IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.10983 of 2016

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Amrendra Kumar son of Rajdeo Sah Resident of Village- Raksha Eastern Tola, PS Karja, Distt. - Muzaffarpur,

.... Petitioner/s

Versus

1. The Central Bank of India, Represented through the Regional Manger, Regional Office, Kalambagh Road Muzaffarpur.
2. The Regional Manager, Regional officer, Central Bank of India , Kalambagh Road Muzaffarpur.
3. The Branch Manager, Central Bank of India, Marwan, P.O.- Marwan, Via- Patahi, Distt. Muzaffarpur.
4. The General Manager, Cholamandalam MS. General Insurance Company Ltd. 'Dare House' II floor, Old No. 234 New No. 2, NSC Bose Road, Chennai 800001 India
5. The Authorized Signatory Cum Head, Cholamandalam MS General Insurance Company Ltd,. Muzaffarpur

.... Respondent/s

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Appearance :
For the Petitioner/s : Mr. Manoj Kumar Manoj
For the Respondent/s : Mr. Ajay Kumar Sinha

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY
ORAL JUDGMENT
Date: 18-07-2017

Heard learned counsel for the parties.

In this case, the petitioner has made a prayer for issuance of writ by commanding the respondent bank to release the insurance claim from respondent nos. 4 & 5 being the intermediary between the petitioner and the Insurance Company as per assessment made in the light of the instruction cum assessment report dated 22/23-06-2015 and claimed amount may be handed over to the petitioner in the interest of justice.

The petitioner has taken loan of Rs. 3 lacs for running the poultry farm, namely, M/s Kumar Poultry Farm situated in the village Bangari, P.O. Marwan, P.S. Kanti, Dist. Muzaffarpur for running the business from the Central Bank of India, Marwan Branch, Muzaffarpur and also got insurance coverage from the General Insurance through Bank covering fire incidents and other incident took place in the poultry farm. All on a sudden, on 19.06.2015 at about 10 PM, a fire caught spread over the poultry farm of the petitoner which caused heavy loss to the poultry farm, damaged severely to the cock, caused heavy financial loss. The Bank sent its officer for inspection and assessment and found the story to be true. The Insurance Company has also made an inspection and reported loss of Rs. 5.5 Lakhs vide report dated 22/23.06.2015 but, such amount has not been paid to the petitioner by the Insurance Company.

The Bank is only concerned with the loan amount, the Bank cannot be asked to realize the insurance amount from Insurance Company and hand over the same to the petitioner. If the Insurance Company is not settling the account to which the petitioner is entitled, the petitioner should take action in accordance with law and the Bank is not obliged to act as an agent of the petitioner. The petitioner should approach to the appropriate authority in accordance with law.

Accordingly, this Court does not find any merit in this writ application and the same is dismissed.

(Shivaji Pandey, J)

Rishi/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	21.07.2017
Transmission Date	NA