



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 23.08.2016

CORAM:

THE HONOURABLE MR.JUSTICE K.K.SASIDHARAN

W.P.(MD)No.3281 of 2011

and

M.P.(MD).No.1 of 2011

M/s.Maharani Textiles
(Proprietor Concern),
rep.by its Power Agent
M.Futermal Bandari,
Madurai.

: Petitioner

Vs.

1.The Chairman (IRDA),
Office of the IRDA,
Insurance Ombudsman Office
of the Insurance Ombudsman Fatima
Akhtar Court, 4th Floor,
453, (oe 312) Anna Salai,
Teynampet, Chennai-600 018.

2.Cholamandalam General Insurance
Company Ltd.,
rep.through its Claim Manager,
"dare house", 2nd Floor,
No.2, N.S.C.Bose Road,
Chennai-600 001.

3.The Sub-Inspector of Police,
B-5, South Gate Police Station,
South Gate, Madurai-1.

: Respondents

PRAYER: Writ Petition is filed under Article 226 of the Constitution of India for the issue of a Writ of Mandamus directing the 1st respondent to amend the policy in respect of conditions No.3, 6 (a) and 14 of the General conditions of policy and consequently directing the 2nd respondent to disburse the theft amount Rs.7 lacs in respect of policy No.SSO-6410 to the petitioner.

For Petitioner : Mr.S.R.Nirmala

For R.1&3 : Mr.Aayiram K.Selvakumar
Government Advocate

For R.2 : Mr.S.Srinivasa Raghavan



O R D E R

The petitioner has taken a Policy from the second respondent. The petitioner lost money while it was taken from his shop to the residence. The claim made by the petitioner was rejected by the Insurance Company. The petitioner filed a Writ Petition in W.P.(MD).No.11019 of 2009 directing the second respondent to pay an amount of Rs.7,00,000/- on the strength of the policy, the Writ Petition was dismissed.

2. The petitioner has come up with this Writ Petition directing the first respondent to amend the policy in respect of condition Nos.3, 6(a) and 14 of the General Conditions of Policy and consequently, direct the respondents to disburse the theft amount of Rs.7,00,000/-.

3. Heard the learned counsel for the petitioner, the learned Additional Government Pleader appearing on behalf of respondents 1 and 3 and the learned Counsel for R.2.

4. The petitioner entered into a contract with the second respondent knowing fully well the terms and conditions. The claim made by the petitioner has already been rejected by the Insurance Company. The petitioner now wanted the first respondent to amend the policy conditions. The matter is in the realm of contract. The petitioner voluntarily entered into a contract with eyes open. The Writ Petition is not maintainable for amendment of policy conditions, and that too, during the currency of the policy. There is absolutely no merit in the contentions taken by the petitioner.

5. This Writ Petition is dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(W)

/True Copy/

Sub-Assistant Registrar

To

1.The Chairman (IRDA), Office of the IRDA,
Insurance Ombudsman Office
of the Insurance Ombudsman Fatima
Akhtar Court, 4th Floor, 453, (oe 312) Anna Salai,
Teynampet, Chennai-600 018.

2.The Sub-Inspector of Police, B-5, South Gate Police Station,
South Gate, Madurai-1.

+One cc to Mr.K.Senthilkumar, Advocate, SR.no.47125

+One cc to Mr.S.Srinivasa Raghavan, Advocate, SR.No.47079

+One cc to The Special Government Pleader, SR.No.46784

ssm