



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-12-2025

CORAM

THE HONOURABLE MR JUSTICE N. SATHISH KUMAR

WP No. 47734 of 2025

Kavitha
W/o. Shanmugasundaram

Petitioner(s)

Vs

1. The Insurance Ombudsman
State Of Tamil Nadu And Puducherry, Fathima
Aktar Court,
4th Floor, No. 453, Anna Salai,
Teynampet, Chennai -18.

2. Home First Finance Company India Limited,
No. 42/25 Ahuja Towers,
Thiruvenkatasamy Road West,
R.S.Puram, Coimbatore -641 002.

3. Home First Finance Company India Limited,
Regd. Office No. 511, Acme Plaza,
Andheri Kurla Road, Andheri East,
Mumbai-400 059.

4. Bharati Axa Life Insurance Company Limited,
Reg. Office Unit No. 1904, 19th Floor,
Parinee Crescnezo, G Block,
Bandra Kurta Complex, BKC Road,
Near MCA Ground, Bandra East,
Mumbai-400 051.

Respondent(s)

**PRAYER**

This writ petition filed under Article 226 of the Constitution of India directing the 1st Respondent to consider and dispose the Petitioner's representation/complaint dated 24.09.2025, in accordance with law and thereby to direct the Respondents 2 to 4 to waive the remaining loan amount, which was borrowed by her vide loan account No. LAI-00184934.

For Petitioner(s): Mr. M.Vijaya Ragavan

ORDER

This writ petition has been filed seeking a direction to the first respondent to consider the petitioner's representation and to direct the respondents 2 to 4 to waive the remaining loan amount in account No.LAI-00184934.

2. According to the petitioner, in the year 2022, she borrowed a sum of Rs.10 lakhs from the respondents 2 and 3 by mortgaging the title deed. The said loan amount is insured with the 4th respondent Her son and husband are the co-borrowers. After borrowing the loan, her son started a workshop and was paying the monthly dues regularly. After his demise on 15.07.2025, the petitioner is unable to pay the loan amount. Hence, she made a representation to the respondents 2 and 3 to consider the insurance claim and waive the said loan, but no action has been taken so far. Hence, the present petition has been filed.



3. Heard both sides and perused the materials placed on record.

4. At the outset, this court is of the view that merely seeking a direction to consider the representation will not serve any purpose. The Ombudsman has no power to direct the respondents 3 and 4 to waive the loan itself, which has not been processed based on the contractual terms. In such view of the matter, no grounds are made out to entertain the writ petition and I do not find any merit in this writ petition.

5. Accordingly, this Writ petition is dismissed. No costs.

10-12-2025

Speaking/Non-speaking order

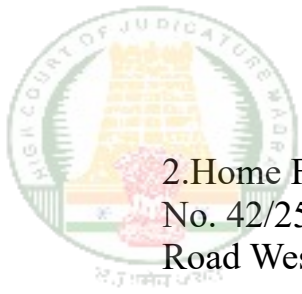
Internet: Yes

Neutral Citation: Yes

mrp

To

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N.SATHISH KUMAR J.

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