

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE SMT. JUSTICE P.V.ASHA

MONDAY, THE 25TH DAY OF MAY 2015/4TH JYAISHTA, 1937

WP(C).No. 2980 of 2012 (V)  
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PETITIONER:  
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CICILY K.JACOB AGED 55 YEARS  
VADAKETHAKADIYAL, T.C. 2/851(2) ATTINKUZH  
KAZHAKKOOTTAM P.O. THIRUVANANTHAPURAM 695582

BY ADVS.SRI.P.N.SANTHOSH  
SMT.K.P.GEETHA MANI

RESPONDENTS:  
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1. STATE BANK OF TRAVANCORE  
REPRESENTED BY ITS MANAGING DISRECTOR, POOJAPPURA  
THIRUVANANTHAPRUAM 695012

2. THE BRANCH MANAGER  
STATE BANK OF TRAVANCORE PATTOM BRANCH  
THIRUVANANTHAPURAM, 695004

3. THE BANKING OMBUDSAMN,  
OFFICE OF THE BANKING OMBUDSMAN  
(KERALA UNION TERRITORY  
LAKSHADWEEP & MAHE) RESERVE BANK OF INDIA  
THIRUVANANTHAPURAM 695033

4. THE ADMINISTRATIVE OFFICER,  
SBI LIFE INSURANCE COMPANY LTD' 4TH FLOOR  
KHADI TOWER, NEAR KALOOR PRIVATE BUS STAND, KALOOR  
ERNAKULAM, KOCHI 682017

R1,R2 BY ADV. SRI.R.S.KALKURA

R1,R2 BY ADV. HARISH GOPINATH

R4 BY ADV. SRI.K.JAJU BABU

R4 BY ADV. M.U.VIJAYALAKSHMY

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON  
25-05-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

RKC

APPENDIX

PETITIONER'S EXHIBITS

EXT.P1: A TRUE COPY OF THE SANCTION LETTER DT 28/10/2006 ISSUED BY THE 2ND RESPONDENT

EXT.P2: A TRUE COPY OF THE COMMUNICATION NO.AGM/1/TVM DT 30/3/2011 ISSUED BY THE 2ND RESPONDENT TO THE PETITIONER

EXT.P3: A TRUE COPY OF THE NOTICE DT 28/7/2011 ISSUED IN THE NAME OF THE HUSBAND OF THE PETITIONER BY THE 2ND RESPONDENT

EXT.P4: A TRUE COPY OF THE COMPLAINANT DT 8/8/2011 FILED BY THE PETITIONER BEFORE THE 3RD RESPONDENT

EXT.P5: A TRUE COPY OF COMMUNICATION NO.DGM/T/RTI COMP/297 DT 19/9/2011 ISSUED BY THE CENTRAL PUBLIC INFORMATION OFFICER (CHIEF MANAGER) OF THE RESPONDENT BANK

EXT.P6: A TRUE COPY OF THE REMINDER DT 20/9/2011 SUBMITTED BY THE PETITIONER BEFORE THE 3RD RESPONDENT

EXT.P7: A TRUE COPY OF THE REPRESENTATION DT 31/10/2011 SUBMITTED BY THE PETITIONER BEFORE THE 3RD RESPONDENT

EXT.P8: A TRUE COPY OF THE COMMUNICATION OBO(T) NO.3527/16590/2011-12 DT 17/11/2011 ISSUED TO THE PETITIONER FROM THE OFFICE OF THE 3RD RESPONDENT

EXT.P9: A TRUE COPY OF THE STATEMENT FILED BY THE 2ND RESPONDENT DT 16/9/2011 BEFORE THE BANKING OMBUDSMAN.

EXT.P10: A TRUE COPY OF THE APPLICATION DT 12/12/2011 SUBMITTED BY THE PETITIONER BEFORE THE ADMINISTRATIVE OFFICER S.B.I. LIFE INSURANCE COMPANY LTD. KALOOR.

EXT.P11: A TRUE COPY OF THE REPLY DT 12/1/2012 GIVEN BY THE S.B.I. LIFE INSURANCE COMPANY TO THE PETITIONER.

1ST AND 2ND RESPONDENTS' EXHIBITS

R1(A): COPY OF THE LOAN-APPLICATION SUBMITTED BY THE PETITIONER AND HER LATE HUSBAND, DT.15.9.06

R1(B): COPY OF THE MEMORANDUM OF LOAN AGREEMENT FOR HOUSING LOAN GRANTED TO PUBLIC, DT.28.10.06, ENTERED INTO BY THE PETITIONER AND HER LATE HUSBAND WITH R2.

RKC

TRUE COPY

PA TO JUDGE

**P.V.ASHA, J.,**

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**W.P.(C) No.2980 of 2012**  
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**Dated this the 25<sup>th</sup> day of May, 2015**

**JUDGMENT**

The petitioner approached this Court for a declaration that she is entitled to get benefit of insurance coverage of Dhanaraksha policy taken by her husband under the SBI Life Insurance Scheme and for a direction to the respondents to grant her the benefit of Insurance Coverage and to close the loan account taken by her husband.

2. The petitioner's husband late Sri.V.A.Joseph had availed a housing loan from the State Bank of Travancore Pattom Branch, Thiruvananthapuram. According to the petitioner, she was the guarantor for it. Consequent to the death of her husband on 12.3.2011, the bank initiated steps to recover the amount due towards the loan. When the petitioner claimed the benefit of insurance coverage, she was informed that there was no insurance coverage availed by her husband, even though a sum of Rs.68,621/- was sanctioned for the same. The petitioner had approached the Banking Ombudsman in respect of her claim and by Ext.P8, the Banking Ombudsman rejected her complaint. It is under this circumstance, the petitioner has approached this Court.

3. The respondents have filed a counter affidavit disputing the claim of the petitioner stating that there was no insurance coverage

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granted, though it was sanctioned, as there was no proposal received from the husband of the petitioner and the petitioner is thus not entitled to any relief.

4. The learned counsel appearing for the petitioner submitted that the entire amount towards the loan amount was paid. Therefore the writ petition can be closed, keeping the question regarding her claim on the sum of ₹68,621/- alleged to have been sanctioned towards the insurance coverage, which, according to the petitioner has been debited in the loan amount and the repayment was scheduled in accordance with the total amount sanctioned.

In the above circumstances, the writ petition is closed, granting liberty to the petitioner, to take up the matter in appropriate authorities, regarding her claim on the above amount towards the insurance coverage.

sd/-  
**P.V.ASHA,**  
**JUDGE.**

rkc