



W.A.No.3451 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.12.2023

CORAM :

THE HON'BLE MR.SANJAY V.GANGAPURWALA, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

W.A.No.3451 of 2023

BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED
Airport Road, Yerawada,
Pune - 411 006.

.. Appellant

Vs

1. C.JOSEPH THAVAMONY

2. BAJAJ HOUSING FINANCE LIMITED
5th Floor, Cerbrum IT Park
B2 Building, Holy Cross Road
Kalyani Nagar,
Pune, Maharashtra - 411 014.

3. INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY
9th Floor United India Towers
Basheerbagh, Hyderabad
Andra Pradesh - 500 029.

.. Respondents

Prayer: Appeal under Clause 15 of the Letters Patent to set aside the order passed in W.P.No.34046 of 2022, dated 28.2.2023 by the learned Single Judge.



W.A.No.3451 of 2023

For the Appellant : Mr.M.S.Murali
assisted by Mrs.Gurmeet Kour
for M/s.R and P Partners

For the Respondents : Mr.K.Thilageswaran
for 1st respondent

JUDGMENT

(Delivered by the Hon'ble Chief Justice)

Heard Mr.M.S.Murali, learned counsel for the appellant; and
Mr.K.Thilageswaran, learned counsel for the first respondent.

2. The present first respondent had filed a writ petition, bearing W.P.No.34046 of 2022, before the learned Single Judge seeking directions against the respondents therein to honour the claim amount of Rs.71,30,117/- [Rupees Seventy-One Lakh Thirty Thousand One Hundred and Seventeen only] in respect of the Group Credit Protection Plus Policy made by the first respondent/original writ petitioner.

3. It was the case of the first respondent/original petitioner that a housing loan was obtained by the first respondent. The first



W.A.No.3451 of 2023

respondent was advised by the second respondent to avail insurance coverage from the appellant herein for the said loan called the Group Credit Protection Plus. The said policy was availed. The date of commencement of risk of the said policy was 28.2.2019. The first respondent had paid a sum of Rs.5.53 lakh. The sum assured was Rs.71,30,117/- [Rupees Seventy-One Lakh Thirty Thousand One Hundred and Seventeen only]. The loan was paid in entirety on 4.2.2021. No-objection Certificate was issued by the second respondent. In August, 2021, the first respondent was diagnosed with blood cancer. The first respondent made claim on the policy on or about 25.9.2021. The same is not paid. The learned Single Judge allowed the writ petition observing that it is the respondents in the writ petition who had asked the original writ petitioner to get the insurance coverage and it was not on the basis of the representation of the writ petitioner. The said order is assailed in the present writ appeal.

4. Learned counsel for the appellant submits that the appellant could not appear before the learned Single Judge. The summons



W.A.No.3451 of 2023

was served on a different department and the other department of the present appellant did not inform the appellant about the service of notice. As such, the appellant could not appear. Learned counsel for the appellant submits that opportunity be given to the appellant to put forth its case.

5. Learned counsel for the appellant further submits that the premium amount paid by the first respondent to the tune of Rs.5.53 lakh has been refunded to the first respondent.

6. Learned counsel for the first respondent/original petitioner submits that the court notice was served upon the appellant herein. The private notice was also served upon the appellant, but the appellant consciously remained absent. Even a criminal case is registered against the officials of the appellant.

7. It appears from the record that the present appellant did not appear before the learned Single Judge to put forth its case. We may consider the reasons given by the present appellant. The



W.A.No.3451 of 2023

learned Single Judge had come to the conclusion about the liability of the present appellant to pay the amount under the insurance policy. However, with a view to give one more opportunity to the appellant, we are inclined to remit the matter to the learned Single Judge on certain conditions:

- (i) the impugned order passed by the learned Single Judge is set aside only on the ground that the present appellant did not appear before the learned Single Judge, however, on condition that the appellant shall deposit an amount of Rs.66 Lakh in this court on or before 22.1.2024;
- (ii) the parties herein shall appear before the learned Single Judge on 22.1.2024;
- (iii) the present appellant shall file his counter on or before 22.1.2024;
- (iv) in case the appellant fails to deposit the amount as directed above, then the writ appeal shall be deemed to be dismissed. If the



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W.A.No.3451 of 2023

amount is deposited as directed, then the writ petition be decided on its own merits.

The writ appeal is disposed of accordingly. There will be no order as to costs. Consequently, C.M.P.No.28259 of 2023 is closed.

(S.V.G., CJ.)

(D.B.C., J.)

15.12.2023

Index : Yes/No
Neutral Citation : Yes/No
sasi

To:

1. BAJAJ HOUSING FINANCE LIMITED
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W.A.No.3451 of 2023

THE HON'BLE CHIEF JUSTICE
AND
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(sasi)

W.A.No.3451 of 2023

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