IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.03.2023

CORAM :

THE HONOURABLE MR. JUSTICE **M. DHANDAPANI**

W.P.No.9059 of 2018 and
W.M.P.No.10914 of 2018

A.Kandasamy ... Petitioner

Vs.

1. The Insurance Ombudsman,
Office of the Insurance Ombudsman,
Fatima Akhtar Court, 4th Floor,
No.453, Anna Salai, Teynampet,
Chennai – 600 018.

2. M/s.Axis Bank Ltd,
Represented by its Branch Manager,
No.164, Bussy Street,
Pondicherry – 605 001.

3. M/s.Max Life Insurance Company Limited,
JK Tower, 1st Floor,
100 Feet Road, Saram,
Pondicherry – 605 013. ... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, calling for the records of the impugned communication of the 1st respondent herein in Ref: CHN-L-032-1718-0874 dated 12.02.2018 addressed to the petitioner herein and quash the same and consequently direct the 1st respondent herein to dispose the petitioner's Complaint dated 09.02.2018 within a stipulated time.

For Petitioner : Mr.P.Dinesh Kumar

For Respondents : Mr.M.B.Raghavana for R1
M/s.V.V.Sivakumar for R2
M/s.Gaurav V.Chatterjee for R3

ORDER

This Writ Petition has been filed seeking for a Writ of certiorarified Mandamus to quash the impugned communication of the 1st respondent herein in Ref: CHN-L-032-1718-0874 dated 12.02.2018 addressed to the petitioner herein and consequently direct the 1st respondent herein to dispose the petitioner's Complaint dated 09.02.2018.

2. The case of the petitioner is that the petitioner has availed Life Insurance Policy namely "MAX LIFE GAIN PLUS 20" and paid two premiums for himself and and one premium in favour of his wife in the year 2012. The petitioner further states that on the advice given by the Manager of the second respondent, the petitioner has paid the premium for two years. During the year 2018, when the petitioner enquired about the policies, he came to know that the policies are at the stage of termination, due to non payment of subsequent premium. Hence, immediately the petitioner has addressed a representation dated 09.02.2018 to the first respondent seeking advice to proceed further in this regard. Upon receipt of the said

representation, the first respondent has sent a reply dated 12.02.2018 stating that the complaint did not fall within the domain of the first respondent. Aggrieved over the same, the present writ petition has been filed seeking the relief supra.

3. When the matter is taken up for hearing learned standing counsel appearing for the third respondent upon instructions assures the Court that the premium paid by the petitioner will be returned back to the petitioner within a period of four weeks from the date of receipt of a copy of this order.

4. In the light of the aforesaid submission made by the learned standing counsel appearing for the third respondent, the grievance of the petitioner stands resolved. In view of the consent expressed, this Court directs the third respondent to return the premium amount excluding the interest within a period of four weeks from the date of receipt of a copy of this order. Accordingly, this writ petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

24.03.2023

Index : Yes / No
Speaking order / Nonspeaking order
Neutral Citation Case : Yes / No
rap

To

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M.DHANDAPANI, J.

rap

W.P.No.9059 of 2018

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W.M.P.No.10913 of 2018
in
W.P.No.9059 of 2018

M.DHANDAPANI., J.

Dispensed with for the present.

24.03.2023
(2/2)

RAP