



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01-12-2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

WP No.17199 of 2014

M.Anbarasi

...Petitioner

vs.

1.The Insurance Ombudsman,
New No.453 Old No.312,
Anna Salai,
Teynampet,
Chennai - 600 018.

2.LIC of India, Represented by its
Manager (CRM),
153, Anna Salai, II Floor,
Division Office No.I,
Chennai - 600 002.

...Respondents

Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Certiorarified Mandamus, calling for the records pertaining Ombudsman Award No.IO (CHN) I - 080 /2013-2014 dated 20.11.2013 on the file of the Insurance Ombudsman - Chennai Respondent, quash the same with further direction to direct the Life Insurance Corporation of India, second respondent to pay the full Insurance amount as per the Policy.

For Petitioner : Mr.R.Hashwanth for
Mr.V.Venkata Seshaiya

For Respondents : Mr.M.Loganathan

O R D E R

Contractual obligation between the parties to the lis on hand pursuant to the Insurance Policy, is under challenge in the present writ petition.

2. No doubt, the petitioner approached the Insurance Ombudsman for the redressal of her grievances. However the Insurance Ombudsman also rejected the claim of the petitioner.



3. The basis for the claim of the petitioner is that the respondent-Insurance Company invoked the repudiation clause in the Insurance Policy in an unreasonable manner and contrary to the facts established. Thus the invocation of repudiation clause by the Insurance Company is improper.

4. Such contractual implications between the parties and violations of terms and conditions of contract cannot be adjudicated by the High Court in the writ proceedings under Article 226 of the Constitution of India. An elaborate adjudication is imminent for the purpose of resolving these issues and such adjudications are to be done based on the documents and evidences, including oral evidences if required. Thus, the petitioner has to approach the Competent Court of Law for adjudication of all these aspects.

5. By considering the general grounds raised in the writ petition, if any order is passed by a Writ Court, there is a possibility of omission, commission or error in the matter of resolving such factual disputes. Thus, in all circumstances, wherever the contractual obligations are raised as a ground in the writ proceedings, the parties should be allowed to go before the Competent Civil Court for the purpose of resolving their disputes.

6. Thus, the petitioner is at liberty to approach the Competent Civil Court of Law for the purpose of redressal of her grievances. In the event of approaching the Civil Court of Law by the petitioner, such Court shall consider the period during which the writ petition was pending before this Court for the purpose of condoning the delay if any condone delay petition is filed by the petitioner.

7. With the abovesaid liberty, the writ petition stands disposed of. However, there shall be no order as to costs.

Sd/-
Assistant Registrar(CS-IX)

// True Copy //

Sub Assistant Registrar

Svn

To

1.The Insurance Ombudsman,
New No.453 Old No.312,
Anna Salai, Teynampet,
Chennai - 600 018.



2.The Manager (CRM),
LIC of India,
153, Anna Salai, II Floor,
Division Office No.I,
Chennai - 600 002.

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+1cc to Mr.K.Karthik Jagannath, Advocate SR.No.63238

W.P.No.17199 of 2014

NMI (CO)
RVM(13/12/2021)