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THE GAUHATI HIGH COURT

(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/7750/2018

CHUMI GOSWAMI
W/O- LT ANIL GOSWAMI, R/O- H.NO.9, NAHARANI GRANT, P.S. TANGAPARA,, TEZPUR, DIST- SONITPUR, ASSAM

VERSUS

STATE BANK OF INDIA AND 4 ORS.
REP. BY ITS CHAIRMAN, 1819, DEVDAS KAMLOG BLOCK, SYNERGY BUILDING, BANDRA KURLA COMPLEX BANDRA EAST, MUMBAI- 400051

2:THE GENERAL MANAGER
SBI
GUWAHATI
G.S.ROAD
OPP. ASSAM SACHIVALAYA
DISPUR
GHY-6

3:THE BRANCH MANAGER
SBI RANGAPARA BRANCH NO. 2 RANGAPARA
DIST- SONITPUR
ASSAM
PIN- 784505

4:SBI LIFE INSURANCE
REP. BY ASSOCIATE VICE PRESIDENT GROUP OPERATIONS (PMJJBY) SBI LIFE INSURANCE COMPANY LTD. 7TH LEVEL SBI LIFE INSURANCE COMPANY LTD..
7TH LEVEL DWINAS AND 8TH LEVEL SEAWOODS
GROUND CENTRE
TOWER- 2

PLOT NO. R-1
SECTOR 40
SEAWOODS NERUL NODE
DIST- THANE
NAVI MUMBAI- 400706

5:NATIONAL INSURANCE COMPANY LTD.
3
MIDDLETON STREET
PRAFULLA CHANDRA SEN SARANI
KOLKATA
WEST BENGAL- 70007

Advocate for the Petitioner : MR. S C BISWAS, MR. F A HASSAN,MS A DAS,MR. RAJARSHEE DE

Advocate for the Respondent : MR. R GOSWAMI (R5), DR. B N GOGOI (R1-R3),MS. M SAIKIA (R5),MS. P BORTHAKUR (R5),MR H BURAGOHAIN (R4),MS L SHARMA (R4),MR S S SHARMA (R4),MR. R GOSWAMI (R- 5)

BEFORE

THE HON'BLE MR JUSTICE ARUN DEV CHOUDHURY

O R D E R

14.05.2025

The grievance of the petitioner is that the insurance premium, which was required to be automatically deducted from the policy holder i.e. the husband of the petitioner was not deducted by the bank nor it was informed to the husband of the petitioner that such premium was not deducted for want of the KYC, though the bank account was operating in the meantime and thus the Insurance has refused to pay the insurance benefits.

Mr. SC Biswas, learned counsel for the petitioner contends that in terms of two circulars issued by the Reserve Bank of India as well as the State Bank of India as regard KYC non-compliance account, certain procedure has been prescribed, however, such procedures are not followed in this case and therefore the bank has committed serious illegality in this regard by depriving the petitioner from benefit of insurance policy of the deceased husband.

Mr. R Goswami, learned counsel representing the Insurance Company contends that the Insurance is bound to honour a policy holder when premium are regularly paid, otherwise in term of the contract, it cannot pay the benefit of the insurance. Therefore, even if such payment is not paid, Insurance cannot be fastened with the liability.

At this stage Dr. B N Gogoi, learned standing counsel for the Bank submits that he may be granted some time to go through the Policy on Depositor's Right dated 12.10.2024 issued by the State Bank of India and the Notification dated 01.07.2025 issued by RBI to respond to the arguments advanced by the learned counsel for the petitioner.

Accordingly, the matter stands adjourned and be listed on 21.05.2025.

JUDGE

Comparing Assistant