



WEB COPY

WP No. 2428 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-03-2026

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THE HON'BLE MR JUSTICE KRISHNAN RAMASAMY

W.P No. 2428 of 2022

R.S.Jeyapaul
S/o.T.Ramasamy, No.37 / 1, New No.3,
Kumaraguru, 4th Street,Lakshmipuram,
Thiruvanmiyur, Chennai- 600 041.

..Petitioner(s)

Vs

1. The Branch Mananger,
LIC of India, CBO-16,
No.37/ 1, 1st Main Road,
Gandhi Nagar, Adayar,
Chennai- 600 020.
2. The Divisional Manager
Divisional Office,
Chennai- I,
LIC Building, 153, Anna Salai,
Chennai- 600 002.

..Respondent(s)

Writ Petition filed under Article 226 of Constitution of India seeking
to issue Writ of Mandamus directing the respondents to comply with award of
the ombudsman vide Award No. IO / CHN / A / LI / 0072 / 2021 – 2022.



For Petitioner: Ms.Swathy J

For Respondents: Mr.C.K.Chandrasekar
(R1 & R2)

ORDER

This Writ Petition has been filed seeking for a direction to the respondents to comply with the award of the Ombudsman vide Award No.IO/CHN/A/LI/0072/2021-2022.

2. The facts leading to the Writ Petition are as hereunder :-

(i) The Petitioner took a policy called “JEEVAN SARAL” on 16.03.2011 with the respondents, which commenced from 16.03.2011 for a term of 10 years. The maturity amount assured was Rs.10,64,520/- . The petitioner has been paying the premium of Rs.64,212/- payable on yearly basis for a period of 10 years. As per the policy document, the date of last premium payment was 16.03.2020 with a date of maturity on 16.03.2021.

(ii) While so, the petitioner received a letter dated 07.11.2020 from LIC of India, Branch Manager, Adayar Branch, stating that as per the plan condition



the correct maturity sum assured is Rs.1,74,363/-. This said letter on the face of it is contrary to the policy document which suggests that a sum of Rs.10,00,000/- as the accident and death benefit. In fact, the petitioner has paid the total premium of Rs.6,42,120/- from 16.03.2011 to 20.02.2020. The petitioner sent a representation to the Branch Manager, LIC of India to correct the errors in the letter as it was contrary to the policy bond and sent another letter to the respondents, the Executive Director (CRM), LIC of India, Mumbai, the Grievance Redressal Officer, LIC of India, Chennai on 13.03.2021. The Manager (CRM), Divisional Office, Chennai sent a reply on 26.03.2021 to the petitioner's letter dated 13.03.2021 stating that as per the plan condition the correct maturity sum assured is Rs.1,74,363/-.

(iii) The petitioner filed a complaint against the LIC of India, dated 21.04.2021 before the Insurance Ombudsman with respect to the above policy. Insurance Ombudsman was pleased to pass an award on 25.08.2021 directing the respondents herein to return the premiums collected on the Policy No.705590593 along with interest at the rate, specified in Rule no.17(7) of the Insurance Ombudsman Rules, 2017, from the respective dates of receipt of the premium. The insurer did not comply with the award even after 30 days of the receipt of the award. The petitioner sent a letter dated 17.11.2021 to the respondents requesting them to comply with the award of the Insurance Ombudsman. The 2nd respondent sent a reply dated 21.11.2021 stating that they



decided to go for appeal against the award of the Insurance Ombudsman.

Hence, the petitioner has filed this writ petition seeking for the aforesaid relief.

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4.The learned counsel appearing for the petitioner would submit that Insurance Ombudsman Rules, 2017 do not provide for an Appeal to this Court by the Insurer and Rule 17(6) provides that an Award shall be complied within a period of 30 days from the date of the Award. Therefore, he prays for a direction to the respondents to comply with the Award of the Insurance Ombudsman dated 25.08.2021.

5. The learned counsel appearing for the respondents would submit that the Award of the arbitrator dated 25.08.2021 was challenged before this Court in W.P.Nos.140 of 2022 etc., batch and the same came to be dismissed by this Court vide order dated 29.04.2024, as against which Writ Appeal was filed in W.A.No.1449 of 2025 and the same was admitted on 02.06.2021. Further, he would submit that the amount due to the petitioner was already been paid by the respondents. Therefore, the question of implementation of the order would not arise.

5.I have given due consideration to the submissions made by the learned counsel appearing on either side and perused the material available on record.



6. In the present case, there was a dispute in disbursement of the maturity amount of Rs.10,64,520/-. According to the petitioner, the Award of the Arbitrator has not been complied with. The learned counsel for the respondents submitted that they have paid the amount due to the petitioner and that apart the Award of the arbitrator dated 25.08.2021 was challenged before this Court in W.P.Nos.140 of 2022 etc., batch and the same came to be dismissed by this Court vide order dated 29.04.2024, as against which Writ Appeal was filed in W.A.No.1449 of 2025 and the same was admitted on 02.06.2021. Such being the case, though Writ Appeal was admitted no interim order was granted. Under these circumstances, the respondents are bound to comply with the Award of the Arbitrator dated 25.08.2021. Therefore the respondents are directed to comply with the award of the Arbitrator dated 25.08.2021 within a period of **four weeks** from the date of receipt of a copy of this order, after deducting the amount if any, already paid.

7. This Writ Petition is disposed of accordingly. No costs.

02-03-2026

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

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KRISHNAN RAMASAMY, J.

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