S/L 12
12.12.2025
Court. No. 25
chanchal

WPA 20543 of 2025

Ranjan Das
Vs.
Canara Bank & Ors.

Mr. Ayan Kumar Boral
Ms. Saswati Sengupta
...for the Petitioner.

Mr. Farooque Ali
...for the respondent nos. 1 & 2/Bank

Mr. Guddu Singh
... for the respondent nos. 3 to 6

1. The petitioner has filed the present writ application praying for a mandamus directing the respondent Nos. 1 i.e. Canara Bank, Kamarhati Prabartak Jute Mill Branch for payment of compensation to the tune of Rs. 52,00,000/-. The petitioner has obtained financial assistance from the bank. The loan facility was secured by hypothecation of stock of materials lying in the shop of the petitioner. The petitioner insured the materials purchased for the purpose of the business of the petitioner.

2. Due to the attack of cyclone, namely, Amphan on 20th May, 2020 the entire stock of the petitioner amounting to Rs. 11,00,000/- lying in the shop of the petitioner was got damaged due to heavy rainfall and water logging. The petitioner has intimated the same to the bank on 21st May, 2020 with the request to take necessary steps to get the insurance claim.

3. It is the case of the petitioner that the bank has never informed to the insurance company that the petitioner has lodged insurance claim. When the petitioner first came to know, the petitioner has filed his claim to the insurance company and copy was also forwarded to the bank.
4. The bank has admitted that the petitioner has sustained damage due to the Amphan but due to the lockdown the bank could not intimate the same to the insurance company with regard to the insurance claim of the petitioner but subsequently the bank requested the insurance company for taking leniency and for release of the claim of the petitioner in terms of the insurance policy. The petitioner submits that due to the delay on the part of the bank, the petitioner could not get the benefit of the insurance claim of the damaged stock of the petitioner.
5. Learned Counsel for the respondent Nos. 1 & 2/Bank submits that the petitioner has filed the present writ application claiming Rs. 52,000,00/- from the bank but the petitioner has not disclosed any document how the compensation of Rs. 52,00,000/- can be ascertained by this Court in a writ proceeding. Counsel for the respondent Nos. 1 & 2/Bank further submits that it is admitted that the petitioner had the insurance policy with regard to the stock and the said stocks have been

damaged due to the Amphan Cyclone but the petitioner had the duty to inform the same to the insurance company for getting the insurance claim but the petitioner failed to inform the same to the insurance company. He submits that the bank is not liable to pay the compensation as claimed by the petitioner.

6. Learned counsel appearing for the insurance company submits that though the petitioner had the insurance policy with regard to the stock but the petitioner failed to inform the insurance company with regard to the damage. The petitioner has only informed to the insurance company after a period of 10 months. The insurance company has relied upon the Standard Fire and Special Perils Policy wherein it is categorically mentioned that "on the happening of any loss or damage, the insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss of damage or such further time as the Company may in writing allow in that behalf, deliver to the Company". The learned counsel appearing for the insurance company submits that the petitioner has not intimated to the insurance company with regard to the said damage within the specified period and after the period of 10 months petitioner has informed the same. Under such circumstances, it is not possible for the insurance company to

consider the request of the petitioner. He further submitted in the present writ application the petitioner has not made any claim against the insurance company.

7. Heard the learned counsel representing the respective parties and perused the materials on record. This Court finds that the petitioner has obtained loan from the Canara Bank and the materials purchased by the petitioner has been insured by a insurance policy but due to unfortunate Amphan Cyclone, the materials of the petitioner got damaged. The petitioner has not informed to the insurance company with respect of the damage within the specified period.

8. The petitioner filed this writ petition claiming damage against the bank on the ground that the bank has not informed the same to the insurance company. Admittedly, the petitioner has made claim before the insurance company after the period of ten months. The petitioner has not claimed any relief against the insurance company. The bank has denied the claim of the petitioner.

9. In such view of the matter, this Court did not find any merit in the present writ application. The writ court cannot decide the compensation when the bank has specifically denied the claim of the petitioner and no claim has been made against insurance company.

10. Accordingly, WPA 20543 of 2025 is dismissed.

11. However, the dismissal of the writ petition will not prevent the petitioner for taking appropriate steps before the appropriate forum with regard to the claim of the petitioner.

(Krishna Rao, J.)