



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.10.2021

CORAM :

THE HONOURABLE MR. JUSTICE S.M. SUBRAMANIAM

W.P.No.23578 of 2012

and

M.P.No.1 of 2012

Sanmar Shipping Limited,
Represented by its Executive Director, C.V.Subba Rao,
having its office at
No.9, Cathedral Road,
Chennai - 600 086.

.. Petitioner

Vs.

1.M/s.New India Assurance Company Limited,
Represented by Chief Manager,
Marine Hull Tech Department,
Head Office,
87, Mahatma Gandhi Road, Fort,
Mumbai - 400 001.

2.M/s.New India Assurance Company Ltd.,
Represented by its Divisional Manager,
21, Patulos Road,
Chennai - 600 002.

.. Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, calling for the records relating to the letter of the 2nd respondent dated 14.06.2011 and further letter of the 2nd respondent dated 3.8.2011, quash the same and consequently direct the respondents herein to sanction and disburse the claim made by the Petitioner on 31.3.2009 in respect of the Insurance Policy No.710700/22/08/01100000021.



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For Petitioner : Mr.Vijay Narayan
Senior Counsel
for Mr.R.Parthiban

For Respondents : Mr.S.Vasudevan

O R D E R
(Through Video Conferencing)

The relief sought for in the present writ petition is to quash the order passed by the 2nd respondent in proceedings dated 03.08.2011 and direct the respondents to sanction and disburse the claim made by the petitioner in respect of the Insurance Policy.

2.The order impugned passed by the New India Assurance Company Limited, reveals that they have invoked the terms and conditions of the policy and rejected the claim made by the petitioner. Thus, the issues arose on account of the contractual obligations between the parties. An Insurance Policy is a contract and the terms and conditions are to be considered. Thus, the High Court cannot adjudicate such disputed issues arising from and out of the contractual obligations between the parties. It requires examination of documents, evidence, including oral evidence. Thus, the aggrieved person has to approach the competent Court of Law for redressal of grievances. The power of judicial review conferred under Article 226 of the Constitution of India cannot be extended for the purpose of adjudication of such disputed issues arising from and out of certain contractual obligations between the parties, which are all to be adjudicated elaborately by conducting a trial. Merely based on the affidavits and photocopies of the documents, issues cannot be settled.

3.Thus, the petitioner is at liberty to approach the competent Court of Law for effective adjudication of issues between the parties. The petitioner is at liberty to file an application to condone the delay and the period of pendency of the present writ petition is to be taken into consideration for the purpose of condoning the delay, if any, for initiation of further proceedings.



With these observations, the writ petition stands disposed of. No costs. Consequently, connected miscellaneous petition is closed.

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Sd/-
Assistant Registrar

// True Copy //

Sub Assistant Registrar

mkn

To

1.The Chief Manager,
M/s.New India Assurance Company Limited,
Marine Hull Tech Department,
Head Office,
87, Mahatma Gandhi Road, Fort,
Mumbai - 400 001.

2.The Divisional Manager,
M/s.New India Assurance Company Ltd.,
21, Patulos Road,
Chennai - 600 002.

+1CC to Mr.R.Parthiban, Advocate, SR.No. 56076

+1CC to Mr.S.Vasudevan, Advocate, SR.No. 55652

W.P.No.23578 of 2012

NR(CO)
B.VC (08/11/2021)