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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 241/2026, CM APPL. 1117/2026 & CM APPL. 1119/2026

MEENU RATHI .....Petitioner

Through: Mr. Shashwat Sarin & Mr. Varun Chopra, Advs.

versus

FEDBANK FINANCIAL SERVICES LIMITED & ORS. .....Respondents

Through: Ms. Taniya Bansal, Adv. for R-1.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **06.02.2026**

1. No reply has been filed by respondents.

2. Mr. Sarin, learned counsel for the petitioner, presses for an interim stay.

3. In the present case between 26.11.2022 and 20.12.2023, the petitioner and her late husband availed three loans against their sole residential property aggregating to Rs. 1.20 crore for reconstruction purposes. The respondent no. 1 informed the petitioner that the loan sanctioned was contingent upon purchase of insurance policy resulting in payment of cumulative insurance premium of Rs. 2.62 lakhs. The husband fell ill and unfortunately passed away on 19.02.2024.

4. As per Mr. Sarin, learned counsel for the petitioner, once the husband of the petitioner passed away during the insurance policy, the respondent nos. 2 and 3 were required to process the claim towards clearing of the loan taken by the petitioner. On 27.09.2024 the respondent No. 3 repudiated the claim on the account that the husband of the petitioner suffered critical illness within 90 days of the insurance policy, a fact which was concealed by

the respondent No. 1 which continued to deduct EMIs from deceased borrower's account.

5. The details of the loan and the insurance policy are as under:-

LOAN ACCOUNT NO.	LOAN AMOUNT	LOAN DISBURSED ON	INSURANCE COMPANY	INSURANCE PREMIUM PAID ON	INSURANCE PREMIUM AMOUNT	CERTIFICATE OF INSURANCE RECEIVED ON	CERTIFICATE OF INSURANCE NO.	FABRICATED RECORDS
FEDDLHLAP050896 **(Page 40)**	55,00,000	26.11.2022	ADITYA BIRLA HEALTH INSURANCE CO. LTD.	29.11.2022	1,10,000 **(Page 190)**	13.12.2025 15.09.2025	GFB-62-25-05429000000 **(Additional Documents Page 1)** GPA-HB-22-2069793 **(Page 246)**	Policy had the insurance start date as 12.12.2022 and period of insurance as 3 years as opposed to 5 years, as given in the insurance application form **(Additional Documents Page 6)** Policy had an accidental cover of Rs. 3 Crore and insurance start date as 12.12.2022 **(Page 230)**
FEDNOILAP0521628 **(Page 90)**	20,00,000	31.08.2023	ZUNO GENERAL INSURANCE LTD.	31.08.2023 31.08.2023	3,683 36,317 **(Page 192)**	07.11.2025 19.11.2024	401100003-953 309000025220054 **(Page 227)**	States coverage start date as 12.09.2023. Does not have the coverage amount, inception date of master policy and expiry of master policy, even the page which reflects on which date stamp duty was paid for the certificate
FEDNOILAP0527414 **(Page 140)**	45,00,000	20.12.2023	ZUNO GENERAL INSURANCE LTD.	20.12.2023	1,12,500 **(Page 194)**	19.11.2024	309000025-31-0018 **(Page 224)**	States coverage start date as 29.12.2023. Does not have the coverage amount, inception date of master policy

6. The respondent No. 2 (Aditya Birla) has till now not processed the claim of the petitioner.

7. Mr. Daksh Batra, appears for respondent no. 1 along with counsel Ms. Taniya Bansal and states that till the counter affidavit is filled and brought on record, the respondent no. 1 bank shall neither insist on the EMI nor charge late penalty.

8. In the meantime, fresh steps be taken to serve respondents no. 2.

9. The short note handed over in Court today is taken on record.

10. List on 16.02.2026.

JASMEET SINGH, J

FEBRUARY 6, 2026/NG