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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.06.2025

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THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

W.P.No.17207 of 2024

Udayam Explosives
Rep. by its Proprietor Mr.J.Sivakumar
No.6/22, Ramani Nagar, 2nd Street
Krishna Nagar, West Tambaram
Chennai 600 045. .. Petitioner

Vs.

1.The Insurance Regulatory and Development Authority of India
Sy No.115/1, Financial District, Nankramguda
Gachilbowli, Hyderabad-600 032.

2.SBI General Insurance Company Limited
Rep. by its Manager
Good Shepherd Square
No.82, Kodambakkam High Road
Nungambakkam
Chennai 600 034. .. Respondents

Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the 2nd respondent to consider upon the claim arising out of Policy No.P03010622767751, registered as Claim No.MV01486514 and grant the same.

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For Petitioner : Mr.B.Nithish Kumar

For Respondents : Mr.M.B.Gopalan
for M/s.M.B.Gopalan Associates
for R1

Mr.Kandeep Shravan
for Mr.P.Giridharan
for R2

O R D E R

This writ petition has been filed for the issue of a writ of mandamus directing the 2nd respondent to consider the claim arising out of the Policy No.P03010622767751 registered as Claim No.MV01486514 and pay the compensation amount to the petitioner.

2.The case of the petitioner is that the petitioner has insured their vehicles in the 2nd respondent Insurance Company. On 16.07.2022, a vehicle which was loaded with explosives from the Government approved explosives godown was moving towards Tiruvannamalai District. Near Cheyyar Sipcot Road, the driver of the vehicle attempted to abruptly stop the vehicle to avoid hitting a two wheeler. The vehicle collided with the nearby pole. There was no causality and the driver only suffered from injuries.

3.The above accident was informed to the 2nd respondent Insurance Company

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and a claim was made. A complaint was also lodged in the Police Station. The petitioner in the meantime carried out the repair works by spending their own funds. However, the compensation was not forthcoming from the 2nd respondent and the complaint made before the Insurance Ombudsman also did not yield any result. It is under these circumstances, the present writ petition came to be filed before this Court.

4.The 2nd respondent has filed a counter affidavit. The 2nd respondent has taken a stand that the petitioner failed to submit necessary documents and hence the 2nd respondent vide letter dated 07.09.2023 informed the petitioner that since the documents are not forthcoming, the petitioner claims remains outstanding. The petitioner was further informed that in the event of the petitioner submitting the pending documents within seven days, it will be considered, failing which, the claim will be closed. To come up with this stand, the 2nd respondent has relied upon the terms and conditions of the policy.

5.Apart from the above stand, the 2nd respondent has also raised certain factual disputes regarding the person who had driven the vehicle. Accordingly, the 2nd respondent sought for the dismissal of the present writ petition.

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6.Heard Mr.B.Nithish Kumar, learned counsel for the petitioner, Mr.M.B.Gopalan, learned counsel for R1 and Mr.Kandeep Shravan, learned counsel for R2.

7.In the considered view of this Court, the issue involved in the present case pertains to the insurance claim made by the petitioner which was not settled by the 2nd respondent. A dispute of this nature can never be entertained and decided by a writ Court in exercise of its jurisdiction under Article 226 of the Constitution of India. The case will necessarily involve dealing with facts, appreciation of evidence and going through the terms and conditions of the policy. Such an exercise is not done in a writ jurisdiction. Ultimately, if the petitioner is entitled for the compensation and it is not paid, petitioner has to seek for the recovery of the compensation amount before the competent forum. The petitioner cannot come to the writ Court and file a writ petition seeking for such a relief. Such relief sought for by the petitioner is misconceived.

8.In the light of the above discussion, the relief as sought for by the petitioner cannot be granted by this Court and liberty is granted to the petitioner to approach the competent court/forum and seek for the remedy against the 2nd respondent and proceed further in accordance with law.

9.This writ petition is disposed of in the above terms. No costs.

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Index : Yes/No
Neutral Citation : Yes/No
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