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2025
MONDAY

Court : MB-24
Item : A-08
Status : DO
ID : 266312
AR : NANDY

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 29719 OF 2024

TAPAN KUMAR DEY
VS.
UNION OF INDIA & ORS.

MR. TIMIR BARAN SAHA, ADVOCATE
MR. ANINDA BHATTACHARYA, ADVOCATE
MR. S. SARKAR, ADVOCATE
MR. K.P. SANTRA, ADVOCATE

.....for the Petitioner

MR. ASHOK PRASAD, ADVOCATE (VM)
MS. PRITI JAIN, ADVOCATE

.....for the Respondent No. 1

MS. PARNA ROY CHOUDHURY, ADVOCATE

.....for the Respondent-Bank

1. The petitioner is the husband of a loanee, who had availed of two separate loans from Punjab National Bank (in short PNB). Such loan was insured by and/or through PNB Met-Life.
2. Even as the loan was being repaid, the loanee who is the wife of the petitioner, expired. The petitioner had intimated the Bank (PNB) to take appropriate steps to recover the amount of insurance from PNB Met-Life.
3. Ms. Roy Chowdhury, learned Advocate representing the respondent-Bank, states that the Bank and the Insurance Company, though under the same umbrella, are separate juristic entity. Hence the Bank is not under any obligation to recover the amount from PNB Met-Life.
4. I have heard the parties. It is true that the Bank and the Insurance Company are separate entities though under the same umbrella.
5. However, the Bank is directed to forward necessary instruction to the respondent no. 5 to ensure that the amount insured is received by the petitioner from the respondent no. 5, thus enabling him to repay the loan of his wife to respondent no. 3.
6. The entire exercise shall be completed within three weeks from the date of receipt of the application or necessary intimation from the petitioner.

7. With these observations, **WPA 29719 of 2024** is **disposed of**.
8. However, there shall be no order as to costs.
9. Urgent Certified Photocopy of this order, if applied for, be given to the parties.

(REETOBROTO KUMAR MITRA, J.)