



W.P.(MD)No.35525 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 02.04.2026

CORAM

THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P.(MD)No.35525 of 2025

M/s.Jai Sri Ram Textiles,
Rep. by its Partner,
M.Jeyabalan, S/o.T.R.Madasamy

... Petitioner

Vs

1. The Branch Manager,
The United India Insurance Co. Ltd,
Property and Casualty Claims Hub -
RO Madurai, No 7A, Pandian Building,
West Veli Street, Madurai 625001.

2. The Branch Manager,
Tamil Nadu Mercantile Bank Ltd,
Chatrapatti Branch,
Rajapalayam Taluk,
Virudhunagar District.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus calling for the records pertaining to the impugned order in Ref File No.F/137/2024 dated 26.02.2025 on the file of the 1st respondent and to quash the same as arbitrary and illegal and consequently to direct the 1st respondent to settle



W.P.(MD)No.35525 of 2025

the claim amount of Rs.19,93,405/- covered under policy No. 0901001124P106267303 dated 29.07.2024 within a stipulated period of time to be fixed by this Court.

For Petitioner :Mr.M.Thirunavukkarasu

For R1 :Mr.C.Karthick
Standing Counsel

ORDER

The petitioner challenges the communication dated 26.02.2025 issued by the first respondent, whereby the petitioner's claim for compensation in respect of damage to goods valued at approximately Rs.19,93,405/- has been rejected.

2. The rejection of the claim is on the ground that the location of the insured premises, as mentioned in the insurance policy, does not correspond with the location where the alleged damage occurred. According to the first respondent, there is a discrepancy in the address, and therefore, the claim does not fall within the coverage of the policy.



W.P.(MD)No.35525 of 2025

3. Learned Standing Counsel appearing for the respondents

submitted that the rejection was based solely on the discrepancy in the address of the insured premises. It is further submitted that, if the petitioner is able to produce relevant documents, namely, (i) a copy of the rental agreement pertaining to the subject premises, and (ii) a certificate issued by the concerned Panchayat certifying that the old door number and the new door number relate to the same premises, the claim of the petitioner would be reconsidered in accordance with law.

4. The said submission is recorded.

5. This Court is of the view that the rejection of the petitioner's claim solely on the basis of discrepancy in door numbers, without affording an opportunity to the petitioner to clarify the same by producing relevant documents, is not justified. When the dispute pertains to identification of the insured premises, the insurer is required to consider the materials placed by the insured to establish that both addresses refer to the same.



W.P.(MD)No.35525 of 2025

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6. In such circumstances, the impugned communication cannot be sustained in its present form and is liable to be set aside, with liberty to the petitioner to furnish necessary documents to substantiate his claim.

7. Accordingly, the writ petition is allowed, and the impugned communication dated 26.02.2025 issued by the first respondent is set aside. The petitioner is directed to submit the following documents to the first respondent:

- i. a copy of the rental agreement in respect of the subject premises; and
- ii. a certificate issued by the concerned Panchayat certifying that the old and new door numbers pertain to the same premises.



W.P.(MD)No.35525 of 2025

8. Upon receipt of the aforesaid documents, the first respondent shall reconsider the petitioner's claim on its own merits and in accordance with law, and pass appropriate orders within a period of four (4) weeks thereafter. No costs.

02.04.2026

Index :Yes / No
Internet :Yes / No
NCC :Yes / No

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W.P.(MD)No.35525 of 2025

HEMANT CHANDANGOUDAR, J.

PNM

ORDER IN
W.P.(MD)No.35525 of 2025

02.04.2026