IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:22.07.2021

CORAM

THE HONOURABLE MR.JUSTICE R.MAHADEVAN

W.P. NO. 15060 OF 2021

D. Santhamani .. Petitioner

Versus

1. The Chairman(IRDA)
Office of the IRDA
Insurance Ombudsman Office,
of the Insurance Ombudsman Fatima
Akhtar Court, 4th Floor,
453, (oe 312) Anna Salai,
Teynampet, Chennai - 600 018.

2. M/s Religare Health Insurance
Represented by its Chief Executive Officer,
Registered office at
5th Floor, 15 Chawala House
Nehru Place,
New Delhi - 110 019.

3. The Branch Manager,
M/s Religare Health Insurance
No.201/1, The Avenue Ground Floor,
West TV Samy Road, R.S.Puram,
Coimbatore - 641 002.

4. M/s Housing Development Finance
Corporation,
Represented by its Regional Manager,
HDFC House,
No.29, Kamaraj Road,
Near Circuit House,
Coimbatore - 641 018. .. Respondents

Writ Petition filed under Article 226 of Constitution of India, praying for issuance of Writ of Mandamus to direct the 1st respondent to consider the representation of the petitioner dated 10/02/2021 and issue appropriate direction to the 2nd respondent to issue the claim insured amount of Rs.25,00,000/- and eligible bonus or other benefits in respect of Insurance Policy covered to the Housing Loan A/c No.622557569 and adjust the same against the Housing Loan outstanding as on 03.08.2018 (i.e. date of death of the principal borrower) and consequently, return the title deed within a time limit.

For Petitioner: Mr.N.Umapathi

ORDER

The petitioner has come up with this Writ Petition praying to issue a Writ of Mandamus directing the 1st respondent to consider her representation dated 10.2.2021 and to issue appropriate direction to the 2nd respondent to issue the claim insured amount of Rs.25,00,000/- and eligible bonus or other benefits in respect of Insurance Policy covered to the Housing Loan A/c No.622557569 and adjust the same against the Housing Loan outstanding as on 03.08.2018 (i.e. date of death of the principal borrower) and consequently, return the title deed within a time limit.

2. According to the petitioner, her husband by name Durairaj, since deceased, had obtained a loan of Rs.22,39,564 from HDFC Bank by depositing the title deeds in respect of his property on 16.2.2017. He also subscribed to a health insurance policy with the 2nd respondent under Policy No.11062058 on 7.3.2017 for Rs.22,00,000/- and the policy period is between 7.3.2017 and 06.3.2020. Further, the Health Insurance Policy obtained from the second and third respondents also cover the housing loan borrowed from Housing Development Finance Corporation Limited viz., in the event of death by the principal borrower, the policy amount payable to the deceased will cover the liability of the deceased towards the housing loan.

3. It is the case of the petitioner that her husband, who was working as Manager at Mekala Machineries, died suddenly due to heart attack on 3.8.2018 leaving behind herself and her mother in law as his only legal heirs. After the death of her husband, the petitioner was unable to regularise the balance loan instalments payable to HDFC Bank. The Bank has also issued a notice on 17.10.2019 calling upon the petitioner to surrender the vacant possession of secured asset, pursuant to which, the petitioner issued a legal notice dated 25.11.2019 to the 2nd respondent to sanction death benefits of her deceased husband as per the Health Insurance Policy. The Bank issued a letter on 14.1.2020 requiring her to produce certain documents, which the petitioner has produced. However, the second and third respondents did not disburse the amount payable to the petitioner under the Health Insurance Policy subscribed by her deceased husband. Therefore, the petitioner made a representation on 10.2.2021 to the 1st respondent requesting to issue appropriate direction to the respondents 1 and 2 to consider the sanction of

the death benefits of her deceased husband. As there was no response to her representation dated 10.02.2021, the petitioner has filed this writ petition.

4.The petitioner, as legal heir of her deceased husband, made a claim for death benefits covered under the health insurance policy with the respondents 2 and 3. It is stated by the petitioner that inspite of submission of claim petition supported by documentary evidence, the respondents 2 and 3 did not disburse the death benefits payable to her. The petitioner therefore, submitted a representation on 10.02.2021 to the first respondent seeking to intervene in the matter of non-disbursement of the policy amount payable by the respondents 2 and 3 on the death of her husband. It is claimed by the petitioner that her representation dated 10.02.2021 has not been considered at all by the first respondent. In such view of the matter, this Court hereby direct the first respondent to consider the representation of the petitioner dated 10.2.2021 and pass appropriate orders, after giving an opportunity of personal hearing to the petitioner as well as the respondents 2 and 3, on merits and in accordance with law, within a period of six weeks from the date of receipt of a copy of this order.

5. The Writ Petition is disposed of accordingly. No costs.

Sd/-
Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

msr/rsh

To

The Chairman(IRDA)
Office of the IRDA
Insurance Ombudsman Office
Fatima Akhtar Court, 4th Floor,
453, (oe 312) Anna Salai,
Teynampet, Chennai - 600 018

+1cc to Mr.N.Umapathi, Advocate, S.R.No.35210

W P No. 15060 of 2021

JPL(CO)
PM/17/09/2021