



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 11.03.2020

CORAM:

THE HONOURABLE **MR. JUSTICE C.V.KARTHIKEYAN**

W.P. (MD) No.23458 of 2019

P.Selvaraj

: Petitioner

Vs.

1.The Branch Manager,
M/s New India Assurance Company Limited,
Sattur Branch Office, 96, Bharathiar Street,
Railway Feeder Road, Sattur 62603.

2.A.Vijayan,
Managing Partner,
M/s. Mangalam Motor Finance,
Third Floor, Padma Tower,
No.43 Covai Road, Karur

: Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India seeking a Writ of Mandamus, to direct the first respondent to settle the claim amount of Rs.6,44,929/- after obtaining an indemnity bond from the petitioner, within stipulated time limit based on first respondent's letter dated 26.03.2013 and the petitioner's advocate notice dated 06.08.2018, according to law.

For Petitioner : Mr.S.Muthalraj

For R1 : Mr.J.S.Murali

ORDER

Writ petition filed in the nature of mandamus to direct the first respondent to settle the claim amount of Rs.6,44,929/- after obtaining an indemnity bond from the petitioner.

2.The petitioner is the owner of the vehicle bearing Registration No.TN -28-AE-7742, which was insured under Policy No.72170131100100002142 in M/s New India Assurance Company Limited, Sattur Branch.

3.The vehicle met with an accident on 14.12.2011. The petitioner claimed damage at the rate of Rs.6,44,929/- from the first respondent. The vehicle was financed by the second respondent M/s Mangalam Motor Finance, represented by A.Vijayan, Managing Director. Therefore, the first respondent had withheld the payment of cash to the petitioner, since there was a claim from the financier.

4.During the previous hearing date, the petitioner undertook to file indemnity bond for a sum of Rs.6,44,929/-. The said indemnity bond dated 17.02.2020 is now produced before this Court. The said indemnity bond reads as follows:

"Whereas both insured and insurer had entered into a contract of Insurance and the Insurer issued a Commercial Vehicle Package Policy, No.72170131100100002142 dated



10.06.2011 to cover the Peril of Motor Accident to Insured Veh No.TN 28 AE 7742 by receiving the premium of Rs.22,014/- from the insured.

Whereas the insured vehicle met with fire accident and fully damaged on 14.12.2011 and therefore the insured claimed own damage claim. The claim was processed and a sum of Rs.6,44,929/- (Rupees Six Lakhs forty four thousand nine hundred and twenty nine only) was arrived as claim compensation by the insurer.

Whereas the claim amount was not settled by the Insurer, since there is some objection on the part of the financier of the vehicle. Now the insured hereby undertake to indemnify the compensation of amount of Rs.6,44,929/- to insurer, which is to be settled by the insurer, if any claim arises by financier if any, in future."

5.The learned counsel for the respondent is also present. Copy of the indemnity bond is also given to the learned counsel for the respondent by the learned counsel for the petitioner.

6.In view of the execution of the such bond, the writ petition is disposed of with a direction to the first respondent to pay a sum of Rs.6,44,929/- to the petitioner, on or before 03.04.2020. The indemnity bond produced before this Court is retained in the Court records.

7.With the above observations, this writ petition is disposed of. No costs.

Sd/-

Assistant Registrar (CO)

// True Copy //

/ /2020

Sub Assistant Registrar(CS)

gns

To

The Branch Manager,
M/s New India Assurance Company Limited,
Sattur Branch Office,
96, Bharathiar Street, Railway Feeder Road,
Sattur 62603.

+1 CC to M/s.J.S.MURALI, Advocate (SR-11228[F] dated 12/03/2020)

+1 CC to M/s.S.MUTHALRAJ, Advocate (SR-11290[F] dated 12/03/2020)