31-01-2022
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**WPA 19925 of 2021**
Glory Furnishers Pvt. Ltd. & Anr.
**-Versus-**
The Axis Bank Limited & Ors.
**(Via Video Conference)**

Mr. Amitesh Banerjee, ld. Sr. St. Counsel,
Mr. Subhabrata Datta,
Mr. Aranya Saha
...for the petitioners

Ms. Soni Ojha
...for the respondent nos. 1, 2 and 3

Ms. Sambrita B. Chatterjee
...for the respondent nos. 4, 5 and 6

The writ petitioner no.1 is aggrieved by the conduct of the Axis Bank Limited and the HDFC Life Insurance Company Limited on a two-fold ground.

Firstly, that the Axis Bank has wrongfully closed down and transferred all operations in the current account into the Cash Credit Account. The next grievance is that the HDFC Life Insurance Company Limited, who has underwritten the losses in the loan accounts, has honoured the Insurance claims of dues by the IDFC First Bank and the Magma Fincorp Ltd. from the petitioner, but has declined the claim under the policy of the Axis Bank Limited.

It is submitted that the terms and conditions of the three policies are all same. The three bankers all are Schedule Bank/NBFCS within the meaning of the Reserve Bank of India Act, 1934.

The HDFC Life has issued a similar policy to all three bankers on account of the petitioner. One Nabanita Basu Banerjee, is currently director whose husband late Riddhi Pratim Banerjee was running the company.

The maintainability of the writ petition can be questioned.

The rejection of the claim of the petitioner, by the HDFC Life, has been communicated to the Axis Bank Limited which in turn informed the petitioner after filing of the writ petition. A communication has been received by the petitioner dated August 31, 2021, asking the petitioner to submit documents afresh.

This Court is extremely displeased at the casual and cavalier manner in which the Axis Bank Limited has handled communications and transactions with the writ petitioner.

Without addressing the question of maintainability of the writ petition, this Court disposes the writ petition with the following directions;

(a) The Axis Bank Limited shall upon due notice, and concurrence of the petitioner, submit all claim documents afresh on the insurance policy issued by the HDFC Life Insurance Company Limited to the petitioner while her husband was alive.

(b) The HDFC Life Insurance Company Limited shall pass suitable orders on the insurance policy. It shall be borne in mind that two similar policies issued by them, on account of IDFC Bank and the Magma Fincorp Ltd. have been duly honoured and paid of.

(c) The petitioner shall make a comprehensive representation before the banking Ombudsman as regards the closure of the current account of the petitioner and transferring transaction into the Cash Credit Account, within a period of 15 days from date.

(d) Upon receipt of the complaint, the Ombudsman shall proceed to decide the matter in accordance with law, within a period of one month thereof.

It is made clear that this Court has not entered into the rival claims and contentions of the parties or even the maintainability of the writ petition.

Since the respondents have not used the affidavits, the allegations made in the writ petition, shall not be deemed to have been admitted by them.

There shall be no order as to costs.

All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

**(Rajasekhar Mantha, J.)**