BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 17.02.2025

CORAM

THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

AND

THE HON'BLE MR.JUSTICE M.JOTHIRAMAN

W.A.(MD)No.1745 of 2021

1. Shiva VR
2. Chandra MR ... Appellants/ Petitioners

Vs.

1. The Branch Manager,
Life Insurance Corporation of India,
252-254, VOC Street,
Karaikudi – 623 001.

2. The Divisional Manager,
O/o.the Divisional Manager,
Life Insurance Corporation of India,
Jeevan Prakash, Bridge Station Road,
Sellur, Madurai – 625 002.

3. The Zonal Manager,
O/o.the Zonal Manager,
Life Insurance Corporation of India,
No.153, LIC Building,
Anna Salai, Chennai – 600 002.

4. The Manager(CRM),
Customer Relationship Management Department,
"Jeevan Prakash", Divisional Office,
P.B.No.16, Sellur,
Madurai – 625 002.

5. The Insurance Ombudsman,
Fathima Akthar Court,
4^{th} Floor, 453, (Old No.312),
Anna Salai, Teynampet,
Chennai – 600 018. ... Respondents / Respondents

Prayer: Writ Appeal filed under Clause 15 of the Letters Patent, to set aside the order dated 02.07.2021 passed in W.P.(MD)No.10969 of 2021.

For Appellant : Mr.S.I.Muthiah

For R-1 to R-4 : Mr.C.Godwin

For R-5 : Mr.B.Prasanna Vinoth

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JUDGMENT

Heard both sides.

2. The appellants herein had taken insurance policy with LIC of India. They paid only 7 quarterly premium. Thereafter, they committed default. They filed W.P.(MD)No.10969 of 2021 seeking refund of the premium already paid by them. The learned single Judge vide order dated 02.07.2021 dismissed the writ petition in the following terms:-

"7. The grounds raised by the learned counsel appearing for the petitioners cannot be taken into consideration while dealing with a Writ Petition. Admittedly, the petitioners have entered into a contract with the respondent Corporation while taking the policies. The condition in the policy mandates that the policy-holder will be entitled to refund only the premium is paid for atleast three years. If according to the petitioner, this condition is so unconscionable, it is left open to the petitioners to challenge it before a competent Civil Court. This Court, exercising its writ jurisdiction, cannot declare the conditions in a contract as void. Just because, the respondent is a corporation belonging to the Government of India, that does not mean this Court will exercise its writ jurisdiction even in cases where it involves a private contract between the parties."

3. The question that calls for consideration is whether the order of dismissal passed by the learned single Judge warrants interference.

4. The learned Standing counsel appearing for the Life Insurance Corporation drew our attention to Clause 4 of the policy

which reads that if less than three years premiums have been paid in respect of the policy and any subsequent premium was not paid, all the benefits under the policy shall cease after the expiry of grace period from the date of the unpaid premium and nothing shall be payable. The said clause further reads that only if three full years premiums have been paid and any subsequent premium was not paid, the question of refund will arise.

5. These are matters of contract. The petitioners are bound by the terms of the policy. It is not open to the writ Court to re-write the terms of the policy. We are therefore of the view that the approach adopted by the learned single Judge is well founded. This writ appeal is dismissed. No costs.

(G.R.SWAMINATHAN, J.) & (M.JOTHIRAMAN, J.)
17th February 2025

NCC : Yes / No
Index : Yes / No
Internet : Yes/ No
PMU

G.R.SWAMINATHAN,J.

AND

M.JOTHIRAMAN, J.

PMU

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