



WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 25.03.2019

CORAM:

THE HONOURABLE MR.JUSTICE **G.R.SWAMINATHAN**

W.P.(MD)No.25176 of 2018

and

W.M.P(MD) .No.22802 of 2018

S.Thangamani

... Petitioner

Vs

1.The Bank Manager,
LIC, 2129 Jeevan Maligai,
North Main Street,
Pudukkottai.

2.The Senior Divisional Manager,
LIC, Gandhi Road,
Thanjavur 613 001.

3.The Chief Educational Officer,
Office of the Chief Educational Office,
Pudukkottai District.

4.The Assistant Elementary Education Officer,
Pudukkottai, Pudukkottai District.

... Respondents

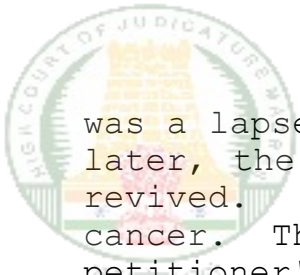
PRAYER: Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus, to call for the records of the Insurance Ombudsman, Chennai in 14.09.2018 in IO/CHN/ALI/0089/2018-2019 dated 14.09.2018 and quash the same and consequently direct the respondents 1 and 2 to sanction the sum assured of Rs.1,60,000/- with vested bonus in Policy No.756614016 to the petitioner or in the alternative direct the fourth respondent to pay compensation of Rs.5,00,000/- to the petitioner.

For Petitioner : Mr.K.C.Maniyarasu
For R1 & R2 : Mr.Prabhu Rajadurai
for Mr.T.Thirumurugan
For R3 & R4 : Mrs.M.Rajeshwari
for Mrs.S.Srimathy

ORDER

Heard the learned counsel on either side.

2. The petitioner's wife was employed in the Education Department as B.T.Assistant. She had taken money back policy in the year 2011. Monthly premium was deducted from her salary and remitted to LIC. On account of her transfer from one place to another, there



was a lapse in remitting the monthly premium. When it was discovered later, the arrears were paid in one lump sum and policy itself was revived. The insured namely the petitioner's wife died due to cancer. The petitioner applied for payment of the sum assured. The petitioner's request was rejected by the LIC on the ground that when the policy was revived, the petitioner's wife failed to disclose her actual health condition. The petitioner filed an appeal before the Insurance Ombudsman. The Insurance Ombudsman after narrating the respective contention of the parties chose to hold that the petitioner would only be entitled to refund of all the premium already remitted by his wife.

3. When the matter was taken up for hearing, the learned counsel appearing for the writ petitioner as well as the learned Standing Counsel appearing for the LIC submitted that the petitioner is agreeable to receive a sum of Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only) towards full and final settlement of all his claim under the policy in question.

4. The learned Standing Counsel informs the Court that the petitioner would be paid with the amount of Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only) within a period of four weeks from the date of receipt of a copy of this order.

5. Recording the consensus arrived at between the parties, the Writ Petition is closed. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar (CO)

// True Copy //

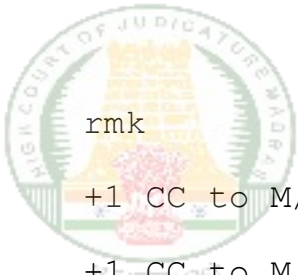
Sub Assistant Registrar (CS)

1. The Bank Manager,
LIC, 2129 Jeevan Maligai,
North Main Street,
Pudukkottai.

2. The Senior Divisional Manager,
LIC, Gandhi Road,
Thanjavur 613 001.

3. The Chief Educational Officer,
Office of the Chief Educational Office,
Pudukkottai District.

<https://hcservices.ecourts.gov.in/hcservices/>
4. The Assistant Elementary Education Officer,
Pudukkottai, Pudukkottai District.



rmk

+1 CC to M/s.SPL GP (SR-56557[F] dated 26/03/2019)

+1 CC to M/s.T.THIRUMURUGAN, Advocate (SR-56457[F] dated 25/03/2019)

+1 CC to M/s.K.C.MANIYARASU, Advocate (SR-56378[F] dated 25/03/2019)

W.P. (MD) No.25176 of 2018
25.03.2019

DS/ /SAR- (10.04.2019) 3P 8C