IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.12.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

W.P.No.2417 of 2024
and
W.M.P.No.30797 of 2025

B.Tharani ... Petitioner

Vs.

1.The Branch Manager,
PNB Housing Finance Limited,
1112, Raja Plaza 2nd Floor,
Lakshmi Mill Junction,
Coimbatore – 641 037.

2.The Manager,
Bharati Axa Life Insurance Co. Ltd.,
Shop No.2, AMI Mid Town 3rd Floor,
25-A-4, Diwan Bahadur Road,
R.S.Puram, Coimbatore – 641 002. ... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus directing the 2nd respondent to settle the housing loan account with the 1st respondent and direct the 1st respondent Bank to return the property documents.

For Petitioner : Mr.N.Sudharsan

For R1 : Ms.A.S.Neela Narayani

For R2 : No appearance

ORDER

The petitioner seeks a direction to the 2nd respondent to settle the housing loan account with the 1st respondent and direct the 1st respondent Bank to return the property documents.

2.It is the case of the petitioner that her husband availed a housing loan from the 1st respondent Bank to the tune of Rs.16,73,750/- and the petitioner stood as co-applicant. The petitioner's husband had also obtained Insurance Policy issued by the 2nd respondent for assured sum of Rs.16,25,000/- for a period of 72 months. An amount of Rs.48,750/- had been paid towards the insurance premium. Subsequently, a top up loan was also availed by the petitioner's husband for a sum of Rs.4,75,000/- and the loan tenure is 180 months. The top up loan was also insured with the 2nd respondent and a sum of Rs.20,000/- was paid towards premium. It is stated by the petitioner that both the plans are in active status, under which, the petitioner is the beneficiary. The petitioner's husband died on 13.08.2023.

According to the petitioner, the 2nd respondent/Insurance Company is liable to pay the outstanding loan to the 1st respondent Bank as per the Insurance Policy and seeks a direction to the 2nd respondent to settle the loan with the 1st respondent Bank.

3.A counter affidavit has been filed by the 2nd respondent opposing the same. At the outset, this Court is of the view that such a relief is misconceived. This Court is of the view that, claiming insurance amount as against the 2nd respondent/Insurance Company, is an independent cause of action. It is for the petitioner to claim insurance amount as per her eligibility according to the policy conditions. Without establishing the insurance policy conditions and her eligibility, as a matter of right, there cannot be a direction to the 2nd respondent to pay the assured amount to the 1st respondent. If really the petitioner is entitled to such assured amount, she has to claim that amount only through the 2nd respondent, however, the 2nd respondent cannot be directed in a writ petition to pay the amount directly to the 1st respondent Bank by settling the loan availed by the petitioner's husband. It is for the petitioner to make her claim of assured insurance amount before the 2nd respondent, since it is an independent cause of action.

4.With these observations, this writ petition is disposed of. No costs. Since the main writ petition itself is disposed of, the impleading petition in W.M.P.No.30797 of 2025 is also closed.

02.12.2025

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Internet : Yes
Index : Yes / No
Speaking order : Yes
Neutral Citation : Yes

To

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N. SATHISH KUMAR, J.

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