(2013) 12 PAT CK 0046

In the Patna High Court

Case No : CWJC No. 13539 of 2012

Ramkrit Ram APPELLANT

Vs

The State Bank of India RESPONDENT

Date of Decision : 09-12-2013

Acts Referred:

Citation : (2014) 1 PLJR 345

Hon'ble Judges : J.N. Singh, J

Bench : Single Bench

Final Decision : Disposed Off

Judgement

J.N. Singh, J.—Learned counsel for the petitioner submits that the loanee i.e. wife of petitioner died after taking loan from the State Bank of India. At the time of sanctioning of loan, she was made to understand by some personnel of the Bank that she will be insured with the State Bank of India Life Insurance Company for which signature of the loanee was also obtained on some papers. He submits that at one point of time amount of one time premium for the insurance was also debited from the loan account. However, later on it transpired that insurance papers were not sent to the Insurance Company and the amount was credited back in the account. Learned counsel for the petitioner submits that had the loanee been insured, on her death, petitioner would have got some amount, from which he could liquidate the loan of the bank. However, he submits that after receiving notice u/s 13(4) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, petitioner has deposited some amount of the loan and he is ready to liquidate the remaining dues without prejudice to the petitioner to take appropriate steps in accordance with law for fault on the part of the concerned personnel who defaulted in getting the deceased insured in time.

2. It may be a hard case but unless there was any clause in the agreement fastening responsibility on the Bank to get the loanee insured, this Court is not in a position to issue any writ to the Bank in the matter. Since petitioner is now

ready to liquidate the remaining dues of the Bank, considering facts and circumstances of the case, Bank is advised to fix up easy installment for the petitioner to liquidate its dues. For this, petitioner shall approach the concerned Branch Manager of the Bank within two weeks, upon which installments shall be fixed for liquidating the remaining dues and, if petitioner gives undertaking in writing to pay the installments in time, Bank shall not take any coercive action till he defaults in payment of the installments. This will also be without prejudice to the right of petitioner to take steps in accordance with law for alleged default by the Bank in getting wife of petitioner insured and also without prejudice to his right to file an application for getting the matter referred for arbitration in terms of clauses (i) and (n) of the Memorandum of Term Loan Agreement, as contained in Annexure-C with the counter affidavit of respondent Nos. 2 and 3. However, the Bank shall pay interest at the rate of 10% per annum on the amount debited from the account of petitioner for payment of one time premium to the Insurance Company till it was credited back, which is said to have credited in account after two years. This application is disposed of with the aforesaid observations and directions.