IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.09.2021

CORAM :

THE HON'BLE MR.SANJIB BANERJEE, CHIEF JUSTICE
AND
THE HON'BLE MR.JUSTICE P.D.AUDIKESAVALU

W.P.No.31062 of 2019

Brindha .. Petitioner

Vs.

1 Canara Bank
Represented by its Manager
Nanganallur Branch
IV Main Road
Nanganallur
Chennai - 600 061

2 United India Insurance Company Ltd.
No.39, Greams Road
Silingi Building
Chennai 600 006 .. Respondents

Prayer: Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus calling for the entire records of the respondent relating to the impugned notice dated 04.10.2019 issued by the 1st respondent to the petitioner and quash the same and direct the respondents to release the insured loan amount towards the loan Account No.0929619009923 and release the document.

For the Petitioner	:	Mr.A.M.Natraj
For the Respondents	:	Ms.S.R.Sumathy for respondent-1 Mr.Guruswaminathan For M/s. Nageswaran & Narichania for respondent-2

ORDER

(Made by the Hon'ble Chief Justice)

The grievance of the petitioner is that the first respondent bank has resorted to measures under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 in respect of credit facilities obtained by the petitioner's now deceased husband without waiting for the insurance claim in such regard being paid by the second respondent insurance company.

2. The petitioner claims that at the time of obtaining the credit facilities, the petitioner's husband subscribed to an insurance policy that would take care of the repayment in the event the original borrower died during the interregnum. The petitioner claims that despite due premium being paid therefor and the insurance company

being liable to repay the balance due to the bank in terms of the relevant policy, only a meagre amount was released by the insurance company resulting in the bank's claim not being satisfied and the bank resorting to measures under the said Act of 2002.

3. As far as the grievance against the bank is concerned, there is an efficacious alternative remedy available to the petitioner under Section 17 of the Act of 2002. Any person aggrieved may approach the jurisdictional Debts Recovery Tribunal upon any measure being taken by a secured creditor under Section 13(4) of the Act. The difficulty arises in the two independent causes being clubbed into one and a petition being filed in this extraordinary jurisdiction. While it is possible to look into the claim against the insurance company, though even in such case there is a Consumer Forum that may be approached, in the light of the plight of the petitioner upon her husband's death, the court may entertain the petition as against the insurance company; but the grievance against the bank cannot be taken up without the petitioner approaching the appropriate DRT under Section 17 of the Act of 2002.

4. Accordingly, W.P.No.31062 of 2019 is disposed of by leaving

the petitioner free to approach the appropriate DRT in accordance with law in respect of the petitioner's grievance against the first respondent bank. As far as the grievance against the insurance company is concerned, it will be open to the petitioner to pursue the same, including by applying afresh under Article 226 of the Constitution notwithstanding this order. However, if the petitioner is so advised to file a subsequent writ petition against the insurance company herein, the claim against the bank cannot be included as a part of the petition. There will be no order as to costs. W.M.P.No.31172 of 2019 is closed.

(S.B., CJ.) (P.D.A., J.)
14.09.2021

Index : No

kpl

To:

1 The Manager,
Canara Bank
Nanganallur Branch
IV Main Road Nanganallur
Chennai - 600 061

2 United India Insurance Company Ltd.
No. 39 Greams Road
Silingi Building, Chennai 600 006

THE HON'BLE CHIEF JUSTICE
AND
P.D.AUDIKESAVALU, J.

(kpl)

W.P.No.31062 of 2019

14.09.2021