IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.12.2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.20417 OF 2014

Mrs.Gold Sheeba

... Petitioner

Vs.

1. The Insurance Ombudsman,
   " Fathima Akhtar Court"
   4th Floor, 453, Anna Salai,
   Teynampet, Chennai -18.

2. The Zonal Manager,
   Life Insurance Corporation of India,
   Southern Zonal Office,
   121, Anna Salai, Chennai -2.

3. The Branch Manager,
   Life Insurance Corporation of India,
   Tirunelvei Division,
   Jeevan Prakash, P.B.No.183,
   Tirunelvei 627 002.

...Respondents

PRAYER : Writ Petition filed Under Article 226 of the Constitution of India, to issue a writ of Certiorarified Mandamus, calling for the records on the files of the 1st respondent in Award No.IO(CHN)/A/LI-010/2014-15 dated 09.06.2014 and quash the same being illegal, invalid, and violated the principles of natural justice and contrary to the law and direct the 3rd respondent to pay the petitioner the benefits due under the LIC policy No.322040430 dated 20.05.2006.

For Petitioner	:	Mr.D.Vijayakumar
For Respondents	:	Mr.K.N.Parthasarathy [For R2 and R3]
		No Appearance - R1

O R D E R

The order passed by the 1st respondent-The Insurance Ombudsman in proceedings dated 09.06.2014 is under challenge in the present writ petition.

2. The husband of the petitioner Late.N.Jebadurai, a light vehicle driver and playing vehicles in and around Nagercoil Area. He took Life Insurance Policy with the respondent / Life Insurance Corporation of India for a sum of Rs.2,00,000/- (Rupees Two Lakhs). The husband of the petitioner paid the premium dues also. All of a sudden, the husband of the petitioner was hospitalised on 20.09.2008 and died on 11.10.2008 due to Meningo encephalitis, Toxic encephalopathy ailment. On account of the sudden demise of the husband of the petitioner, the family was in penurious circumstances and the petitioner claimed the Life Insurance amount based on the Policy. However, the respondents rejected the claim on the ground that the husband of the petitioner suppressed the medical records and therefore, the claim cannot be honored in view of the repudiation clause that the policy was not taken with good faith. The petitioner approached the Insurance Ombudsman, who in turn, rejected the claim of the writ petitioner on the ground that repudiation of the claim by the Insurer by nullifying the revival of the policy was done as per the terms and conditions of revival of the policy and is fully justified and warrants no interference at the hands of the Ombudsman since non-disclosure of material facts relating to health in the personal statement regarding health submitted at the time of revival of the policy has been clearly established. Accordingly, the complaint filed by the petitioner was dismissed.

3. This Court is of the considered opinion that repudiation clause had been invoked by Life Insurance Corporation of India on the ground that the husband of the petitioner suppressed the medical records and taken a policy. Thereafter, he was admitted in the hospital and admittedly, died. Under those circumstances, the Life Insurance Corporation of India invoked the repudiation clause on the ground of suppression of medical records and also on the ground of good faith. The issues were elaborately adjudicated before the Insurance Ombudsman with reference to the facts and circumstances and the Ombudsman also formed an opinion that the invocation of repudiation clause by the Insurance Company is in consonance with the terms and conditions of the policy and there is no infirmity as such.

4. This being the findings of the Ombudsman, this Court is of an opinion that any further factual adjudication with reference to the documents and evidences cannot be done by this Court in a writ proceedings under Article 226 of the Constitution of India. If at all, the petitioner is raising certain factual ground with reference to the documents and evidences, it is left open to her to approach the Competent Court of Law or otherwise for adjudication of facts and circumstances. Contrarily, High Court cannot undertake such a process.

5. As far as the findings of the Ombudsman is concerned, the petitioner is not eligible to get the Insurance amount.

6. The power of judicial review of the High Court is to ensure the process through which the decision is taken by the Competent authority in consonance with the provisions of law and by following the procedures, but not a decision itself. Thus, the scope of Power of Judicial review in a writ proceedings are limited and cannot be extended for the purpose of adjudication of documents and evidences including oral evidences.

7. This being the factum, the petitioner is at liberty to approach the Competent Court of Law, if so advised. However, this Court is not inclined to interfere with the findings of the Ombudsman, which was issued based on the facts and circumstances. With these observations, the writ petition stands disposed of. No costs.

Sd/-
Assistant Registrar(CS-VII)

//True Copy//

Sub Assistant Registrar

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To

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+1cc to M/s.D.Vijayakumar, Advocate, S.R.No.66440

W.P.No.20417 of 2014

CP(CO)
RLP(27/12/2021)