BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 19.06.2023

CORAM:

THE HONOURABLE MS.JUSTICE P.T.ASHA

W.P.(MD) No.9124 of 2020

R.J.Ajit Kumar ... Petitioner

Vs.

1.The Insurance Ombudsman,
State of Tamilnadu & Pondicherry,
Fathima Akhtar Court, 4th Floor,
453, Anna Salai, Teynampet,
Chennai-600 018.

2.The Zonal Manager,
South Zonal Office,
LIC of India, LIC Buildings,
P.B.No.2450, 102-Anna Salai,
Chennai-600 002.

3.The Divisional Manager,
Claims Department,
LIC of India, Sellur,
Madurai-625 002.

4.The Branch Manager,
LIC of India, City Branch-IV,
Gnanaolivupuram,
Madurai-625 016. ... Respondents

Prayer :- Petition filed under Article 226 of the Constitution of India, praying for issuance of Writ of Certiorarified Mandamus, calling for the records pursuant to the impugned order dated 16.03.2020 passed by the first respondent, confirming the policy amount as Rs.1,27,166/- for the Policy No.743935353, quash the same and consequently, directing the respondents to pay the entire maturity policy amount to the petitioner.

For Petitioner : Mr.G.Rajan

For Respondents : Mr.C.Godwin

ORDER

The petitioner seeks writ of certiorarified mandamus to quash the order passed by the first respondent on 06.03.2014 confirming the policy amount of Rs.1,27,166/- for the Policy No.743935353 and direct the respondents to pay the entire policy maturity amount to the petitioner.

2. It is the case of the petitioner that he is the son of one G.Ramuthai @ Selvi. She had died on 11.08.2018 due to illness. His father Jeyakumar had pre-decreased her in the year 2009. The petitioner would submit that he has a sister younger to him and she is married and

living at Pabanasam, Thanjavur District. During her life time, his mother had opened two policies with the Life insurance Corporation of India. One of the policy commenced on 10.03.2006 and other on 15.12.2010. In the policy, which is commenced on 15.12.2010, the petitioner has been mentioned as nominee and in the other policy, his sister Jayanthipriya has been mentioned as nominee. In respect of the policy No.743935353, the mother paid premium once in three months at the rate of Rs.2,220/- directly to the LIC Office. She had became heart patient in the year 2011 and she was taking treatment continually for the same. In both policies, the petitioner's mother has been paying premium regularly without any default . However, due to certain unexecepted circumstances, she was not able to pay the premium in respect of the policy, subject matter of this writ for the period from March 2016 to March 2017 and the policy had lapsed in March 2017. Thereafter, in April 2017, the petitioner's mother had paid the four premiums and the policy was revived in the month of April 2017.

3. It is after this that the petitioner's mother had passed away. The

petitioner, therefore, made a claim before the fourth respondent and the fourth respondent had called for the medical records of the petitioner's mother. After receipt of all the documents, the first respondent had sent an intimation to the petitioner's sister that the amount in respect of the other policy has been fully credited to the tune of a sum of Rs.2,64,653/-. Thereafter on 04.03.2019, the third respondent had sent a letter declining to pay compensation, since it is their case that his mother died within three years of the Policy No.743935353. The petitioner had immediately sent a representation to the second respondent on 18.05.2019 together with all the medical records. The second respondent had sent an order through the third respondent on 09.10.2019 after huge delay. The petitioner had preferred an appeal before the first respondent on 01.02.2020 and by the impugned order dated 16.03.2023 a sum of Rs.1,27,166/- has been granted by the third respondent. Hence, the present writ petition.

4. The learned counsel appearing on behalf of the respondents has submitted a counter *inter alia* contending that the petitioner's mother had

not disclosed her illness and she has been undergoing treatment for dilated Cardio Myopathy, Severe left Ventricle dysfunction and Hypothyroidism etc. The respondents would further submit that the petitioner has been in and out of hospital. There is a revival of the policy during the lifetime of the life assured, but before the end of the premium paying term and within a period of five years from the date of the first unpaid premium. He would further submit that the life that was assured was not a good life and the policy revival was done only on the basis of misrepresentation in as much as the petitioner's mother has not informed the respondents about her aliments and the petitioner would not have revive the policy.

5. Heard the learned counsel appearing on either side.

6. It is admitted that at the time of revival of the policy, the petitioner's mother has not deemed it fit to disclose her ailments. She has given out that she was healthy when she was revived the policy. However, the records would show otherwise. Therefore, I do not see any

reason whatsoever to interfere with the impugned order passed by the first respondent on 06.03.2014 and accordingly, this writ Petition is dismissed. No costs.

19.06.2023

NCC : Yes/No
Index : Yes/No
Internet : Yes
cp

P.T.ASHA, J.

cp

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Dated: 19.06.2023