IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20-01-2026

CORAM

THE HON'BLE MS. JUSTICE P.T. ASHA

WP No. 18272 of 2025

Star Health And Allied Insurance
Company Ltd., Rep By Is Authorized Signatory
No.15, Balaji Complex, 1st Floor, Whites Road,
Royapettah, Chennai-014.

..Petitioner(s)

Vs

1. S.Lakshmi

2. The Insurance Ombudsman
   (state Of Tamil Nadu And Union Territories -
   Puducherry Town And Karaikal Which Are
   Part Of Union Territory Of Puducherry)
   Fatima Akhtar Court, 4th Floor, 453 (old 312),
   Anna Salai, Teynampet, Chennai-18.

..Respondent(s)

Prayer:- Writ petition filed under Article 226 of the Constitution of India praying for issuance of a writ of Certiorari, calling for the records of the 2nd respondent in impugned award No. IO/ CHN/ A/ HI/ 0890/ 2024-2025 dated 21.03.2025 and quash the same.

For Petitioner(s): Mr.S.H.S.Manian

ORDER

Challenging the Award passed by the 2nd respondent dated 21.03.2025, the petitioner, insurance company is before this Court.

2. The short facts which have culminated in the filing if the above Writ Petition are as follows:-

3. The 1st respondent son had availed a Senior Citizen's Red Carpet Health Insurance Policy covering his mother/1st respondent for the period from 15.10.2023 to 14.10.2024 for a basic floater Sum Insured of Rs. 2,00,000/- vide policy no.11230195396905.

4. The petitioner's contention is that the 1st respondent was admitted at the Kovai Medical Centre, Coimbatore on 04.05.2024 and discharged on 05.05.2024. As per the pre-authorisation of cashless treatment, the insured had claimed a sum of Rs. 75,198/- from the petitioner. When the claim documents were scrutinised, the petitioner's medical team observed the following :-

> *"As per the discharge summary the insured/respondent was a diagnosed with Bladder Tumor Known CA Cervtx (CT/RT) Further in the discharge summary dated 05/05/2024, under the reason for admission, it is mentioned that the insured /*

1st respondent Mrs. S.Lakshmi, 80 years old female known CA cervix post chemotherapy + radiotherapy 30 years ago, now presented with total painless hematuria with clots. I further submit that, from the above finding it is confirmed that the said insured/1st respondent is a case of CA cervix prior to the inception / commencement of the policy. But the same was not disclosed in the proposal from, which amounts to nondisclosure of material facts."

5. It is the further case of the petitioner that as per the conditions of the policy, misrepresentation, non-disclosure of material facts or fraud would result in the policy becoming void and the premium till then being forfeited to the petitioner's company. Further, the conditions also stipulated that the company could cancel the policy at any time on the ground of misrepresentation and non disclosure of material facts fraud etc. after giving 15 days prior notice in writing. In such cases, there would be no refund of the premium. Therefore, since there was a suppression of the material facts by the 1st respondent in the instance case, the petitioner had repudiated the claim. Aggrieved by the above, the 1st respondent had approached the 2nd respondent Ombudsman. The 2nd respondent after hearing either party observed as follows:-

"the insured was treated for CA cervix 27 years ago, she was completely cured and the present claim is made in the 6th

year of the policy. The claim was denied on the ground that the insured had history of Carcinoma Cervix 27 years ago and this fact was not disclosed at the time of inception of the policy in the year 2018. It is also stated that had the disease been disclosed earlier, they would not have issued the policy. The Forum finds that there is no malafide intention on the part of the insured to deliberately suppress the information of CA Cervix 27 years ago as she became completely cured. There is no direct link between the suppressed illness and the present diagnosis. Further the biopsy report dated 8.5.2024 reveals an impression of Pailllaiy Urothelial Neoplasm of low malignancy potential- bladder. In view of the above the Forum directs the insurer to reinstate the policy and settle the claim as per the terms of the policy and place suitable endorsement for permanent exclusion on malignant neoplasms."

Aggrieved by the same, the present Writ Petition has been filed.

6. Heard the learned counsel on either side and perused the records.

7. The 2nd respondent/Ombudsman has rightly observed that the repudiation on the ground that there is a suppression of material facts was

erroneous. The history of CA Cervix was 27 years prior to the claim being made and the 1st respondent was also completely cured of the said ailment. That apart, the present claim is being made 6 years after the policy had been taken and during this time, the 1st respondent has not suffered any kind of ailment. Therefore, the contention that there was a deliberate suppression of facts is totally incorrect, particularly when the 1st respondent had been fully cured of the previous ailment. That apart, the complaint for which the 1st respondent had been hospitalised had nothing to do with her past history.

8. Therefore, the 2nd respondent has rightly allowed the claim directing the petitioner to reinstate the policy and settle the claim in terms of the policy and I see no reason to interfere with the same. Hence, the Writ Petition stands dismissed. No costs. Consequently, the connected Miscellaneous Petitions are closed.

20-01-2026

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

SHR

To

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P.T.ASHA, J.

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