D/L. 14.
February 21, 2024.
MNS.

WPA No. 28886 of 2023

Srimati Shubhra Das and another
Vs.
The National Insurance Company Limited
and others

Mr. Sanjib Kumar Mukhopadhyay,
Ms. Nargis Parveen,
Ms. Prama Ray

… for the petitioners.

Mr. Rajesh Singh,
Mr. Anniruddha Singh

…for the respondent no. 1.

1. Ms. Nargis Parveen appearing with her learned senior submits that the petitioner no. 1 is an octogenarian and he opened an insurance policy with the respondent no. 1-Insurance Company.
2. It is contended that despite the petitioners having paid due amount for renewal of the policy, the renewal was refused by the insurer, prompting the petitioners to prefer the present writ petition.
3. Learned counsel appearing for the respondent-Insurance Company points out that it was clearly indicated in the policy document itself, which is also annexed to the writ petition, that the same was effective from

August 3, 2022 to the midnight of August 2, 2023.

4. A clause, given as a note in the policy in block letters, clearly indicates that the said policy would be discontinued from next renewal. The subject policy shall be migrated to any other retail health insurance policies at the time of renewal. The insured was also advised to contact the policy issuing office 45 days prior to the date of expiry of the subject policy.
5. Learned counsel for the petitioners submits that the petitioners did not so approach but made a bank transfer of the renewal amount thereby giving no opportunity to the respondent no. 1-Insurance Company to refuse to accept the same.
6. However, the Insurance Company contends that it is willing to refund the amount of Rs.10,442.72 paise paid by the petitioners erroneously, alternatively to migrate the petitioners to another existing policy, the minimum premium of which would have to be Rs.36,000/- per year.
7. In fact, learned counsel for the Insurance Company takes an absolutely fair stand in submitting that the Insurance Company is even willing to migrate the petitioners to the

said subsequent policy from a back date, although the time for so migrating has technically expired, keeping in view the age of the petitioners and taking a sympathetic approach to the petitioners.

8. Upon hearing learned counsel for the parties, it transpires that the respondent no. 1-Insurance Company is justified in pointing out that the clause of non-renewal and migration was clearly indicated in the policy which has been annexed to the writ petition, thereby proving the knowledge of the petitioners regarding the same.

9. In view of the fair stand taken by the Insurance Company, such options as indicated by the insurer are required to be given to the petitioners.

10. However, no relief can be granted by directing the Insurance Company mandatorily to renew the previous policy since the same has since been withdrawn, which was clearly indicated in the policy document itself.

11. Accordingly, WPA No. 28886 of 2023 is disposed of by directing the petitioners to approach the respondent-Insurance Company within a fortnight from date if the petitioners are willing to be migrated to a different policy,

the minimum amount of premium for which will be Rs.36,000/- approximately per year.

12. If so approached, the respondent no.1-Insurance Company shall permit the petitioners to migrate the petitioners' policy to such other policy subject, of course, to the petitioners otherwise complying with due formalities in that regard.
13. In the event, however, the petitioners do not so approach the respondent no. 1-Insurance Company within a fortnight from date as stipulated above, the respondent no. 1-Insurance Company shall refund the amount of Rs.10,442.72 paise paid by the petitioners erroneously within a fortnight thereafter to the petitioners.
14. There will be no order as to costs.
15. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)