



W.P(MD)No.17978 of 2015

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 18.08.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.17978 of 2015

Rajamani

... Petitioner

Vs.

The Divisional Manager,
United India Insurance Company Limited,
Divisional Office Marthandam,
Kanyakumari District.

... Respondent

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, calling for the records relating to the impugned order passed by the respondent dated 02.09.2015 and quash the same and consequently direct the respondent to disburse the policy amount due to the petitioner based on the policy bearing No.091601/11/09/11/00000840 within a time frame as fixed by this Court.



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For Petitioner : Mr.B.Prahalad

For Respondent : Mr.Shajahan,
Standing Counsel.

ORDER

Heard the learned counsel on either side.

2.The petitioner was running a furniture mart in the name and style of Sri Ram Furniture and also a Saw Mill. He had insured the building as well as the articles inside. Contending that he has suffered a huge loss on account of damage of the goods by the antisocial elements, claim was lodged. The insurer negatived the claim and communicated their decision vide letter dated 02.09.2015. Challenging the same, the present writ petition came to be filed.

3.The learned counsel for the petitioner reiterated all the contentions set out in the affidavit filed in support of the writ petition and called upon this Court to grant relief as prayed for.



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4.The learned standing counsel for the insurance company submitted that the impugned order is a well reasoned one and that it does not warrant interference. He pressed for dismissal of the writ petition.

5.I carefully considered the rival contentions and went through the materials on record. There is no dispute that the petitioner had insured the building and the articles inside there. But then, the question is whether circumstances set out in the policy are attracted. The learned standing counsel points out that the petitioner was the tenant and the landlord obtained eviction decree against him and the demolition of the building took place by way of enforcing and executing the eviction decree. Such circumstance is not clearly contemplated under the policy terms and conditions. It is obvious that the petitioner would have removed the articles kept inside the building before the demolition actually had taken place. There is yet another aspect that is adverse to the petitioner. The occurrence had taken place on 08.07.2010. The petitioner had send his intimation only on 13.12.2010. There is lapse of more than 5 ½ months. Hence, the insurer cannot be blamed. The



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reasons set out in the impugned communication is justified and it is sustained and the writ petition stands dismissed. No costs.

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NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
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G.R.SWAMINATHAN, J.

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