



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.11.2021

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.23142 of 2019

S.Azhagirisamy

... Petitioner

Vs.

1. Life Insurance Corporation,
Rep by its Sr Manager,
City branch No.15/382nd floor,
South India Cooperative Building
Anna Salai, Chennai 600 002.

2. Bank of Baroda,
Rep. by its Manager,
Guduvancheri Branch,
Kanchipuram District.

3. R.Arul

... Respondents 1 to 3

(Cause title of R2 amended as per the order of this Court dated 28/11/2019) WMP.No.34043/2019 in MP.23142/2019

Prayer: Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus directing the 1st Respondent to renew Policy bearing Number 714914324 with all benefits within a time limit as stipulated by this Hon'ble Court.

For Petitioner : M/s.Sarvabhauman Associates

For Respondent R1 : Mr.Deepak Narayanan

For Respondent R2 : Mr.G.R.Lakshmanan

ORDER

The petitioner has filed this writ petition seeking issuance of Writ of Mandamus directing the 1st Respondent to renew Policy Bearing Number 714914324 with all benefits within a time limit as stipulated by this Hon'ble Court.

2.The case of the petitioner is that the petitioner is a retired employee from MTC, Chennai and during his service he has availed a Jeevan Anand Policy Bearing Number 714914324 from 1st



respondent for a period of 15 years and he had to make quarterly payments of a sum of Rs.2,333/- each and he made the payments regularly. The petitioner as a guarantor offered his said policy as security for 3rd respondent for availing a sum of Rs.60,000/- for purchasing a Xerox machine from 2nd Respondent Bank and it is alleged that the 3rd respondent was defaulting in repaying the loan amount. Thereafter, the petitioner received a notice dated 19.12.2018 from 1st Respondent Corporation stating that they had surrendered Rs.1,13,308/- of his policy amount to the 2nd Respondent Bank without any prior notice. Though the petitioner made several representations to the 2nd Respondent for reconsidering the surrender of his policy and requested them to reassign the same, however, the 2nd Respondent Bank has replied on 23.05.2019 stating that they also have the intention to reinstate the policy. However, no action has been taken by the 1st respondent bank. Hence, this writ petition.

3.The learned counsel appearing for the petitioner submitted that the 1st respondent bank has surrendered the policy amount of the petitioner without any prior notice and the petitioner made multiple representation to the 1st respondent bank to renew Policy Bearing Number 714914324 with all benefits. Though the 1st respondent bank agreed with the petitioner's request, till date no steps has been initiated by the 1st respondent bank. Hence, he prays this Court to issue direction to the 1st Respondent bank to renew the said Policy.

4. The learned counsel for the first and second respondent has no serious objection for the prayer sought for by the petitioner and agreed to pay balance amount to the petitioner within a period of two weeks or within the time frame stipulated by this Court.

5. Heard the arguments advanced on either side.

6. In view of the aforesaid submissions, this Court without expressing any opinion on the merits of the case directs the 1st and 2nd respondents to consider the petitioner's representation and pay the balance amount within a period of two weeks from the date of receipt of a copy of this order. This Court also grants liberty to the petitioner to sue the third respondent.

7. This Writ Petition is accordingly disposed of. No costs.

Sd/-
Assistant Registrar(CS-II)

//True Copy//

Sub Assistant Registrar



To

- NK (CO)
SB (08/12/2021)