IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.10.2025

CORAM:

THE HON'BLE MR. JUSTICE M. DHANDAPANI

W.P. No.38885 of 2025
and
W.M.P. No.43521 of 2025

P. Lakshmi ... Petitioner

vs.

1. United India Insurance Company Ltd.,
Rep. by its Authorised Person,
Maker : Bhavan No.1
SIR V.T. Marg,
New Marine
Line Church gate,
Mumbai,
Maharastra.

2. State Bank of India,
Rep. by its General Manager,
Government and Institutional TIE UPS Dept.,
Personal and Banking Business Unit,
13th Floor,
Corporate State Bank Bhavan,
Madame Came Road,
Mumbai – 400 021.

3. State Bank of India (Arani Branch),
Rep. by its Branch Manager,
No.32, Thathur Road,
Arani,
Thiruvannamalai District.

4. Anand Rathi Insurance Brokers Pvt. Ltd.,
4^{th} Floor,
No.91-92,
R.K. Salai,
Gee Gee Crystal,
Mylapore,
Chennai – 600 004. … Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India praying to issue Writ of certiorarified Mandamus, calling for the impugned circular dated 2.3.2023 in PB/SPA/2022-23/297 issued by the 2^{nd} respondent and quash the same and consequently direct the 1^{st} respondent to process the claim dated 7.2.2024 made by the petitioner with respect to the group insurance policy No.1203004218P113494902 for the death of her husband within the policy period.

For petitioner : Mr.S. Sai Shankar
For respondents : Notice dispensed with
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ORDER

This writ petition has been filed to call for the impugned circular dated 02.03.2023 in PB/SPA/2022-23/297 issued by the 2^{nd} respondent and quash the same and consequently direct the 1^{st} respondent to process the claim dated 07.02.2024 made by the petitioner with respect to the group insurance policy No.1203004218P113494902 for the death of her husband within the policy period.

2. It is stated that the petitioner's husband was an ex-serviceman, who retired from the Indian Army in the year 2003, and was subsequently employed as a Security Guard at Anna University, Kanchipuram. The petitioner's husband maintained a savings bank account with the 3rd respondent, wherein his monthly pension was being credited regularly during his lifetime.

3. It is further stated that being an ex-serviceman, the petitioner's husband was covered under a Group Personal Accident Insurance Policy bearing No.1203004218P113494902 issued by the 2nd respondent, who has a tie-up arrangement with the 1st respondent. The tenure of the said policy was from 04.01.2019 to 03.01.2020. Unfortunately, on 20.02.2019, the petitioner's husband met with a road accident and subsequently passed away on 10.03.2019, which was well within the policy period. As per the terms and conditions of the said policy, upon the death of the insured person, his legal heirs are entitled to receive a death claim of Rs.30,00,000/-.

4. On coming to know of the said policy, the petitioner submitted an application to the 1st respondent through the 3rd respondent, requesting to process the insurance claim. However, citing a circular dated 02.03.2023, the 2nd respondent refused to process the claim but did not pass any formal order in that regard. Through the said communication, the petitioner was also instructed to convert the nature of her husband's account from a Savings Bank Account to a

Defence Savings Account. It is the grievance of the petitioner that since such conversion cannot be effected after the death of the account holder, the petitioner has been left remediless and has therefore approached this Court by filing the present writ petition.

5. Learned counsel for the petitioner submitted that all ex-servicemen are covered under the Group Personal Accident Insurance Scheme, and the petitioner's husband, being an ex-serviceman, was automatically covered under the said scheme. He further submitted that the petitioner's husband had not taken any individual policy directly, as the benefit of the group insurance coverage was extended to all ex-servicemen who maintained their pension accounts with the 2nd respondent bank, which in turn was linked to the Defence Services Insurance arrangement extended by the 1st respondent.

6. Learned counsel further submitted that under the terms of the said scheme, the petitioner is entitled to a death claim benefit to the tune of Rs.30,00,000/-. The petitioner's husband's pension account was duly maintained with the 2nd respondent, and the insurance premium was remitted through the Defence Services Insurance arrangement and forwarded to the 3rd respondent. Hence, he strongly argued that the petitioner is fully entitled to the said insurance claim, and the refusal to process the same citing a later circular dated

02.03.2023 is arbitrary and unsustainable. Therefore, he prayed for appropriate directions to the respondents.

7. Heard the learned counsel for the petitioner and perused the records. Since no adverse orders are passed, notice to the respondents are dispensed with.

8. Admittedly, the petitioner's husband was an ex-serviceman and covered under an insurance policy viz., Group Personal Accident Policy. From the aforesaid arguments, it reveals that it is for the respondents to decide whether the petitioner is entitled to the said insurance claim or not. Thus, this Court is not inclined to accord any positive directions to the petitioner and the order impugned herein cannot be interfered at this stage. However, without going into the merits of the case, this Court directs the respondents 1 & 2 to consider the petitioner's application application dated 07.02.2024 along with all supporting documents, and pass orders on merits and in accordance with law, within a period of six weeks from the date of receipt of a copy of this order, after affording an opportunity of personal hearing to the petitioner. It is made clear that if the petitioner is entitled, the petitioner's claim shall be processed by the respondents.

9. With the above directions, the writ petition stands disposed of. No costs. Consequently, connected miscellaneous petition is closed.

22.10.2025

Index:Yes/No
Speaking/Non-speaking order
Neutral Citation : Yes/No
vsi2

To
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