IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6499 of 2009

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Sunil Kumar Sinha, son of late Jugeshwwar Prasad Sinha, resident of Mohalla Lallu Pokhar, P.S. Kasim Bazar, P.O. and District Munger.

.... Petitioner/s

Versus

1. The Chief General Manager, United Bank of India, Head Office, 16 Old Court House Street, Kolkata 700001.
2. The General Manager, United Bank of India, Head Offices, 16 Old Court House Street, Kolkata-700001.
3. Rejoinder Manager United Bank of India, Regional Office, Patna, Bihar.
4. The Branch Manager, Munger United Bank of India, Dist. Munger.

.... Respondent/s

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Appearance :
For the Petitioner/s : Mr. Indu Bhushan, Adv.
For the Respondent/s : Mr. Manoj Kumar Sinha

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT
Date: 27-01-2015

Heard learned counsel for the parties.

As with regard to the following prayer made in this writ application,

"1. ---- commanding the respondents to return the amount of policy of L.I.C. bearing policy No. 510236736 date of certificate 28.02.1989 in the name of Sunil Kumar Sinha, Second policy of L.I.C. bearing Policy No. 520232004 dated of certificate 28.01.1993 in the name of Sunil Kumar Sinha and third policy of L.I.C. bearing policy No. 510337133 D.O.C. 28.3.90 in the name of Smt. Bandana Sahay after adjusting the amount of loan of Rs. 15,000/- with interest in Loan account No. 911/98 which was taken by the petitioner in the year 1998 against the surrender value certificate of L.I.C. in the light of application dated 09.12.1999 addressed to the Branch Manager United Bank of India Branch Munger in the saving

Account of the petitioner bearing A/c no. 3815."

the respondent Bank has taken following stand in paragraph no.6 of the counter affidavit;

> *"6. That the petitioner along with his wife Smt. Bandana Sahay had jointly taken loan of Rs. 15,000 from the respondent Bank vide loan A/c No. 911/98 by pledging their three L.I.C. Policies (i) 510337133 in the name of Bandana Sahay, (ii) 520232004 & (iii) 510236736 both in the name of Sunil Kumar Sinha. The said L.I.C. Policies were absolutely assigned in favour of the respondent Bank vide registration No. 312, 313 & 314 dated 05.09.98. The said loan account has become N.P.A. on 31.12.2003. The respondent Bank had submitted the said assigned Policies to the L.I.C. Munger vide letter dated 16 6/4 for payment but as yet the payment has not been made to the bank because the said loanees are defrauded a huge amount of L.I.C. Munger in a capacity of an Agent and both the loanees i.e. Petitioner and Bandana Sahay are facing trial under criminal cases (Vigilance) as well as in civil cases and due to the said fraud & Vigilance cases their L.I.C. Policies/bond have been seized by the Vigilance and as such considering the aforesaid facts the reliefs as prayed in para-1 is not sustainable in the eyes of law."*

Learned counsel for the petitioner in reply has submitted that the aforesaid L.I.C. policies has not been seized by the Vigilance Department and, in fact, the Bank has now already got the payment of the amount covered by the three L.I.C. policies but, then, the amount which has been received by the Bank is in excess to that of the claim.

In the considered opinion of this Court, once this aspect is not denied by the petitioner that he had taken a loan and for that purpose had pledged his LIC Policy as security, the action of the Bank either in recovering the amount from those L.I.C. policy or adjusting its loan amount cannot be questioned by the petitioner either on fact or in law.

The rest of the grievance of the petitioner that the Bank has now access to his account, also being is a matter of calculation can not be decided by this Court and if the petitioner approaches the authorities of the Bank and satisfies that after the full loan of the Bank of the petitioner along with the interest till the date of realization of such amount from the authorities of the LIC had been satisfied, the rest of the amount, if any left in the credit of the Bank from the petitioner to which the Bank will have no right to retain, must be returned to him. If on the other hand the Bank does not find any amount to be returned to the petitioner, it will only send intimation to the petitioner in this effect with its calculation and reasons.

In order to expedite this exercise, this Court would give liberty to the petitioner to file a self-contained representation to the competent authority of the Bank who thereafter will take a decision and also do the needful as indicated above.

With the aforementioned observation and direction, this application is disposed of.

(Mihir Kumar Jha, J)

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