IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.04.2024

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

**W.P.No.9465 of 2022**

Mahalakshmi ... Petitioner

-Vs-

1. The Secretary,
Union of India,
Ministry of Finance,
Department of Economic Affairs,
Room No. 129B,
Jeevan Deep Building, Sansad Marg,
New Delhi-110001.

2. The Chairman,
Insurance Regulatory and
Development Authority (IRDAI),
Sy No.115/1, Financial District,
Nanakramguda,
Hyderabad – 500032.

3. The Grievance Redressal Officer,
Reliance General Insurance,
6th Floor, Oberai Commerz,
International Business Park,
Oberai Garden City,
Off Western Express Highway,
Goregaon (E), Mumbai – 400 063. ... Respondents

**Prayer :** Writ Petition filed under Article 226 of Constitution of India praying for the issuance of a Writ of Mandamus, directing the second respondent to issue the legal insurance amount Rs.2,86,739.46 (Two Lakhs eighty six thousand seven hundred thirty nine and forty six only) availed by the petitioner husband in policy No.1202221231113892 as claimed through legal heirs without insisting for any further documents or particulars.

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|---|---|
| For Petitioner | : M/s H.Mubena Almas |
| For R1 | : Mr.A.R.Sakthivel, SPC |
| For R3 | : Mr.P.Suresh Srinivasan |

**ORDER**

This Writ Petition has been filed for direction directing the second respondent to issue the legal insurance amount Rs.2,86,739.46 (Two Lakhs eighty six thousand seven hundred thirty nine and forty six only) availed by the petitioner husband in policy No.1202221231113892 as claimed through legal heirs without insisting for any further documents or particulars.

2. Heard the learned counsel on either side and perused the materials available on record.

3. The petitioner's husband owned a car, Audi Q3 bearing Registration No.TN 07 BX 3550 and insured with the second respondent vide Policy No.1202221231113892. While the said insurance was in force, the car was driven by another person and met with an accident on 22.10.2021, due to which, the car got damaged. The complaint was lodged on 28.10.2021 before the Sub Inspector of Police, Othakadai Police Station, Madurai District and the petitioner was issued damage certificate for the car, as if the car got damaged on its left hand side. On the basis of the insurance policy, the petitioner had claimed the damages that too after repairing the car privately on 27.10.2021 by producing the bills. It was rejected by the third respondent, on the ground that the petitioner, being the legal heir of the original insured person, failed to transfer the policy or obtain a new policy for the vehicle, within a period of three months from the date of demise of the original insurer.

4. A perusal of the Insurance Policy, Condition No.9 says as follows:-

*Condition No.9:*

*In the event of the death of the sole Insured, this policy will not immediately lapse but will remain valid for a period of three months from the death of the Insured or until the expiry of the policy (whichever is earlier). During the said period, legal heir(s) of the insured whom the custody and use of the Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new Insurance Policy for the Motor Vehicle.*

*Where such legal heir(s) desire(s) to apply for transfer of the policy or obtain a new policy for the vehicle such heir(s) should make an application to the company accordingly within the aforesaid period. All such application should be accompanied by -*

- *Death Certificate in respect of insured.*
- *Proof of title to the vehicle.*
- *Original policy.*

5. Admittedly, the petitioner is the legal heir of her husband who was the original insurer of the Policy No.1202221231113892 for his car bearing Registration No.TN 07 BX 3550. Her husband died on 18.06.2021. Thereafter, the petitioner failed to transfer the policy in her name or to take new policy for the car owned by her husband. That apart, on the date of accident, viz., 27.10.2021, it was not informed to the third respondent. No one had visited the place of the accident and surveyed the way of accident. However, the petitioner, after five days from the date of accident, on 27.10.2021 approached the third respondent claiming the

bill amount for the repair which was already done privately by the petitioner. Normally, when a car covered with Insurance Policy and if the car met with an accident, it has to be informed immediately to the insurer and on inspection, the damages will be surveyed and accordingly, the car will be repaired. Whereas, the petitioner did not even inform about the accident immediately and the car was repaired privately. The petitioner simply produced the bill and claimed the amount under the insurance policy that too stands in the name of her deceased husband.

6. Therefore, the third respondent had rightly rejected the claim made by the petitioner and the direction sought for in this writ petition cannot be considered and this writ petition is devoid of merits and is liable to be dismissed. Accordingly, this writ petition is dismissed. There shall be no order as to costs.

02.04.2024

Internet: Yes
Index : Yes/No
Neutral Citation: Yes/No
Speaking/Non Speaking order
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**G.K.ILANTHIRAIYAN. J,**

mn

To

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   Union of India,
   Ministry of Finance,
   Department of Economic Affairs,
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