BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **13.06.2025**

CORAM:

THE HONOURABLE **MR.JUSTICE C.SARAVANAN**

W.P.(MD) No.17459 of 2022

P.V.Anandkumar ... Petitioner

Vs

1. The Insurance Regulatory and Development Authority,
Survey No 115/1, Finance District,
Nanakramguda,
Gachibowli,
Hyderabad - 500 032.

2. The Ombudsman,
Office of the Insurance Ombudsman,
Fathima Akthar Court,
4th Floor, 453, Annasalai,
Teynampet, Chennai-18.

3. The Branch Manager,
Divisional Office,
National Insurance Company,
5A, Sub Collector Office Road,
Opposite Old District Court,
Dindigul District. ... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus directing the 3rd respondent Insurance Company herein to settle the balance amount of Rs. 3,13,270/- on the basis of their letter dated 16.09.2019 to the petitioner within the time stipulated by this Court.

For Petitioner : Mr.T.Manikandan

For Respondents : Mr.J.S.Murali (R3)

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ORDER

This writ petition has been filed seeking for a direction to the 3rd respondent Insurance Company to settle the balance amount of Rs. 3,13,270/- on the basis of their letter dated 16.09.2019 to the petitioner within the time stipulated by this Court.

2. The petitioner, who is a policy holder with the third respondent insurance company, had taken a policy on 29.03.2019 in respect of his car for own damages. It appears that the car met with an accident on 02.05.2019 and therefore, a claim was made by the petitioner on 08.05.2019. However, the third respondent insurance company settled only a sum of Rs.11,21,192/- instead of

Rs.14,34,460/- to the petitioner and the third respondent failed to pay the balance sum of Rs.3,13,270/- to the petitioner.

3. The third respondent, while restricting the said claim amount vide his letter dated 16.09.2019, relied upon the guidelines dated 16.08.2019 in Reference No.HO/TECH/MOT/2019 – 2020/005, wherein it has been clearly mandated that for granting wrong NCB in the policy, claim will be reduced by the % of ineligible NCB granted in the policy in addition to the recovery of ineligible NCB discount granted in the policy.

4. The case of the petitioner is that despite the petitioner approached the first and second respondents against the inaction on the part of the third respondent, no steps have been taken for the same and therefore, the petitioner is entitled for mandamus as prayed for.

5. I have heard the arguments advanced on either side and perused the materials placed before this Court.

6. In my view, the petitioner has an alternate remedy to work out his remedy either before the Consumer forum or before the Civil Court, as it appears that the petitioner may be entitled for the differential amount. That apart, the petitioner has not challenged the aforesaid guideline, which is binding on the third respondent insurance company.

7. In these circumstances, this writ petition is dismissed with liberty to the petitioner to approach the consumer forum or the civil Court seeking for the aforesaid remedy. Incase the petitioner approaches the consumer forum within a period of thirty days from the date of receipt of a copy of this order, the consumer forum shall admit the petition without reference to the limitation period during the pendency of this writ petition. Incase the petitioner approaches the civil Court, it is for the petitioner to establish that the suit is not barred by limitation. No costs.

13.06.2025

Index : Yes / No
NCC : Yes / No
Sm

C.SARAVANAN, J.

Sm

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