IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6318 of 2024

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1. Nilesha Devi W/o Late Narendra Kumar @ Narendra Kumar Singh, S/o Late Sita Sharan Singh Resident of Ward No. 18, Nahar Chowk, Rajopath, Sitamarhi, Chakmahila, Sitamarhi Bazar, Bihar- 843302
2. Amrendra Kumar Singh Son of Late Sita Sharan Singh Resident of Ward No. 18, Nahar Chowk, Rajopath, Sitamarhi, Chakmahila, Sitamarhi Bazar, Bihar- 843302 ... Petitioners

Versus

1. The Union of India through its Secretary from Department, Govt. of India.
2. The Managing Director (CEO) of HDFC, Ergo General Insurance Company Ltd., 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East Mumbai- 400059 (Near Metro Station).
3. The General Manager, HDFC ERGO Health Insurance Company (East while Apollo Munich Health Insurance Company, Fraser Road, Patna- 800001.
4. The Managing Director, Canara Bank, 112 J.C. Road, Banglore-560002
5. The Zonal Manager, Canara Bank, 2nd Floor, Maurya Tower, Patna- 800001.
6. The Senior Branch Manager, Canara Bank, Sitamarhi Branch, Krishna Market, Dumara Road, Sitamarhi- 843302. ... Respondents

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Appearance :
For the Petitioner : Mr.Binod Kumar Pandey, Adv.
For the Respondents : Mr.Additional Solicitor General

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL ORDER

13 21-04-2025 Heard the parties.

2. The present writ petition has been filed for the following relief(s) :

(i) That the respondents No. 3 General Manager of Canara Bank may kindly be strictly directed to make payment of insured amount of Rs. 20,00,000/- (Rupees Twenty Lakh) only either to the Canara Bank, Sitamarhi Branch or in the account of petitioner No. 1 so that the House Mortgaged for the purpuse of Sanctioning Housing Loan could be part and house

by released in favour of the petitioners.

(ii) That the respondents be also directed to pay the entire insurance amount in favour of the petitioners because the death of husband of the petitioner namely Late Narendra Kumar Singh had died on 28.04.2021, due to cardio respiratory failure, Heart attack.

(iii) That the respondents be also directed to make payment of aforementioned insured amount in the light of insurance policy certificate No. ASC0003236, Application No. CL00031944 dated 30 August 2018, which was valid up till 07 August, 2023.

(iv) That the Respondents Bank be also strictly directed to hand over the possession of house in favour of the petitioners because the loan and House both were insured for the purpose unnatural death such Bank has illegally taken the possession of the House.

(v) That the amount of insured money may kindly be directed to be paid alongwith 18% percent per Annam interest since the death of the husband of the petitioner till the death of final payment.

(vi) That any other relief or relief may kindly be granted in favour of the petitioners as it may be deemed fit and proper to the facts and circumstances of the case.

3. It is the case of the petitioner that the petitioner no. 1 is the widow of late Narendra Kumar who had taken a housing loan from the Respondent-Bank. That at the time of taking the housing loan the husband of the petitioner no. 1 had taken an insurance with HDFC Ergo (Erstwhile Apollo Munich Health Insurance Company), i.e., Respondent No. 3 herein to protect and secure the housing loan. That husband of petitioner no. 1 died on 28.04.2021 and immediately thereafter the petitioner has informed the Respondent No. 3 about the insurance and sought payment of the insurance amount so as to enable her to clear the housing loan. However, the Respondent No. 3 till date has not processed her claim nor responded to her representations. Learned counsel has stated that number of representations have been given to Respondent No. 3 but till date there is no response as such. That on the other hand the Respondent-Bank is pressurizing the petitioner to clear the housing loan and invoking the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act for recovery of the loan amount. That the petitioner left with no other alternative relief has approached this Hon’ble Court by way of CWJC.

4. When the matter was listed for admission this Court

vide order dated 15.05.2024 had directed the petitioner to take out notice on Respondents 2 and 3. Thereafter notices were served on Respondent No. 2 and 3. That as per the office report no vakalatnama has been filed on behalf of Respondents No. 2 and 3. Having regard to the same this Court vide order dated 03.09.2024 had set Respondents No. 2 and 3 as ex parte.

5. Today when the matter listed under the heading for admission learned counsel for the petitioner stated that having regard to the fact the Respondents No. 2 and 3 have being set ex parte, a direction may be given to Respondents 2 and 3 to process the claim application of the petitioner and direct them to pay the insurance amount. Learned counsel appearing on behalf of the Respondent-Bank has stated that there is no relief sought for by the petitioner against the Bank in the present CWJC and the relief is only against the Respondents 2 and 3 and Bank is nothing to do with the same.

6. Having regard to the above mentioned facts and circumstances this Court deems it expedient to direct the Respondent 3 to consider the representations made by the petitioner (Annexure 6 series) as expeditiously as possible preferably within a period of four weeks from the date of receipt of a copy of this order. In case the claim of the petitioner is

found to be genuine the Respondents 3 is directed to pay the insurance amount to the petitioner or credit the same to the housing loan taken by the husband of petitioner no. 1. In case any clarification is sought by the Respondent No. 3 from the petitioner she shall be put on notice and given an opportunity of producing any documents that may be needed for processing the insurance claim of the petitioner.

7. With the above directions, the Writ Petition stand disposed of.

(A. Abhishek Reddy, J.)

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