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WP No. 18187 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-02-2026

CORAM

THE HON'BLE MS. JUSTICE P.T. ASHA

WP No. 18187 of 2025

AND

WMP NO. 20369 OF 2025

Star Health And Allied Insurance Co. Ltd.,
Rep by its Authorised Signatory
No.15 Balaji Complex, 1st Floor, Whites Road,
Royapettah, Chennai-600 014.

..Petitioner(s)

Vs

1. Lakshmi Ramakrishnan
New No.38, Rukmani Street
Kalakshetra Colony, Besant Nagar,
Chennai-600 090.
2. The Insurance Ombudsman
(State of Tamil Nadu and Union Territories -
Puducherry Town and Karaikkal which are
Part of Union Territory of Puducherry),
Fathima Akhtar Court, 4th Floor,
453, (Old 312) Anna Salai,
Teynampet Chennai-600 018.

..Respondent(s)

PRAYER : Writ Petition filed under Article 226 of Constitution of India
praying to issue a Writ of Certiorari calling for the records of the 2nd
respondent in impugned award No.10/CHN/A/HI/0851/2024-2025 dated
10.3.2025 and quash the same.



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For Petitioner(s):

Mr.S.H.S Manian

For Respondent(s):

Ms.Y.Kavitha,
for M/s.P.V.S.Giridhar Associates For R1

ORDER

The writ petition has been filed seeking to quash the impugned award of the second respondent in No.10/CHN/A/HI/0851/2024-2025 dated 10.03.2025.

2. The Zonal Manager of the petitioner-Insurance Company in his capacity, has set out the facts, which reads as follows :

- a) The first respondent had availed a Health Policy named Star Women Care Insurance Policy with the petitioner-Insurance Company on 21.03.2024 for a sum of Rs.1,00,00,000/- vide Policy No.11240792323000.
- b) On 09.08.2023, due to her illness, the first respondent was admitted in Apollo Spectra Hospital, Alwarpet, Chennai. She was diagnosed with right breast carcinoma. She had claimed a sum of Rs.4,72,677/- and raised a pre-authorisation request to avail cashless facility and submitted her claim documents for reimbursement of medical expense.
- c) On a careful scrutiny of the claim documents, the petitioner had observed that as per the mammogram report dated 07/09/2023, the insured/first respondent had been diagnosed with Bilateral Fibro adenomas. Further,



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she was diagnosed with fibro adenomas of both breasts on 05/11/2022 and 07/09/2023 itself. In addition, she had undergone Burr Hole surgery etc., Therefore, the documentary evidences viz., the mammogram report dated 07/09/2023, medical records and previous discharge summary had confirmed that the insured is a known case of fibro adenomas prior to the inception of the policy and this was not disclosed in the proposal form at the time of commencement of the said policy.

- d) The petitioner would submit that as per the policy condition, misrepresentation, non-disclosure of material facts, or fraud would amount to cancellation of policy and also no refund of premium on such cancellation. Therefore, the petitioner had rejected the claim of the petitioner vide its letter dated 09.08.2024.
- e) Aggrieved by the same, the first respondent had approached the second respondent-Ombudsman by letter dated 01.10.2024, contending that the petitioner had unilaterally cancelled her health policy and requires its intervention in reinstating the policy immediately.
- f) The Ombudsman vide impugned award dated 10.03.2025, had directed the insurer/ petitioner herein to reinstate the policy of the first respondent, settle her claim as per the terms with applicable interest.

Challenging the said award the petitioner is before this Court.



3. The contention of the petitioner/Insurance Company is that the first respondent by suppressing the material facts and without disclosing the pre-existing disease, had got insured with the petitioner-Company under the said policy, which is a breach of policy condition. Further, the first respondent/insured/complainant had gone to the extent of signing the proposal form without declaring her pre-existing disease, which also amounts to misrepresentation and non-disclosure of material facts. The Ombudsman, the second respondent, on its part, had failed to observe that such claim cannot be sustained as per the terms and condition of the policy, however, it had directed the petitioner-Insurance Company to reinstate the policy and settle the claim of the first respondent, which is arbitrary in law. Hence, the petitioner seeks to quash the impugned award of the second respondent.

4. The first respondent/insured had filed a counter affidavit. In the counter, she had admitted that she had availed the Health Insurance Policy with the petitioner for the period 21.03.2024 to 20.03.2025. The contention of the first respondent is that in the mammogram taken in the year 2023, the petitioner was identified with BIRADS II, which as per medical records is “II Stage Benign finding, which is not malignant and non-cancerous”. Hence, in the proposal form submitted by the first respondent, she had declared that she do not have any health problems.



5. The first respondent had also admitted that in July 2024, when she had noticed some abnormalities in her breast, she had consulted Dr.Selvi Radhakrishnan, who had advised her to take a mammogram. She accordingly underwent a Mammogram on 24.07.2024, in which she was identified with a suspicious lesion in her right breast and biopsy was done, which proved to be malignant. This fact was stated in the certificate issued by the doctor dated 12.08.2024, which also certifies that *“this lesion is a new lesion which was not present in the Mammogram done in 2023”*. Therefore, the first respondent would contend that she is entitled to the claim amount, as she had not suffered from cancer at the time of inception of policy i.e., on 21.3.2024. But, the petitioner without considering the said fact, had denied the claim of the first respondent, therefore, she had preferred a complainant before the Ombudsman seeking to settle the claim amount and to reinstate her medical policy. The Ombudsman by its award dated 10.03.2025, which is impugned herein, had closed the complaint, in and by which it directed the petitioner to settle the claim amount and to reinstate the policy. Therefore, the first respondent prayed for the dismissal of the writ petition.

6. Heard the learned counsel on either side and also perused the materials placed before the Court.



7. From the arguments and the perusal of the affidavit, typed set of papers, it is seen that the petitioner seeks to repudiate the liability of the first respondent, only on the ground that on 07.09.2023, the first respondent had undergone a Mammogram of her breasts and this fact has been suppressed by her, while availing the insurance policy. A mere perusal of this Mammogram Report shows that no indication of cancer is reflected and it only records that ‘Multiple benign macroscopic calcifications with central lucencies in both breasts’ is noted. Therefore, on the date of insurance policy being taken, the first respondent/insured/complainant has not suffered from any symptoms of cancer. Therefore, the repudiation by the insurer, the petitioner herein, is without any basis. The second respondent/Ombudsman has rightly allowed the complaint filed by the first respondent and I see no reasons to hold otherwise. Consequently, the writ petition is dismissed. No costs. The connected miscellaneous petition stands closed accordingly.

8. The records of the Court would show that this Court on 15.05.2025, had directed the petitioner to deposit a sum of Rs.4,72,677/- being the claim amount in a fixed deposit with a Nationalised Bank in the name of Registrar General, High Court of Madras, Chennai, and this Court had also recorded that the first respondent is entitled to receive the said amount from the Registry, in the event of the writ petition being dismissed. Since this Court holds that the



writ petition is not maintainable and the same is dismissed, the first respondent is permitted to withdraw the same with accrued interest thereon, by following due procedure.

03-02-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

DS

To:

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