IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.1401 of 2019
In
Civil Writ Jurisdiction Case No.22910 of 2013

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1. The State Bank of India, Patna through the Chairman, State Bank of India Bhawan Madam Kama Road, Mumbai- 400021.
2. The Assistant General Manager State Bank of India, Retail Assets Centralized Processing Centre, Patna.
3. The Branch Manager, State Bank of India, High Court Branch, Patna, P.S. Kotwali, District - Patna.

... ... Appellants

Versus

1. Birendra Pathak S/o Late Bachchu Pathak Resident of Quarter No. 17, High Court Campus, Patna, P.S. Kotwali, District - Patna.
2. The State Bank of India Life Insurance Company 2nd Floor Tumer Morrison Building G.N. Vidya Marg Fort Mumbai- 400001.

... ... Respondent/s

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Appearance :

For the Appellant/s	:	Mr.Anjani Kumar Mishra, Advocate Mr. Ambarish Bhardwaj, Advocate
For SBI Life	:	Mr. Bindhyachal Rai, Sr. Advocate
For the Respondent/s	:	Mr.Shrinath Mrngho, Advocate

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE S. B. PD. SINGH
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)

Date : 22-07-2025

On 17.06.2025 matter was heard at length and the following order was passed:

> *"Petitioner/Competent Officer is hereby directed to file his/her personal affidavit insofar as what action has been taken by the appellant-bank insofar as insisting the concerned respondent to comply relevant clause insofar as payment of premium of SBI Life (Yearly). In this regard, necessary documents shall be placed on record during the period from 01.09.2009 to*

01.09.2012.

2. Relist this matter on 15.07.2025."

2. Personal affidavit has been filed by Rakesh Kumar, Chief Manager, State Bank of India, Patna. He has not answered to our previous order insofar as what are the communication made by the Appellant-Bank to the Loan borrower during the period from 01.09.2009 to 01.09.2012. In order to appreciate that there is an action on the part of the Appellant to procure SBI Life (Yearly) while paying premium payment. Therefore, there is a lapses on the part of officials of the Appellant in not insisting loan borrower to secure SBI Life (Yearly) while paying payment of premium.

3. Having regard to these facts and circumstances, the Appellants have not made out a case so as to interfere with the order of the learned Single Judge. Accordingly, L.P.A No. 1401 of 2019 stands dismissed.

4. Pending I.As, if any, stands disposed of.

(P. B. Bajanthri, J)

(S. B. Pd. Singh, J)

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AFR/NAFR	NAFR
CAV DATE	NA
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