



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-03-2026

CORAM

THE HONOURABLE MR JUSTICE KRISHNAN RAMASAMY

WP No. 22241 of 2023

1.Velayutham.K,
S/o. Kaliaperumal,
Residing At No. 20/19,
Maruthuvar Street, Udayarpalayam,
Ariyalur, Pin 621 804.

2.Kannan.V,
S/o. Velayutham ,
Residing At No. 20/19, Maruthuvar
Street, Udayarpalayam,
Ariyalur, Pin 621 804.

3.Durga,
W/o. Kannan,
Residing At No. 20/19, Maruthuvar
Street, Udayarpalayam,
Ariyalur, Pin 621 804.

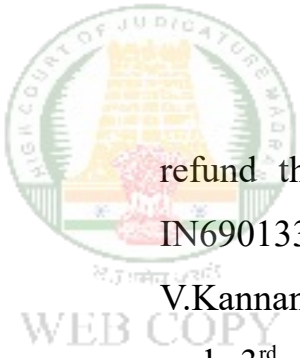
Petitioner(s)

Vs

SBI Life Insurance Company Ltd.,
Regional Office, Centennial Square,
4th Floor, 6A, Dr. Ambedkar Road,
Kodambakkam, Chennai 24.

Respondent(s)

PRAYER:-Writ Petition filed under Article 226 of the Constitution of India,
praying for an issuance of Writ of Mandamus, directing the respondent to



refund the policy amount for the 1st petitioner K.Velayutham, Policy No. IN690133808, Customer No. 47475093 for Rs. 2,01,293/- 2nd petitioner in V.Kannan, Policy No. IN584105608 Customer No. 46291523 for Rs. 1,04,133/- and 3rd petitioner is K.Durga, Policy No. IN495381604, Customer No. 50817831 for Rs. 1,01,362/- which was paid by the petitioners.

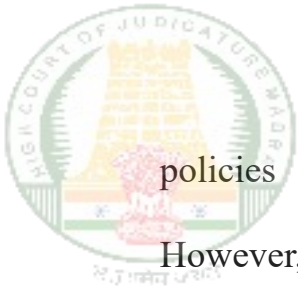
For Petitioner(s): M/s.S.Sasikala

For Respondent(s): Ms.M.Sandhiya
For M/s.Rank Associates

ORDER

This writ petition has been filed seeking to directing the respondent to refund the policy amount of Rs. 2,01,293/- to the 1st petitioner in respect of the Policy No. IN690133808, Customer No. 47475093; Rs. 1,04,133/- to the 2nd petitioner in respect of Policy No. IN584105608 Customer No. 46291523 and Rs.1,01,362/- to the 3rd petitioner in respect of Policy No. IN495381604, Customer No. 50817831.

2.Learned counsel for the petitioners would submit that the petitioners took three policies in Policy Nos.IN690133808, IN584105608 and IN495381604 respectively in their names and they paid two premiums. Thereafter, due to COVID-19 pandemic situation the petitioners were unable to pay the other premiums. Therefore, the petitioners intend to surrender the



policies and made their representations in this regard to the respondent. However, the respondent informed the petitioners that the policies were lapsed and it was not refundable.

3.Learned counsel appearing for the respondent would submit that as per the terms and condition of the policies, the petitioners are entitled to surrender the policies only when minimum of three premiums were paid. Therefore, in the present case, the petitioners are not entitled to surrender the policies.

4.Heard the learned counsel for the petitioner as well as the learned counsel for the respondent.

5.Considering the submissions made by both parties, this Court is of the view that, the issue before this Court involves disputed questions of fact, which cannot be decided in the present writ petition. Therefore, these issues have to be decided before the Civil Court or the Consumer Forum.

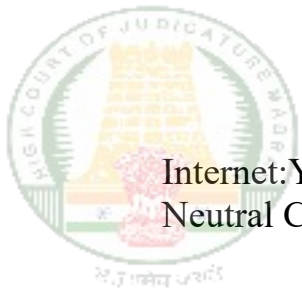
6.In view of the above, this writ petition is disposed of. No costs.

24-03-2026

rst

Index:Yes/No

Speaking/Non-speaking order



Internet: Yes

Neutral Citation: Yes/No

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To

SBI Life Insurance Company Ltd.,
Regional Office, Centennial Square,
4th Floor, 6A, Dr. Ambedkar Road,
Kodambakkam, Chennai 24.



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KRISHNAN RAMASAMY J.
rst

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