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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 6858/2025 & CM APPL. 31083/2025

POONAM .....Petitioner

Through: Mr. Rajiv Takbi, Adv.

versus

UNION OF INDIA AND ORS. .....Respondents

Through: Ms. Neha Rastogi, SPC with Mr. Animesh Rastogi, Mr. Vibhav Singh and Mr. Rajat Dubey, Advs. for R-1/UOI.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

O R D E R

% **22.05.2025**

CM APPL. 31084/2025 (exemption)

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

W.P.(C) 6858/2025

3. At the outset, on a query posed by the Court as to the maintainability of the present petition against the respondents, the learned counsel for the petitioner submits that the prayer in the present petition is directed only against the respondent no.4/HDFC Ergo.

4. He submits that the writ petition is maintainable against the respondent no.4/HDFC Ergo. To support his contention, he has invited attention of the Court to the decision of the High Court of Madras in ***Jasmine Ebenezer Arthur vs. HDFC ERGO General Insurance Company Ltd., & Ors., 2019 SCC OnLine Mad 2246.***

5. The present petition has been filed under Article 226 of the Constitution of India seeking following relief:

i) Issue a writ in the nature of mandamus or any other appropriate writ/order/directions/relief directing the respondent No.4 to honour the claim dated 13/11/2024 of loan security insurance titled as ***Sarva Suraksha Plus (Group)*** *vide* ***policy*** *reference No.* ***28552068381614000000****, thereby, enabling the petitioner to earn her livelihood by running tour and travel business under the name and Arjun Sharma ji Travels.*

6. The grievance articulated by the petitioner in the present petition is that the petitioner is a widow of Late Arjun Sharma who was running a tour and travel business under the name and style of 'Arjun Sharma Ji Travels'. The late husband of the petitioner had secured a vehicle loan to the tune of Rs. 33 lacs from the HDFC Bank/respondent no.3 to purchase the chasis of the bus.

7. The late husband of the petitioner also secured the loan by obtaining an insurance cover from the respondent no.4. The policy that was taken by the late husband of a petitioner was '*Sarva Suraksha Plus (Group)*' for the period from 30.09.2024 to 27.10.2027 and premium of Rs. 57,000/- approximately was also paid by him.

8. He submits that the vehicle which was financed by the respondent no.3 had not even been put to use by the late husband of the petitioner as the same had been given to a garage to build the body over the chasis. He submits that after the death of petitioner's husband, the respondent no.3 seized and took possession of the vehicle on 14.02.2025 without informing the petitioner.

9. He submits that the respondent no.4 also repudiated the claim made under the aforesaid insurance policy for the reason that the petitioner had died within the period of 90 days from the date of inception of policy and as

per the Exclusion Clause 2 under Section 1 of the policy terms and conditions, the critical illness diagnosed within the period of 90 days of the date of the commencement of the policy is excluded.

10. He invites attention of the Court to the death summary issued by Kailash Deepak Hospital, Karkardooma, Delhi to contend that the petitioner's late husband passed away on account of cardiac arrest and he was not having history of any heart ailment.

11. He further submits that the petitioner had filed a complaint along with the claim form to the respondent no.2/IRDAI, however, no response has been received from the respondent no.2.

12. In view of the above, issue notice to the respondent nos. 2/IRDAI as well as respondent no.4/HDFC Ergo, by all permissible modes.

13. Let counter-affidavit be filed within a period of three days. Rejoinder thereto, if any, be filed within a period of two weeks thereafter.

14. Re-notify on 08.09.2025.

VIKAS MAHAJAN, J

MAY 22, 2025/dss