BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
DATED: 03.08.2021
CORAM
THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY
W.P.(MD).No.13335 of 2021

Gomathi ...Petitioner

Vs

1.The Regional Manager,
Life Insurance Corporation Housing Finance Limited,
Harington Chamber,
Block C, 30/1 (A) Abdul Razak, 1st street,
Saidapet,
Chennai.
2.The Zonal Manager,
Life Insurance Corporation of India,
Zonal Office,
102 Annasalai,
Triplicane, Chennai.
3.The Senior Divisional Manager,
Life Insurance Corporation of India,
No.6 Gandhiji Road,
Thanjavur. ... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondent corporation to adjust the balance loan amount payable by the petitioner's husband as on 08.11.2016 from the amounts payable to the petitioner husband on his death and to deposit the balance amount payable to the petitioner to the account of the above S.O.P.No.2/2017 on the file of the learned District Munsif, Trichy by considering the petitioner's representation dated 24.06.2021 within the time stipulated.

For Petitioner : Mr.B.Jameel Arasu

ORDER

The petitioner seeks a direction to the Life Insurance Corporation of India to adjust the amounts outstanding towards the loan availed of by her husband from the Life Insurance Corporation Housing Finance Limited against amounts said to be due by way of terminal benefits to her husband from the Life Insurance Corporation of India.

2. The petitioner states that her husband was an employee of the Life Insurance Corporation of India. It is stated that he died on 08.11.2016. The petitioner further states that terminal benefits have not been paid to her consequent to her husband's death.

3.The petitioner also stated that her husband had availed of a loan from the Life Insurance Corporation Housing Finance Limited. The said Housing Finance Corporation has called upon the petitioner by a notice dated 21.06.2021 to pay a sum of Rs.41.53 lakhs towards such loan account arrears. The petitioner's case is that the amounts due towards such loan amount should be adjusted against the terminal benefits payable by the Life Insurance Corporation of India to the petitioner.

4. The relief claimed by the petitioner is misconceived for more than one reason. First, the Life Insurance Corporation Housing Finance Limited is a separate and distinct legal entity, although the Life Insurance Corporation of India may be a share holder thereof. Consequently, amounts payable towards the loan availed of by the petitioner's late husband from the Life insurance Corporation Housing Finance Limited cannot be adjusted against the terminal benefits of the petitioner's husband. Secondly, a mandamus is not ordinarily be issued unless the petitioner is able to establish that the authority has failed to discharge a statutory obligation in spite of being called upon to do so. The petitioner has completely failed to satisfy the said requirement.

5. Accordingly, there is no merit in the present writ petition. Consequently W.P.(MD).No.13335 of 2021 is dismissed without any order as to costs. Nevertheless, it is clarified that it is always open to the petitioner to make a claim for the terminal benefits of her husband from the Life Insurance Corporation of India in accordance with law.

Sd/-

Assistant Registrar (AS)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

sbn

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