2026:BHC-AS:35139

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.4885 OF 2026

Star Health and Allied Insurance Co. Ltd. ... Petitioner
versus
Office of Insurance Ombudsman and Anr. … Respondents

Ms. Jagruti Vemula i/by Mr. Rahul Karnik, for Petitioner.

CORAM: N.J.JAMADAR, J.

DATE : 17 AUGUST 2026

P.C.

1. Heard the learned Counsel for the Petitioner.

2. The challenge in this Petition is to an award dated 11 December 2025 passed by the Insurance Ombudsman (R1), thereby directing the Petitioner – Insurer to pay an amount of Rs.80,000/- to the Respondent No.2 – insured/complainant, towards the full and final settlement of the claim.

3. Respondent No.2 was covered by the Petitioner – Insurer for a Star Comprehensive Policy for the period commencing from 11 August 2024 to 10 August 2025, for sum of Rs.10 Lakhs. The inception of the policy was from 11 August 2021.

4. On 6 October 2024, Respondent No.2 was admitted in Goel's Krishna Nursing Home for unbearable abdomen pain. Respondent No.2 was diagnosed with Acute Calculous Cholecystitis. Respondent No.2 underwent laparoscopic cholecystectomy. Respondent No.2 submitted a claim of

Rs.1,46,057/-. The Petitioner repudiated the claim on the ground that the Respondent No.2 was admitted and treated in an excluded hospital / service provider.

5. Being aggrieved, the Respondent No.2 lodged a complaint with the Insurance Ombudsman. By the impugned order, the Ombudsman (R1) was persuaded to partly allow the complaint and direct the Petitioner to pay an amount of Rs.80,000/- towards the full and final settlement of his claim.

6. Ms. Vemula, learned Counsel for the Petitioner, submitted that, the fact that the Respondent No.2 availed treatment at an excluded hospital / service provider was incontrovertible. Yet, the Ombudsman (R1) directed the Insurer to satisfy the claim, albeit truncated one. As the treatment was availed in an excluded hospital, the Ombudsman (R1) could not have passed an award in teeth of the contractual rights and obligations of the parties.

7. Indeed, the Ombudsman (R1) has noted that the Respondent No.2 had underwent a surgery in an excluded hospital. Yet, in view of the fact that the Respondent No.2 suffered an unbearable pain on Sunday, the policy was in operation for more than three years, the claim in question was Respondent No.2's first claim and there was no dispute about the treatment actually availed by Respondent No.2 in the said hospital, the Ombudsman (R1) was persuaded to allow the complaint in part and direct the Petitioner to pay an amount of Rs.80,000/- towards the full and final settlement of the claim of the

Respondent No.2.

8. This Court in exercise of its supervisory jurisdiction does not find any legal infirmity in the impugned award. Incontrovertibly, the inception of the policy was on 11 August 2021. Respondent No.2 – complainant had furnished adequate justification for availing the treatment at an excluded hospital on account of an emergent situation. Thus, having regard to the fact that the claim of the Respondent No.2 that he had availed treatment at the said hospital appeared to be genuine, and the quantum of claim allowed by the Ombudsman (R1), no interference is warranted with the impugned award.

9. The Writ Petition, thus, stands dismissed.

(N.J.JAMADAR, J.)

Signed by: S.S.Phadke
Designation: PS To Honourable Judge
Date: 27/08/2026 15:13:24