**Item No.3**
20.04.2026
Court. No. 12
*GB*

MAT 553 of 2026
With
CAN 1 of 2026
With
CAN 2 of 2026

Ranjann Das
Vs.
Canara Bank & Ors.

*Mr. Surendra Kumar Sharma*
*... for the Appellant.*
*Mr. Guddu Singh*
*... for the Respondent Nos.3 to 6.*
*Mr. Farooque Ali*
*... for the Bank.*

***In Re: CAN 1 of 2026***

1. CAN 1 of 2026 is an application for condonation of delay of 25 days in filing the appeal.
2. Considering the averments in paragraphs 38 to 40 of the application, we are satisfied that the appellant was prevented by sufficient cause from filing the appeal within time.
3. Delay is condoned.
4. Accordingly CAN 1 of 2026 is allowed.
5. Let the appeal be regularized.

***In Re: MAT 553 of 2026***

6. The appellant is aggrieved by the order dated December 12, 2025, passed in WPA 20543 of 2025. The learned court rejected the writ petition on the ground that the appellant was claiming the sum assured under the Standard Fire and Special Perils Policy.

7. His Lordship discussed the facts narrated in the writ petition and arrived at the conclusion that the bank was not responsible to pay the sum assured. The role of the bank as alleged by the appellant was not accepted by His Lordship. The bank had only granted loan to the appellant for the business. Even if the insurance policy was entered into in the presence of the bank and there was a tie-up between the bank and the insurance company, the claim of the appellant was restricted to the policy itself which was between the appellant and the insurance company and not a tripartite agreement.
8. Under such circumstances, His Lordship did not err in holding that the claim, if any, by the appellant would be against the insurance policy. Accordingly, the writ petition was rejected. His Lordship also noted that under the said insurance policy, the information with regard to the destruction of the goods/stocks of the appellant due to Aamphan should have been given to the insurance company within 15 days as per the policy but, the appellant approached the insurance company 10 months later. Information given to the Branch Manager of the bank which was the lender, would not amount to due compliance of the terms and conditions of the policy at the instance of the appellant. Moreover, we find that the writ petition was filed 5 years after the communication was made to the bank. In the writ

petition, there are no claims against the insurance company. The allegations are directed against the bank. The insurance company also rejected the claim of the appellant, which was not under challenge in the writ petition.

9. Under such circumstances, we do not find any perversity in the order of the learned trial Judge. However, we are not going into the issue as to whether the appellant can challenge either the repudiation letter or take steps against the insurance company before the appropriate forum, as such issue was not raised in the writ petition.

10. Accordingly, the appeal and the connected application being CAN 2 of 2026 are disposed of. The order impugned is accordingly modified.

11. Urgent Xerox certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

**(Shampa Sarkar, J.)**

**(Ajay Kumar Gupta, J.)**