



WEB COPY



WA No.3098 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.10.2024

CORAM:

THE HON'BLE MR.JUSTICE.D. KRISHNAKUMAR

AND

THE HONOURABLE MR.JUSTICE P.B. BALAJI

WA No.3098 of 2024

C.Joseph Thavamony

: Appellant

Versus

1.Bajaj Allianz Life Insurance Company Limited,
Bajaj Allianz House, Airport Road,
Yerawada,
Pune, Maharashtra -411006

2.Bajaj Housing Finance Ltd.,
5th Floor, Cerebrum IT Park B2 Building,
Holy Cross Road, Kalyani Nagar,
Pune, Maharashtra-411014.

3. Insurance Regulatory and Development Authority,
9th Floor, United India Towers,
Basheerbagh, Hyderabad,
Andra Pradesh-500029.

: Respondents

PRAYER: Writ Appeal filed against the order of the learned Single Judge
in WP No.34046 of 2022 dated 13.08.2024.

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For the Appellant : Mr.Thilageswaran
For the Respondents : Mr.M.Velmurugan
for Mr.P.S.Sashank
for M/S.R and P Partners

JUDGMENT

(Judgment of the Court was delivered by *D.KRISHNAKUMAR, J.*)

The Writ Appeal is filed against the order of the learned Single Judge passed in WP No.34046 of 2022 dated 13.08.2024.

2. According to the appellant/petitioner, the appellant has taken insurance policy and the same was denied by the insurance coverage. Hence, he has raised a dispute before the Insurance Ombudsman and the same was rejected. Challenging the same, the appellant has filed the writ petition. The writ court, dismissed the writ petition on the ground that there is a serious dispute regarding the facts, which has to be tested by process of law and trial. The petitioner was granted liberty to file claim petition before the appropriate court.



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3. We are also of the same view that this Court cannot go into the aforesaid disputed facts, under Article 227 of the Constitution of India. The claim made pursuant to the insurance policy is disputed by the respondent insurance company and therefore, the appellant can seek his remedy before the appropriate forum. The writ court has already granted such remedy to the appellant. When the writ court has already granted such liberty, there is no warrant to interfere with the order of the writ court, and thus the writ appeal fails. Consequently, the writ appeal stands dismissed. There shall be no order as to costs. CMP No.23615 of 2024 is closed.

(D.K.K.J.) (P.B.B., J.)
30.10.2024

Index : Yes/No
Neutral Citation : Yes/No
mrn



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D.KRISHNAKUMAR, J.
and
P.B. BALAJI, J.

(mrn)

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