர செயல்படுத்தாத சங்கச் செயலாளர்களே தங்கள் சொந்தப் பொறுப்பில் இத்தொகையை ஈடு செய்ய வேண்டிவரும். ”

4.The learned Special Government Pleader appearing for the official respondents submits that the petitioner's husband availed loan in the year 2000, repaid the dues regularly till 2001, thereafter he was irregular in repayment and after 2007 he has never repaid the dues to the society.

5.According to the learned Special Government Pleader, the premium amount is 1% of the monthly due towards the housing loan and it needs to be deducted from the due amount and would be paid to the insurance company. Since



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this petitioner's husband Krishnan did not pay the due properly, the petitioner cannot claim any benefit under the group insurance scheme.

6.This Court considered the rival submissions and perused the materials placed on record.

7.Admittedly the petitioner's husband has availed the housing loan in the year 2000 and he was also made as a member in the group insurance scheme. The conditions of the group insurance scheme are also communicated vide proceedings in Na.Ka.No.2199/99-2000/A1, dated 12.04.1999. As per class 3 of the said conditions, the payment of premium for the group insurance scheme vests with the society and therefore, it is the responsibility of the respondent society to pay the premium amount to the insurance company. It cannot take advantage that the petitioner has not paid the dues properly and therefore she is not entitled for the benefits under the scheme.

8.In the result, this writ petition is allowed and the impugned order is set aside and the petitioner shall not be



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dispossessed. No costs. Consequently connected
miscellaneous petition is closed.

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Internet : Yes / No

dsk

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