



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 06.10.2020

CORAM

THE HON'BLE Mr. JUSTICE N.KIRUBAKARAN

AND

THE HON'BLE Mr. JUSTICE B.PUGALENDHI

W.A. (MD)No.899 of 2020

WEB COPY

M.Kismath Begum

.. Appellant

Vs.

The Branch Manager,
Life Insurance Corporation of India,
Sivagangai.

.. Respondent

Writ Appeal filed under Clause 15 of the Letters Patent against the order dated 04.02.2020, made in W.P.(MD)No.16818 of 2015.

Prayer in WP(MD) . 16818/ 2015 :

Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus directing the respondent to grant the accident benefits for the Policy No.742600323 dated 15.12.2003 to the petitioner by considering the petitioner's representation dated 04.02.2013 within the period stipulated by this Honourable Court.

For Appellant

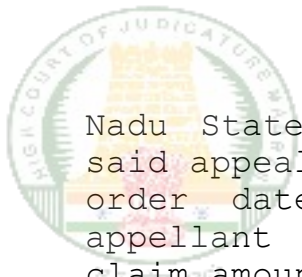
: Mr.A.Haja Mohideen

JUDGMENT

(Judgment of the Court was delivered by N.KIRUBAKARAN, J.)

This Writ Appeal has been filed against the order dated 04.02.2020, made in W.P.(MD)No.16818 of 2015.

2.The appellant is the mother of one Alisaprin, who was employed in the Tamil Nadu Electricity Board on compassionate ground. While the appellant's son was in service in the Electricity Board, he has taken a Life Insurance Policy vide Policy No.742600323, dated 15.12.2003, with the Life Insurance Corporation of India, by way of paying premium through his salary by the Electricity Board. The appellant's son died on 01.05.2004, due to the fire accident that took place on 24.04.2004. Since the Life Insurance Corporation refused to pay the benefit to the appellant, she was compelled to file a consumer case in C.O.P.No.48 of 2005, on the file of the Sivagangai District Consumer Disputes Redressal Forum against the Tamil Nadu Electricity Board and the respondent. The District Consumer Disputes Redressal Forum dismissed the petition, vide order dated 16.03.2006. Against the said order, the appellant preferred an appeal in F.A.No.299 of 2010 before the Tamil



Nadu State Consumer Disputes Redressal Commission, Chennai. The said appeal was allowed by order dated 04.01.2012, setting aside the order dated 16.03.2006, made in C.O.P.No.48 of 2005 and the appellant was paid a sum of Rs.1,00,000/- towards the insurance claim amount as a nominee/legal heir of the deceased Alisaprin after deducting the premium dues payable by the said Alisaprin from the claim amount.

3. Thereafter, the appellant filed W.P.(MD)No.16818 of 2015, seeking for issuance of a Writ of Mandamus, directing the respondent to grant the accidental benefits for Policy No.742600323, dated 15.12.2003, to her, by considering her representation dated 04.02.2013. The learned Single Judge, vide order dated 04.02.2020, dismissed the said Writ Petition holding that no particular clause of policy has been relied upon by the appellant and based on the principles of constructive *res judicata*.

4. Heard the learned counsel appearing for the appellant.

5. It is seen from the records that the appellant had already filed an appeal in F.A.No.299 of 2010, before the Tamil Nadu State Consumer Disputes Redressal Commission, Chennai, and got compensation as per the insurance policy. Even though the premium amount payable was not paid, the State Consumer Disputes Redressal Commission, Chennai, ordered compensation to the appellant and the premium amount payable to the respondent was ordered to be deducted from the claim amount. When such claims are made before the State Consumer Disputes Redressal Commission, Chennai, all the claims should be made comprehensively in toto and the appellant cannot split up the claims and approach various forums claiming compensation. As rightly pointed out by the learned Single Judge, the accident occurred in the year 2004, a decade ago, whereas, the Writ Petition has been filed in September 2015 with laches. That apart, when the State Consumer Disputes Redressal Commission, Chennai, has already granted compensation, the present claim of the appellant is bound by the principles of constructive *res judicata* and she cannot make any claim.

6. Therefore, the Writ Appeal is liable to be dismissed and accordingly, it is dismissed. No costs.

Sd/-

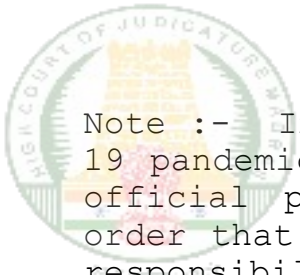
Assistant Registrar (Writs)

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Sub Assistant Registrar(CS)

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To

The Branch Manager,
Life Insurance Corporation of India,
Sivagangai.

W.A. (MD) No.899 of 2020
06.10.2020

PM(CO)
CS(19.10.2020) 3P 2C