



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 02.07.2021

CORAM :

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

W.P. (MD) .No.10969 of 2021

1. VR.Shiva
2. MRChandra

...Petitioners

Vs.

1. The Branch Manager,
Life Insurance Corporation of India,
252-254, VOC Street, Karaikudi-623 001.
2. The Divisional Manager,
Office of the Divisional Manager,
Life Insurance Corporation of India,
Jeevan Prakash, Bridge Station Road,
Sellur, Madurai-625 002.
3. The Zonal Manager,
Office of the Zonal Manager,
Life Insurance Corporation of India,
No.153, LIC Building, Annasalai, Chennai-600 002.
4. The Manager(CRM),
Customer Relationship Management Department,
"Jeevan Prakash", Divisional Office,
P.B.No.16, Sellur, Madurai-625 002.
5. The Insurance Ombudsman,
Fathima Akthar Court,
4th Floor, 453, (Old No.312),
Annasalai, Teynampet,
Chennai-600 018.

...Respondents

Prayer: This Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records of the fourth respondent, dated 19.03.2021 and quash the same and consequently, direct the respondents 1to 4 to refund the premiums of Rs.62,916.58/- & Rs.64,005.46/- paid by the petitioners in respect of the policy Nos.308921037 & 308921036 respectively.

For Petitioners : Mr.S.I.Muthiah



ORDER

This Writ Petition has been filed challenging the proceedings of the fourth respondent, dated 19.03.2021, wherein, the request made by the petitioners, seeking for return of premium, was rejected by the Life Insurance Corporation.

2. The case of the petitioners is that they took a policy before the respondent Corporation and the tenure of the policy was fixed as thirty five (35) years. The premium must be paid for the policy on a quarterly basis. The sum assured under the policies is Rs.12,00,000/- (Rupees Twelve Lakhs only). It is stated that the petitioners had paid the premiums for seven quarters amounting to a sum of Rs.62,916.58/- and Rs.64,0005.46/- respectively. Thereafter, due to adverse financial constraints and the illness suffered by the second respondent, the petitioners were not able to pay the premiums and continue with the policies. Therefore, the policies taken by the petitioners lapsed.

3. The petitioners made a representation on 14.03.2021, seeking for the refund of the premium that has already been paid by them. This representation was rejected by the fourth respondent, by virtue of the impugned letter, dated 19.03.2021. Aggrieved by the same, the present Writ Petition has been filed before this Court seeking for appropriate directions.

4. Heard Mr.S.I.Muthiah, learned counsel appearing on behalf of the petitioners.

5. In the considered view of this Court, the terms and conditions of the policy makes it very clear that the policy-holder will be entitled for refund, only, if the premium has been paid atleast for a period of three years. Admittedly, this condition has not been satisfied by the petitioners.

6. The learned counsel appearing for the petitioners submitted that the condition itself is arbitrary and opposed to the public policy and the petitioners did not have equal bargaining power with the respondent Corporation.

7. The grounds raised by the learned counsel appearing for the petitioners cannot be taken into consideration while dealing with a Writ Petition. Admittedly, the petitioners have entered into a contract with the respondent Corporation while taking the policies. The condition in the policy mandates that the policy-holder will be entitled to refund only the premium is



paid for atleast three years. If according to the petitioner, this condition is so unconscionable, it is left open to the petitioners to challenge it before a competent Civil Court. This Court, exercising its writ jurisdiction, cannot declare the conditions in a contract as void. Just because, the respondent is a corporation belonging to the Government of India, that does not mean this Court will exercise its writ jurisdiction even in cases where it involves a private contract between the parties.

8. In view of the above discussion, this Court is not inclined to entertain this Writ Petition and it is left open to the petitioners to work out their remedy in the manner known to law.

9. This Writ Petition stands dismissed accordingly. No costs.

Sd/-

Assistant Registrar (CS-II)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

tsg

NOTE:

In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

+1 CC to M/s.S.I.MUTHIAH, Advocate (SR-21288[F] dated 06/07/2021)

Order made in
W.P. (MD) .No.10969 of 2021
Dated
02.07.2021

CN(12.07.2021) 3P 2C