THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

W.P.NO.8974 OF 2017

O R D E R

The case of the petitioner is that he obtained policy from the respondent - Life Insurance Corporation (LIC), bearing No.6640447789 on 25.09.1989, and the date of maturity was on 25.09.2011, on which date, he is entitled to Rs.1,11,162/-, which includes the policy assured sum of Rs.50,000/-, along with bonus. On the said policy, he availed loan of Rs.1,570/- on 21.12.1992. According to the him, he is liable to pay the said principal loan amount, along with interest of Rs.4,710/- i.e., he is liable to pay an amount of Rs.6,280/- (Rs.1,570/- + Rs.4,710/-). The grievance of the petitioner is that the respondent – Corporation, instead of deducting Rs.6,280/-, from the out of the maturity amount of Rs.1,11,162/-, which is payable to him, deducted Rs.50,567/-, and paid him only an amount of Rs.60,595/- vide cheque drawn on HDFC bank bearing No.030933 dated 25.09.2011. The case of the petitioner is that he is entitled for difference amount of Rs.44,287/-. As the said amount is not being paid to him in spite of his representation dated 20.12.2016, and the legal notice dated 12.02.2017, he filed the present writ petition.

Counter affidavit is filed on behalf of the respondent – Corporation, wherein while denying the amount claimed, and the calculations made by the petitioner, it is stated as under:

"4. It is submitted that the life assured, the petitioner herein, has obtained a loan on his policy on three occasions as detailed below:

21.12.1992	-	Rs.1,570 – 00
08.11.1994	-	Rs.4,720 – 00
12.09.1997	-	Rs.6,810 – 00
	Total-	Rs.13,100-00

5. It is submitted that the policy was matured on 25.09.2011 and the maturity amount was Rs.1,11,162/-.

6. It is submitted that as stated above, the total amount was Rs.13,100/- and the interest accrued there on as on the date of maturity was Rs.37,467/-. The interest was calculated at 10.5% upto 24.09.2005 on the outstanding amount of Rs.13,100/- and at 9% from 25.09.2005 to 25.09.2011. After deducting the loan amount with interest, the net amount payable was Rs.60,595/- [Rs.1,11,162-00 – (Rs.13,100.00 + Rs.37,467.00)] and the same was paid on 25.09.2011 by way of cheque bearing No.0030933 dated 25.09.2011."

The petitioner has not filed any reply affidavit denying the averments made in the counter affidavit.

As per the averments made in the counter affidavit, on the insurance policy in question, petitioner availed loan on three occasions and the amount payable by him towards the said loans, is detailed in the counter affidavit, and it is also stated that the remaining balance, after deduction of loan amount, was paid to the petitioner on the date of maturity. But, the petitioner, in the affidavit filed in support of the writ petition, stated that he availed loan of Rs.1,570/- on 21.12.1992, on only one occasion, and he suppressed the fact of availing loans on the insurance policy in question, on two other occasions. As already noted above, these facts, which are stated in the counter affidavit, have not been denied by the petitioner by way of filing any reply affidavit. Further, the total loan amount which the petitioner is liable to pay, and the amount, which he is entitled to, from out of the total maturity amount, was intimated to the petitioner, vide letter of the Corporation dated 05.09.2011, which the petitioner filed at page No.12 of the material papers. Thus, the petitioner has not disclosed full facts about his availing loan on two other occasions on 08.11.1994 and 12.09.1997, and approached this court with unclean hands. Hence, the attempt on the part of the petitioner, in invoking writ jurisdiction by suppressing material facts, amounts to abuse of process of law, and the writ petition is liable to be dismissed, and accordingly dismissed.

Miscellaneous petitions pending, if any, shall stand closed. No order as to costs.

A.RAJASHEKER REDDY,J

DATE:15—10—2019

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