IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.10.2025

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THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.34325 of 2025

S.Murugan ... Petitioner

Vs.

1.The Insurance Ombudsman
Fatima Akhtar Court, 4th Floor,
New No.453, Anna Salai,
Teynampet,
Chennai – 600 018.

2.ICICI Lombard General Insurance Company Ltd.,
Third Floor, No.684-690, Ground Floor,
Seethakathi Business Centre,
Anna Salai, Thousand Lights East,
Thousand Lights,
Chennai – 600 006.

3.ICICI Lombard General Insurance Company Ltd.,
Interface Building No.16,601/602,
6th Floor, New Link Road Malad (West)
Mumbai – 400 064. ... Respondents

Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus, directing the respondents 1 to 3 to call for the records and to quash the award dated 13.06.2025 in AWARD NO: IO/CHN/A/GI/0039/2025-2026 passed by the first respondent and further direct the respondents to release compensation amount of Rs.15,20,000/- with interest to the petitioner within a time frame as may be fixed by this Honourable Court.

For Petitioner : Mr.P.Arumugam
For Respondents : R1 – No Appearance
Mr.D.Harikrishnan for R2 and R3

O R D E R

This writ petition has been filed seeking issuance of Writ of Certiorarified Mandamus, directing the respondents 1 to 3 to call for the records and to quash the award dated 13.06.2025 in Award No.IO/CHN/A/GI/0039/2025-2026 passed by the first respondent and further direct the respondents to release compensation amount of Rs.15,20,000/- with interest to the petitioner within a time frame as may be fixed by this Court.

2.The learned counsel appearing for the petitioner submitted that the petitioner has insured his house. The value of the building as per the property deed signed during 2007 is Rs.15 Lakhs. After 13 years on 20.10.2020, the value of the building was increased to Rs.47,22,050/- and the premium was charged accordingly. On 14.11.2024, there was heavy rain, lightning and thunder due to which, his house was badly damaged and the cost for repairing his house was estimated at Rs.13,96,735/-.

3.The learned counsel appearing for the petitioner further submitted that insurance claim was created to rectify the damage and the insurance company had offered Rs.1,68,000/-. Aggrieved by the same, the petitioner appealed to the first respondent and the first respondent passed an award on 13.06.2025 directing the insurer to settle an amount of Rs.1,48,500/- in addition to the claim settled by the insurer previously. The learned counsel further submitted that amount awarded by the first respondent is very very meagre and further submitted that the cost for repairing the petitioner's house was estimated at Rs.13,96,735/- and the petitioner is entitled for 75% of the said estimation, however, the respondents have assessed the cost for repairing the petitioner's house at minimum percentage and awarded minimum amount which is not sustainable one.

4.The learned counsel appearing for the respondents 2 and 3 submitted that the petitioner insured his house with the second respondent during the year 2020 and in the four years, the total premium paid by the petitioner is only Rs.11,144/- and the second respondent genuinely entertained the claim made by the petitioner.

The second respondent appointed a Surveyor for assessing the damage and the Surveyor assessed the damage at Rs.1,68,242/-. Aggrieved by the said amount, the petitioner preferred appeal before the first respondent and the first respondent directed the second respondent to settle an amount of Rs.1,48,500/- in addition to the claim settled by the insurer previously and accordingly the amount was paid to the petitioner on 25.06.2025.

5.Heard the arguments advanced on either side and perused the materials available on record.

6.Perusal of records disclose that the second respondent appointed a Surveyor for assessing the damage caused to the petitioner's house and the Surveyor assessed the damage at Rs.1,68,242/-. Aggrieved by the said amount, the petitioner preferred appeal before the first respondent and the first respondent passed an award of Rs.1,48,500/- in addition to the claim settled by the insurer previously. This Court is not an expert to sit over the conclusion arrived at by two expert bodies. Hence this Court is not inclined to grant the relief sought for in this writ petition.

7.This writ petition is dismissed. No costs.

16.10.2025

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Index: Yes/ No
Speaking Order: Yes/ No
NCC: Yes/ No

To

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