BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 04.12.2019

CORAM:

THE HONOURABLE MRS.JUSTICE PUSHPA SATHYANARAYANA

W.P.(MD) No.22701 of 2019

Priya
Represented through her Power Agent
Thangavelu Petitioner

Vs

1. The Branch Manager
L.I.C of India
Rockfort Branch
75C, N.R.Towers, Salai Road
Thillai Nagar, Trichy -18

2. The Divisional Manager
L.I.C of India
Divisional Office at Jeevan Prakash
Post Box No.139, Gandhiji Salai
Thanjavur – 613 001

3. Customer Relation Officer
L.I.C of India
Divisional Office at Jeevan Prakash
Post Box No.139, Gandhiji Salai
Thanjavur – 613 001 Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the respondents to accept his medical certificate as per the respondent's revival letter dated 12.02.2019 and to continue his policy No.757940472 dated 20.11.2013, within a time stipulated by this Court.

For Petitioner : M/s.K.P.Ramesh

For Respondent : M/s.B.Prasanna Vinoth
Standing Counsel

O R D E R

This Writ Petition is filed by the petitioner directing the respondents to accept the medical certificate as per the respondent's revival letter dated 12.02.2019 and to continue her policy No.757940472 dated 20.11.2013.

2. M/s.B.Prasanna Vinoth, learned Standing Counsel takes notice for the respondents.

3. Heard both sides and perused the documents available on record.

4. On a perusal of the documents, it is seen that the writ petitioner had taken money back policy with double benefit policy with the respondents and she has filed a proposal form with double accident benefit policy and the same was accepted by the respondents. Also, policy No.757940472 was issued to the petitioner. The petitioner tendered a premium amount of Rs.16,592/- and while paying subsequent premium, the respondents demanded the petitioner to pay a sum of Rs.16,852/-, instead of Rs.16,592/-. Admittedly, the petitioner had taken the double accident benefit policy for 20 years, for which the premium payable is only Rs.16,592/-. But the respondent demanded an excess amount of Rs.260/- towards premium for double accident benefit policy. Hence, the petitioner has filed a case before the District Consumer Redressal Forum and at that time, it was admitted by the respondent company that it was an error committed by the staff of the respondent. The District Consumer Redressal Forum had dismissed the complaint. Aggrieved over the same, the petitioner has filed an appeal before the Tamil Nadu State Consumer Dispute Redressal Commission, Madurai. The State Commission has set aside the order passed by the District Consumer Forum and the relevant paragraph in the said order is extracted as under:-

> *12. Point 2: As we have already decided in foregoing paragraphs that the complainant is eligible for alternative relief of refund of the amount paid by him with 9% interest as the mistake committed by the staffs of Insurance Company. Admittedly, it is a clerical error committed by the person who prepared the policy certificate working in the Insurance Company is liable for the amount to be paid to the complainant as compensation. The authorities of Insurance Company is at liberty to recover the amount which has to be paid to the complainant on the basis of this order from the concerned individual staff, who is responsible for the mistake and the point is answered accordingly.*

5. As per the above direction of the State Commission, a sum of Rs.33,444/- was also paid by the respondent to the petitioner vide Cheque No.66806 dated 04.02.2019. By wrong understanding of the order, the petitioner had applied the amount for revival of the policy, which was refused by the respondent. Therefore, the petitioner is before this Court seeking Writ of Mandamus, directing the respondents to revive the policy.

6. The learned counsel appearing for the respondent would contend that after the above order of the State Redressal Commission, the amount paid as premium was returned to the petitioner and there is no policy to be revived as alleged by the petitioner. Only because of the revival notice sent by the respondent as a matter of routine, the same cannot be taken advantage by the petitioner and compelling the respondent to revive the policy is not at all sustainable. However, the learned counsel appearing for the respondent agrees that in the event if the petitioner is applying for fresh policy, they are ready to issue the same.

7. In the light of the above discussions, there is no merits in the Writ Petition and accordingly, the Writ Petition is dismissed. No costs.

Sd/-

Assistant Registrar (Crl.Side)

// True Copy //

Sub Assistant Registrar(CS)

vrn

+1 CC to M/s.B.PRASANNA VINOTH, Advocate (SR-103501[F] dated 05/12/2019)

+2 CC to M/s.K.P.RAMESH, Advocate (SR-103667[F] dated 05/12/2019)

W.P.(MD) No.22701 of 2019
04.12.2019

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