IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.03.2023

CORAM :

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

Writ Petition No.26831 of 2012
and
M.P.No.1 of 2012

V.Lakshmipathi ...Petitioner

-Vs-

1. The Chief Manager,
Indian Bank, Retail Banking Segment,
Indian Bank Building, 3rd Floor,
Prakasam Road, T.Nagar, Chennai-17.

2. The Branch Manager,
Indian Bank, Chromepet Branch,
No.10, Bashyam Nagar, Radha Nagar,
Chomepet, Chennai-44.

3. The General Manager,
Indian Bank, Head Office,
No.66, Rajaji Salai, Chennai-1.

4.The Life Insurance Corporation of India (Zonal Office)
IB Griha Jeevan Scheme,
New No.153, Old No.102,
LIC Building, 11th floor,
Anna Salai, Mount Road, Chennai-600002. ...Respondents

(R4 impleaded vide order dated 08.03.2023 made in WMP.20057/2020 in WP.26831/2012 by SMSJ)

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Mandamus, directing the respondents to forthwith set off the debit balance of Rs.10,00,000/- under the home loan scheme of IB Griha Jeevan of life cover pursuant to the death of 1st borrower Mrs.G.Thamilarasi and after adjusting the same to permit the petitioner for one time settlement towards the remaining balance due to the bank.

For Petitioner	: Mr.L.Chandrakumar
For Respondents	:
(for R1)	: Dismissed vide Court order dated 15.12.2014
(for R2)	: Mr.T.Sundar Rajan
(for R3)	: No Appearance
(for R4)	: Mr.K.Chandu Suranjan

ORDER

The writ petition has been filed to direct the respondents to forthwith set off the debit balance of Rs.10,00,000/- (Rupees Ten Lakh Only) under the home loan scheme of IB Griha Jeevan of life cover pursuant to the death of 1st borrower Mrs.G.Thamilarasi and after adjusting the same to permit the petitioner for one time settlement towards the remaining balance due to the bank.

2.The petitioner states that he along with his wife borrowed a home loan of Rs.13,40,000/- (Rupees Thirteen Lakh & Forty Thousand only) which was sanctioned by the respondent bank. The wife of the petitioner subsequently died on 21.05.2012. The learned counsel for the petitioner states that the petitioner is continuously paying the monthly installments without any default and on account of the death of his wife, who was the co-applicant in the loan, the petitioner is entitled to set off the insured amount as per the policy. Therefore, the respondents are bound to set off the debit balance of Rs.10,00,000/- (Rupees Ten Lakh Only) under the Home Loan Scheme of "IB Griha Jeevan".

3.The learned counsel appearing on behalf of the respondent Indian Bank raised an objection by stating that the petitioner is not falling within the terms and conditions stipulated for insurance coverage. No insurance policy exists for the purpose of considering the case of the writ petitioner to set off. It is contended that up to the loan amount of Rs.10,00,000/- (Rupees Ten Lakh Only), there is no need for medical examination and in the present case, the loan sanctioned was for Rs.3,40,000/- (Rupees Three Lakh & Forty Thousand only), and therefore, the requisite conditions are to be complied with for availing the benefit of the insurance policy. As per the bank records, there is no insurance policy in force for the purpose of considering the case of the writ petitioner.

4.The learned counsel for the petitioner states that the petitioner is falling within the insurance policy and therefore entitled for the relief.

5.Such disputed facts arising from and out of a contractual obligation cannot be adjudicated in a writ proceedings under Article 226 of the Constitution of India. Such disputes are to be resolved only by conducting an inquiry based on the documents and evidence. The petitioner, if at all is possessing any insurance policy in his favour or in favour of his wife, he is at liberty to produce the same before the competent authorities. In the event of the non-availability of any such policy and the writ petitioner having any grievance regarding the loan transaction or based on the contractual obligations/applications, he has to approach the competent forum for the purpose of redressal of his grievances.

6.Accordingly, the writ petition stands **dismissed**. No costs. Consequently, connected miscellaneous petition is closed.

08.03.2023

(2/2)

Index:Yes/No
Speaking order/Non-speaking order
Neutral Citation:Yes/No
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S.M.SUBRAMANIAM, J.

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