



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED:19.07.2016

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THE HONOURABLE MR.JUSTICE M.VENUGOPAL

Writ Petition (MD). No.12625 of 2016

Ohm Srinivasa Paper Boards Private Limited,
rep. By its Managing Director,
Mr.SR.Shrinivas.

... Petitioner

Vs.

1. The Regional Manager,
United India Insurance Company Limited,
Regional Office,
Opp. To Railway Junction,
Madurai-625 001.
2. The Divisional Manager,
United India Insurance Company Limited,
Divisional Office
103-B-1, Madurai Road,
Virudhunagar-626 001.

... Respondents

Prayer:- Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus directing the Respondent No.2 to sanction the insurance amount to the sum of Rs.2,87,85,380/- (Two Crores Eighty Seven Lakhs Eighty Five Thousand Three Hundred and Eighty Rupees only) to the petitioner in accordance with the insurance policy vide Policy no.0909001115P105647853 and Policy No.0909001115P105354933 along with 9% interest from the date of accident i.e. 07.11.2015 by considering the representation of the petitioner dated 20.06.2016 within the time period stipulated by this Hon'ble Court.

For Petitioner : Mr.S.Rajasekar
For Respondents : Mr.G.Prabhu Rajadurai for RR-1 & 2

ORDER

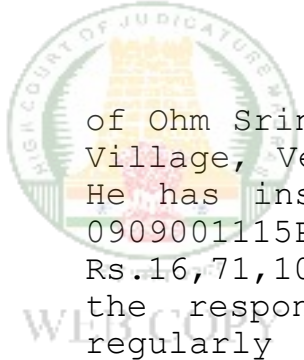
Heard both sides.

2. By consent, the the main writ petition itself is taken up for final disposal.

<https://hcservices.ecourts.gov.in/hcservices/>

3. No counter is filed on behalf of the respondents.

4. According to the petitioner, he is the Managing Director



of Ohm Srinivasa Paper Boards Private Limited situate at Sinthapalli Village, Venkatachalapuram Post, Via Sattur, Virudhunagar District. He has insured his company as per Insurance Policy bearing Nos. 0909001115P105647853 and 0909001115P105354933 for a total sum of Rs.16,71,100,000/- (Rupees Sixteen Crores Seventy One Lakh only) in the respondents/Insurance Company. His case is that he is regularly paying the insurance premium amounts and the insurance policy in question is in live force from 07.08.2015 to 06.08.2016. As a matter of fact, he has insured all of his equipments of his company under different heads.

5. It is the further case of the petitioner that the stocks/raw materials were insured to the tune of Rs.5,00,00,000/- (Rupees Five Crores only). When that be the facts situation, on 07.11.2015 at about 9.00 p.m, a fire accident broke out at his company, which resulted in loss of stock/raw materials. Immediately, he informed the Fire Service Personnels at Sathur about the fire accident and the Fire Service Personnels rushed to the spot and carried out the rescue operations from 10.45 p.m to 06.00 a.m. The factum of fire accident was also informed to the officials of the 2nd respondent/United India Insurance Company and an FIR in Cr.No.817 of 2015 was registered on the file of Sathur Nagar Police Station, Virudhunagar District.

6. Immediately after the fire accident, the officials of the respondent/Insurance Company conducted a spot visit and assessed the loss by way of video graphing the site. Later, he approached the 2nd respondent's Office and sought for insurance, as the entire raw materials were burnt. The Surveyor, Mr.Murugan of the 2nd respondent Insurance Company sent him an e-mail seeking to furnish several documents such as Claim Form, First Witness Statement, Stock Statement etc., All those information were submitted together with other necessary documents. Even then, the respondent/Insurance Company has not considered his claim sofar. Apart from that, he had furnished a Working Sheet, showing the purchase and consumption details along with balance raw materials available at his company as on 07.11.2015.

7. The prime contention advanced on behalf of the petitioner is that based on the working sheet in the subject matter in issue, he is entitled to claim insurance for a sum of Rs.2,87,85,380/- (Two Crores Eighty Seven Lakhs Eighty Five Thousand Three Hundred and Eighty). Even after repeated requests, his claim for the aforesaid sum of Rs.2,87,85,380/- was not considered till date. Due to the inaction on the part of the 2nd respondent/Insurance Company, the petitioner was put to severe hardships, which perforced him to submit a detailed representation, dated 20.06.2016 to the respondents 1 & 2 viz. the Regional Manager and the Divisional Manager of the United India Insurance Company Limited, narrating the relevant facts and sought for insurance money. But till date, his representation has not been considered. Hence, he has preferred the present writ petition before this Court.



8. Considering the fact that the petitioner's detailed representation dated 20.06.2016 is pending before the first and second respondents (wherein, the petitioner had sought for sanctioning of a sum of Rs.2,87,85,380/- (Two Crores Eighty Seven Lakhs Eighty Five Thousand Three Hundred and Eighty) as insurance amount for the loss of stock, due to the fire accident that took place in his company on 07.11.2015, in accordance with the insurance policy Nos.0909001115P105647853 and 0909001115P105354933, together with 9% interest from the date of accident) and also this Court, taking note of the fact that an FIR was registered in Cr.No.817 of 2015 on the file of the Sathur Nagar Police Station, Virudhunagar and yet another primordial fact that the insurance policies of the petitioner, for the period from 07.08.2015 to 06.08.2016, were covered and in force, at the time of fire accident on 07.11.2015 and also this Court, taking note of other attendant facts and circumstances of the present case in a cumulative fashion, in the interest of Justice, Fair Play, without dealing with the contents of detailed representation of the petitioner dated 20.06.2016, simpliciter, directs the second respondent/Divisional Manager, United India Insurance Company Limited, Virudhunagar, to look into the representation of the petitioner dated 20.06.2016 in all seriousness and earnestness, within a period of one week from the date of receipt of copy of this order. Thereafter, the second respondent/Divisional Manager, United India Insurance Company Limited, Virudhunagar is to pass a reasoned, speaking order on merits in a fair, free with an open mind and a dispassionate manner (of-course, after providing necessary opportunity to the petitioner and others concerned, if any, by following the principles of Natural Justice), within a period of 3 weeks thereafter. In case, if the second respondent/Divisional Manager, United India Insurance Company Limited, Virudhunagar is in need of any copy of relevant document or record from the petitioner/company, then, the same shall be supplied by the petitioner, without any haziness with a view to enable the second respondent/Divisional Manager, United India Insurance Company Limited, Virudhunagar to dispose of his detailed representation dated 20.06.2016 within the time determined by this Court. The petitioner is also required to lend his/its assistance and co-operation to the second respondent/Divisional Manager, United India Insurance Company Limited, Virudhunagar so as to enable him to pass necessary orders in the subject matter in issue, within the time adumbrated by this Court.

9. With the aforesaid observation(s) and direction(s), the writ petition stands disposed of. No costs.

Sd/-

Assistant Registrar (P&A)

/True Copy/



To

1. The Regional Manager,
United India Insurance Company Limited,
Regional Office,
Opp. To Railway Junction,
Madurai-625 001.

2. The Divisional Manager,
United India Insurance Company Limited,
Divisional Office
103-B-1, Madurai Road,
Virudhunagar-626 001.

+ 1 CC TO MR.G.PRABHU RAJADURAI, ADVOCATE IN SR No. 38157
+ 1 CC TO MR.T.LAJAPATHI ROY, ADVOCATE IN SR No. 37829

VS

TE/GSV-PM/ : 26/07/2016 : 4P/5C

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