$~9

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P. (C) 3206/2020, CM APPL. 11170/2020

SUNITA GULYANI ....Petitioner

Through: Mr. Kunal Israney, Adv.

versus

HDFC ERGO HEALTH INSURANCE LTD. (PREVIOUSLY APOLLO MUNICH HEALTH INSURANCE) AND ORS. .....Respondents

Through: Mr. Anuj Chauhan, Adv. for R-1.
Mr. Sanjeev Sabharwal, Adv. for UOI.

CORAM:
HON'BLE MR. JUSTICE A.K. CHAWLA

ORDER

% **20.05.2020**

(Video Conference Hearing)

CM APPL. 11170/2020 (Exemption)

Allowed, subject to just exceptions.

W.P. (C) 3206/2020

By the instant writ petition, the petitioner has sought reliefs, as under:

> *"A. Writ of Mandamus or any appropriate writ or direction to the respondents to reimburse the petitioner the amount of Rs.4,37,897/- (less Rs.89,225/- towards partial settlement, yet to be refunded) and direct respondent no. 1 to not terminate the instant Policy No. AA01340801.*
>
> *B. Direct respondents to pay estimated post operation treatment cost of Rs.1,00,000/- incurred by son of the petitioner.*
>
> *C. Direct respondents to pay interest at rate of 2% higher than bank rate of total claim i.e. 6,27,669/-."*

The aforegoing reliefs proceed on the premise that the petitioner had purchased a mediclaim insurance policy from the respondent no. 1 – HDFC Ergo Health Insurance Ltd. on 25.01.2020 having paid a premium amount of Rs.53,200/-. On 06.03.2020, the petitioner underwent Hysteroscopic D and C at Rajiv Gandhi Cancer Institute and Research Centre, Delhi having made the claim for settlement of bill amount inasmuch as it was a cashless claim. The respondent no. 1 rejected the cashless claim on the possibility of a pre-existing ailment. It is averred that it resulted into making a petition before the Ombudsman as also representations to the IRDAI. The petition made before the Ombudsman and the representations made before the IRDAI are said to be pending. Meantime, the respondent no. 1 is said to have issued a notice dated 21.04.2020 for termination of the medical insurance policy and forfeiture of the premium amount paid at the time of issuance of the policy, the period whereof is to expire today only i.e. 20.05.2020.

Mr. Israney, ld. counsel for the petitioner strenuously contends that the termination of the policy and forfeiture of the premium amount by the respondent no. 1 while the petition made before Ombudsman and the representations made to IRDAI are pending consideration , is wholly unjust and unfair inasmuch as according to him, the petitioner had not held back any information which could have bearing on the issuance of the subject policy and therefore, the petitioner was entitled for reimbursement of the claim made by her and that the policy could not be terminated in the fashion it is sought to be terminated.

At this stage, Mr. Chauhan, ld. counsel for respondent no. 1, on instructions, comes forward to state that the respondent no. 1 shall neither terminate the insurance policy nor forfeit the premium amount for a period of 15 days till after the date of decision of the Ombudsman or the date of expiry of the insurance policy i.e. 18.02.2021, whichever is earlier. The statement so made on behalf of respondent no. 1 is taken on record. The respondent no. 1 shall remain bound by the statement made.

In view of the foregoing, the writ petition stands disposed of.

A.K. CHAWLA, J

MAY 20, 2020
acm