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2026:DHC:10223

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

Judgment reserved on: 27.07.2026
Judgment pronounced on:18.11.2026

\+ **W.P. (C) 168/2024 & CM APPL. 37041/2026**

SMT. SUSHMA TYAGI

.....Petitioner

Through: Mr. Shantnu Aggarwal, Adv.

versus

M/S HDFC ERGO GENERAL INSURANCE COMPANY LIMITED, THROUGH ITS DIRECTOR & ORS.

.....Respondents

Through: Ms. Suman Bagga, Adv. For R-1
Mr. Abhishek Nanda, Ms. Hrishika Rawat, and Ms. Yashika Singh, Advs. for R-2

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

J U D G M E N T

1. The present writ petition has been filed under Article 226 of the Constitution seeking the following prayers:

"a) In the nature of Certiorari thereby seeking quashing of Repudiation letter dated 03.07.2021 passed by the respondent no. I being onerous, arbitrary, illegal, malafide, unfair, unreasonable, harsh and void;

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b) Certiorari thereby seeking quashing of the Award dated 26.09.2023 passed by the Respondent no.3 being onerous, arbitrary, illegal, malafide, unfair, unreasonable, harsh and void;

c)Mandamus inter-alia directing the Respondent nos. 1 to allow the claim of the petitioner in respect of Insurance Policy No. 2999202171789000000 as submitted by the petitioner on 29.06.2021 and release the total sum insured alongwith interest @12% p.a. to the Petitioner;

d) Mandamus inter-alia directing the Respondent no. 1 to also release the Interest Component of Rs.10,16,352/- (Rupees Ten Lacs Sixteen Thousand Three Hundred Fifty Two Only) paid by the Petitioner on monthly EMI paid by her w.e.f. April, 2021 till date and also till the date of actual payment in respect of Loan Account No. 633622461, to the Petitioner;…"

FACTUAL MATRIX AS PER THE PETITION

2. The petitioner herein is the widow of Late Sh. Anand Kumar Tyagi. The late husband of the petitioner and his brother, Sh. Naresh Kumar Tyagi, had purchased the residential property bearing No. B-803, 8th Floor, Casa Woodstock, Tower B, Plot No. GC-03E, Sector 16-C, Greater Noida, Uttar Pradesh-201310 ***("subject property")***.

3. The respondent No. 1, i.e. M/s HDFC Ergo General Insurance Company Limited, is a general insurance company which provides a variety of health insurances, home loan insurance etc. to the public at large. The respondent No. 2 is Insurance Regulatory and Development Authority

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of India, a statutory body under the jurisdiction of Ministry of Finance, Government of India. The respondent No. 3 is the office of the Insurance Ombudsman, an alternate grievance redressal platform for aggrieved policyholders against insurance companies who are within the regulatory control of the respondent No. 2.

4. For the purpose of purchasing the subject property, the late husband of the petitioner and his brother had availed a home loan from the respondent No. 1 *vide* a Home Loan Agreement dated 12.07.2018. A loan facility of Rs. 50,00,000/- was extended under home loan account bearing No. 633622461, which was repayable in 240 monthly instalments of Rs. 45,309/-.

5. The late husband of the petitioner and his brother took out an insurance policy under the name *"Home Credit Assure"* from the respondent No. 1 to secure the home loan in case of any mishap to either the property itself or the persons insured, i.e. the husband of the petitioner and his brother. The policy term was for five years from 18.07.2018 to 18.07.2023.

6. Though the policy was availed in the name of both the late husband of the petitioner and his brother due to the fact that the residential property was purchased by them jointly, only the husband of the petitioner was making all EMI payments of the said Home Loan from his proprietorship concern's current account namely M/s Deep Glass Emporium. He had also paid a premium of Rs. 5,94,890/- in respect of policy bearing No. 2999202171789000000.

7. Unfortunately, on 20.04.2021, the petitioner's husband suffered cardiac arrest and passed away. In the time following her husband's death and

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till date, the petitioner has continued to pay the Home Loan EMIs to ensure that she retains possession of her home.

8. Following the death of her husband, the petitioner filed an insurance claim with respondent No. 1 on 29.06.2021 along with supporting documentation, on the grounds that cardiac arrest falls under the ambit of *"Major Medical Illness"* under Section III of the terms of policy No. 2999202171789000000, which includes "Myocardial Infarction" as per the policy certificate.

9. The petitioner's claim was repudiated by the respondent No. 1 *vide* the impugned Repudiation Letter dated 03.07.2021, wherein it was stated that death caused by cardiac arrest, respiratory failure, bilateral pneumonitis was not covered under the critical illnesses mentioned in the terms and conditions of the policy.

10. The petitioner had approached this Court in *W.P.(C) 8320 of 2023*, which was disposed *vide* order dated 14.07.2023, directing the petitioner to approach the respondent No. 3 for disposal of the petitioner's grievance.

11. Thereafter, the petitioner approached the respondent No. 3 and filed a complaint against the respondent No. 1 on 26.07.2023. The respondent No. 3 called upon the petitioner to attend a hearing on 25.09.2023. The respondent No. 3 dismissed the petitioner's complaint *vide* Award dated 26.09.2023 ***("the Award")***.

12. The respondent No. 3 observed in the Award that the petitioner was given a form for mediation which the petitioner allegedly refused to sign, and hence no settlement was arrived at. However, it is the contention of the petitioner that she was provided with a blank

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settlement form and was being pressured by the officials of the respondent No. 3 to sign it in blank or have her complaint dismissed.

13. In this view of the matter, the present petition has been filed.

SUBMISSIONS ON BEHALF OF THE PETITIONER

14. On the question of maintainability, Mr. Aggarwal, learned counsel for the petitioner, contends that the present petition is maintainable as the respondent No. 1 is a General Insurance Company performing a public duty by providing general insurance to the public at large, and is thereby working as a state instrumentality that is subject to the power of judicial review under the writ jurisdiction of this court. Reliance is placed on *Life Insurance Corporation of India v. Asha Goel, (2001) 2 SCC 160, Life Insurance Corporation of India v. Escorts Ltd., (1986) 1 SCC 264*, and *Sudhakar Tiwari v. New India Assurance Company Limited, 2020 SCC OnLine Del 2520* in this regard.

Cardiac Arrest is Covered by the Policy

15. He further submits that Section III of the terms and conditions of the policy provide that the coverage shall extend to all *"Major Medical Illnesses"* as enumerated in the policy certificate issued by the respondent No. 1 in favour of the petitioner. He contends that cardiac arrest falls under the category of *"Myocardial Infarction"* under clause 9 and is covered by the policy. However, the respondent No. 1 has malafidely rejected this claim through a "jugglery of words".

16. Further, the petitioner submits that *"Myocardial Infarction"* has been defined in Section III of the policy as *"the first occurrence of heart attack or myocardial infarction, which means death of a portion of the heart muscle as a result of inadequate blood supply to the relevant*

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area."

17. The learned counsel for the petitioner submits that the respondent No. 1 has stated in its own counter affidavit that Myocardial Infarction results in impaired blood supply to the heart while cardiac arrest is caused by the immediate cessation of normal blood supply to the heart. Both conditions are related to a disruption in blood supply to the heart and both conditions, in general parlance, are termed as a "heart attack". Thus, cardiac arrest must fall under the ambit of *"Myocardial Infarction"*.

18. The petitioner submits that a case involving the respondent No. 1 on similar facts was decided by a single judge bench of the Madras High court in *Jasmine Ebenezer Arthur v. HDFC Ergo General Insurance Company Limited, 2019 SCC OnLine Mad 2246* and then confirmed by the Division Bench of the Court in *W.A. No. 4035 of 2019* titled *HDFC ERGO General Insurance Company Limited v. Jasmine Ebenezer Arthur & Ors.*, decided on 28.11.2019. The Madras High Court therein had rejected the respondent No. 1's claim that cardiac arrest does not fall under *"Myocardial Infarction"*. Reliance is further placed on the decision of the Madras High Court dated 29.04.2024 in *W.P. No. 26233/2022* titled *N. Lakshmi v. The Insurance Regulatory & Development Authority of India*.

19. The petitioner further contends that there is a general exclusion clause in the definition of *"Myocardial Infarction"* as per Section III of the policy, but there is no exclusion clause which excludes cardiac arrest from the definition. Further, reliance has been placed on *National Insurance Company Limited v. Vedic Resorts & Hotels (P) Ltd., (2023)*

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12 SCC 823 to contend that wherever there is an exclusionary clause, the burden of showing that the case falls within the exclusionary clause falls upon the insurer.

20. It is further contended that in case there is any ambiguity or a term can be given two possible interpretations, the ambiguity must be decided in favour of the insured insofar as it is not inconsistent with the purpose for which the policy was put forth. Reliance is placed, in this regard, on the decisions of the Hon'ble Supreme Court in *United India Insurance Company Limited v. Pushpalaya Printers, (2004) 3 SCC 694, Sangrur Sales Corporation v. United India Insurance Co. Ltd., (2020) 16 SCC 292*, and *Canara Bank v. United India Insurance Co. Ltd., (2020) 3 SCC 455.*

21. The petitioner submits that she had approached the respondent No. 1 officials and was assured that her claim would be allowed. Based on these assurances and despite the petitioner being a widow and a housewife, the petitioner had continued to pay the monthly EMI of Rs. 45,309/- and Rs. 7,792/- per month towards the insurance premium even after the death of her husband, out of the savings left behind by her late husband. However, the petitioner claims that the respondent No. 1 rejected her claim without any justification, and that the Repudiation Letter issued by the respondent No. 1 is arbitrary, illegal, unjustifiable, and contrary to the terms and conditions of the policy.

Ombudsman's Award is Invalid

22. After being directed to approach the respondent No. 3 by an order of this Court dated 14.07.2023, the petitioner filed a complaint with the respondent No. 3 against the respondent No. 1 and sought that the

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insured sum be released.

23. It is stated that the petitioner was called for a hearing on 25.09.2023, but upon her arrival at the respondent No. 3's office, the respondent No. 3 was present virtually and did not consider the petitioner's claim or documentation.

24. Mr. Aggarwal, learned counsel, states that the petitioner was given a blank Mediation/Conciliation Agreement Refund form and pressurised to sign it, particularly by one Mr. R.K. Sirova, an official of the respondent No. 3. The petitioner was told to sign the agreement in blank or else the complaint would be dismissed by the respondent No. 3. The petitioner did not sign the agreement and left the office, and on 26.09.2023 the complaint of the petitioner was dismissed by the respondent No. 3's impugned award.

25. The petitioner submits that the Award states that the respondent No. 1 agreed to reconsider the claim if the petitioner provides medical certificates from a doctor stating that the cardiac arrest was due to Myocardial Infarction, even though the petitioner has already provided all medical documentation along with the initial claim.

26. It is further submitted that the Award states that she refused to sign the Mediation form. However, Mr. Aggarwal, learned counsel, asserts that the petitioner was never provided with a mediation form, and only refused to sign a blank settlement agreement without undertaking any mediation or conciliation process.

27. Accordingly, the petitioner has asserted that the Award has been passed by the respondent No. 3 in an illegal, arbitrary, unlawful, and unreasonable manner without considering the facts of the case or taking

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the documents on record into consideration.

SUBMISSIONS ON BEHALF OF THE RESPONDENTS

28. At the outset, Ms. Bagga, learned counsel for the respondent No. 1, submits that the respondent No. 1 is a private insurance company and its not State as per Article 12 of the Constitution of India. As such, she argues that the present writ petition under Article 226 is not maintainable against the respondent No. 1.

Cardiac Arrest is not Covered by the Policy

29. She submits on behalf of the respondent No. 1 that the petitioner's husband had died of cardiac arrest with respiratory failure and bilateral pneumonitis, which is beyond the scope of coverage of any category of illnesses/procedures outlined by the policy. It is submitted that the respondent No. 2 herein has listed categories of critical/medical illnesses under the Guidelines on Standardization in Health Insurance, based on which the same illnesses have been incorporated by the respondent No. 1 within the scope of the policy, and the claim of the petitioner exceeds the scope of these illnesses.

30. She states that the petitioner cannot claim for coverage of a matter that is beyond the scope of the terms and conditions of the policy. In this regard, reliance is placed on *Oriental Insurance Co. Ltd. v. Sony Cherian, (1999) 6 SCC 451*, *Export Credit Guarantee Corporation of India Ltd. v. Garg Sons International, (2014) 1 SCC 686*, and *United India Insurance Co. Ltd. v. Harchand Rai Chandan Lal, (2004) 8 SCC 644*.

31. It is further contended that myocardial infarction and cardiac arrest are different medical conditions entirely, and the opinion of Dr. Basant

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Kumar has been obtained in this regard. She further states that *Jasmine Ebenezer Arthur (supra)* is not applicable in the present instance as, unlike in *Jasmine Ebenezer Arthur (supra)*, no expert opinion was called by the Court in the present case. In *Jasmine Ebenezer Arthur (supra)*, the Court-appointed expert had opined that the cause of death could be considered myocardial infarction. Additionally, the petitioner has not provided a certificate from a doctor stating that the cause of death is myocardial infarction.

32. Thus, it is the case of the respondent No. 1 that cardiac arrest is outside the purview of coverage by the insurance policy and the petition deserves to be dismissed and the petitioner's insurance claim is not entitled to succeed.

33. The respondent No. 2 has only made submissions to the extent that the petition at hand is a dispute between the petitioner and the respondent Nos. 1 and 3. The respondent No. 2 has taken the position that it is merely a statutory authority that formulates insurance policies and regulations, and is not in any way involved in adjudicating disputes between insurance companies and policyholders. The respondent No. 2 contends that it has been unnecessarily impleaded in the petition, which pertains to a contractual dispute between the petitioner and respondent No. 1 in which the respondent No. 2 has no role.

ANALYSIS AND FINDINGS

34. I have heard the learned counsels for the parties and perused the documents placed on record.

Preliminary objection of maintainability

35. The preliminary objection raised by the respondent No. 1 to the present

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petition is that a petition under Article 226 of the Constitution is not maintainable against the respondent No. 1 as it is not within the meaning of "State" as under Article 12 of the Constitution of India. The petitioner, on the other hand, contends that the respondent No. 1 is amenable to this Court's writ jurisdiction under Article 226 of the Constitution given the fact that the respondent No. 1 carries out a public function.

36. The question of whether the High Court's jurisdiction under Article 226 of the Constitution can be exercised to enforce a claim under an insurance policy was discussed by the Hon'ble Supreme Court in ***Asha Goel (supra)***. The relevant paragraphs of the said judgement read as under:

> *"10. Article 226 of the Constitution confers extraordinary jurisdiction on the High Court to issue high prerogative writs for enforcement of the fundamental rights or for any other purpose. It is wide and expansive. The Constitution does not place any fetter on exercise of the extraordinary jurisdiction. It is left to the discretion of the High Court. Therefore, it cannot be laid down as a general proposition of law that in no case the High Court can entertain a writ petition under Article 226 of the Constitution to enforce a claim under a life insurance policy. It is neither possible nor proper to enumerate exhaustively the circumstances in which such a claim can or cannot be enforced by filing a writ petition. The determination of the question depends on consideration of several factors like, whether a writ*

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petitioner is merely attempting to enforce his/her contractual rights or the case raises important questions of law and constitutional issues, the nature of the dispute raised; the nature of inquiry necessary for determination of the dispute etc. The matter is to be considered in the facts and circumstances of each case. ...

The courts have consistently taken the view that in a case where for determination of the dispute raised, it is necessary to inquire into facts for determination of which it may become necessary to record oral evidence a proceeding under Article 226 of the Constitution, is not the appropriate forum. The position is also well settled that if the contract entered between the parties provide an alternate forum for resolution of disputes arising from the contract, then the parties should approach the forum agreed by them and the High Court in writ jurisdiction should not permit them to bypass the agreed forum of dispute resolution ...

11. The position that emerges from the discussions in the decided cases is that ordinarily the High Court should not entertain a writ petition filed under Article 226 of the Constitution for mere enforcement of a claim under a contract of insurance. Where an insurer has repudiated the claim, in case such a writ petition is filed, the High Court has to consider the facts and circumstances of the case, the nature of the dispute raised and the nature of the inquiry necessary to be made for determination of the questions

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raised and other relevant factors before taking a decision whether it should entertain the writ petition or reject it as not maintainable. It has also to be kept in mind that in case an insured or nominee of the deceased insured is refused relief merely on the ground that the claim relates to contractual rights and obligations and he/she is driven to a long-drawn litigation in the civil court it will cause serious prejudice to the claimant/other beneficiaries of the policy. The pros and cons of the matter in the context of the fact-situation of the case should be carefully weighed and appropriate decision should be taken. ..."

(emphasis supplied)

37. Applying the aforesaid principle, in my mind, the present case cannot be said to be merely a case for enforcement of a contractual right. The dispute turns on a pure question of construction of "Myocardial Infarction" in the policy on admitted facts, and the petition also challenges the Ombudsman's Award dated 26.09.2023 of the respondent No. 3 as vitiated by breach of principles of natural justice, which is a public-law grievance. The present writ petition raises no disputed questions of fact but merely an interpretation of terms of the insurance policy. It is also pertinent to note that the petitioner has already exhausted the alternate forum, to which she was relegated by this Court's order dated 14.07.2023.

38. Furthermore, in ***Andi Mukta Sadguru Shree Muktajee Vandas Swami Suvarna Jayanti Mahotsav Smarak Trust v. V.R. Rudani, (1989) 2 SCC 691***, the Hon'ble Supreme Court emphasised the wide powers

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conferred to this Court under Article 226 of the Constitution. The relevant paragraphs read as under:-

> *"20. The term "authority" used in Article 226, in the context, must receive a liberal meaning unlike the term in Article 12. Article 12 is relevant only for the purpose of enforcement of fundamental rights under Article 32. Article 226 confers power on the High Courts to issue writs for enforcement of the fundamental rights as well as non-fundamental rights. The words "any person or authority" used in Article 226 are, therefore, not to be confined only to statutory authorities and instrumentalities of the State. They may cover any other person or body performing public duty. The form of the body concerned is not very much relevant. What is relevant is the nature of the duty imposed on the body. The duty must be judged in the light of positive obligation owed by the person or authority to the affected party. No matter by what means the duty is imposed, if a positive obligation exists mandamus cannot be denied.*
>
> *...*
>
> *22. Here again we may point out that mandamus cannot be denied on the ground that the duty to be enforced is not imposed by the statute. Commenting on the development of this law, Professor de Smith states: "To be enforceable by mandamus a public duty does not necessarily have to be one imposed by statute. It may be sufficient for the duty to have been imposed by charter, common law, custom or even*

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contract." [Judicial Review of Administrative Action, 4th Edn., p. 540] We share this view. The judicial control over the fast expanding maze of bodies affecting the rights of the people should not be put into watertight compartment. It should remain flexible to meet the requirements of variable circumstances. Mandamus is a very wide remedy which must be easily available "to reach injustice wherever it is found". Technicalities should not come in the way of granting that relief under Article 226. We, therefore, reject the contention urged for the appellants on the maintainability of the wrti petition."

(emphasis supplied)

39. Upon a conspectus of the foregoing, Article 226 of the Constitution confers wide powers on this Court to review the actions of private entities that perform functions of a public character.

40. I am of the view that even though the respondent No. 1 is a private entity and is not financially, functionally and administratively dominated by or under the control of the Government, the respondent No. 1 is still amenable to this Court's jurisdiction under Article 226.

41. In the modern welfare state, welfare functions are not undertaken by the State alone. In some cases, private bodies have also been entrusted with certain obligations towards the public. This is no different in the case of insurance companies, which act as a social safety net for the general public. These insurance companies exercise monopoly over their activities, and though the insurance company and the insured individual are technically equal in the eyes of law, the insurance companies

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function in a unique position of higher status over the persons whom they insure. Insurance companies deal with matters of a public nature and perform functions akin to those of the State. Recently, the Hon'ble Supreme Court in ***Ajay Vijh v. Indian Banks Assn., 2026 SCC OnLine SC 1295*** held as under:-

> *"12. Once upon a time, the maintainability of a petition under Articles 32 and 226 of the Constitution depended primarily upon who the respondent was. The focus has gradually shifted from the formal character of the body against whom relief is sought to the nature of the function performed, the source of power exercised, and the effect of the impugned action on legally protected rights. Article 226 is not confined merely to statutory authorities or instrumentalities of the State falling within Article 12. The expression "any person or authority" occurring in Article 226 has consistently received a wider and more liberal interpretation.*
>
> *…*
>
> *14. Similar principles were reiterated in Zee Telefilms Ltd. v. Union of India [(2005) 4 SCC 649], wherein this Court recognised that even private bodies exercising functions of public significance remain amenable to judicial review under Article 226."*
>
> ***(emphasis supplied)***

42. This Court has likewise entertained a writ petition against a private insurer in ***Mohit Kumar v. Insurance Ombudsman, 2023 SCC OnLine***

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Del 7437, wherein it observed as under:-

"11. Learned counsel appearing on behalf of respondent no. 2-Insurance Company opposes the submissions made by learned counsel for the petitioners. She submits that in the instant case, the petitioners try to call upon the Constitutional Court to adjudicate on disputed questions of facts. According to her, the writ petition under Article 226 of the Constitution of India is not maintainable against private Insurance Company. She also submits that the court in exercise of power under Article 226 of the Constitution of India cannot adjudicate the terms of the policies and also the petitioners have efficacious alternative remedy available under the Consumer Protection Act, 2019. She, therefore, submits that in any case the rejection of the claim of the petitioners by respondent no. 2-Insurance Company is strictly in terms of the conditions of the policy and therefore, respondent no. 1-Insurance Ombudsman has rightly rejected the petitioners' claim.

...

25. It is clearly seen that in the instant case, there is no disputed question of facts. What is to be considered is the import and extent of the relevant clauses of the insurance policy. The Hon'ble Supreme Court, time and again, has unequivocally held that the Constitution does not place any fetter on exercise of the extraordinary jurisdiction. Rather, it is left to the discretion of the High Courts. Therefore, it

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cannot be laid down as a general proposition of law that in no case the High Court can entertain a writ petition under Article 226 of the Constitution to enforce a claim under a life insurance policy. The determination of the question depends on consideration of several factors i.e., whether a writ petitioner is merely attempting to enforce his/her contractual rights or the case raises important questions of law and constitutional issues, the nature of the dispute raised, the nature of inquiry necessary for determination of the dispute etc. The matters are required to be considered in view of the facts involved in each case.

26. If the court finds that the insurer has illegally repudiated the claim de hors the specific terms of the policy, the import of the decision in the case of Asha Goel (supra) would mean that in such cases, the writ petition would still be maintainable as it has been rightly relied upon by this court in the case of Pavan Sachdeva (supra).”

(emphasis supplied)

43. In light of the above, I find it appropriate to exercise jurisdiction in the present matter. Article 226 of the Constitution may be invoked not only for the enforcement of fundamental rights but also “for any other purpose” or in respect of “any person or authority”. Accordingly, a private body that owes a duty to the public cannot place its actions beyond the reach of judicial review.

44. Therefore, the preliminary objection raised by respondent No. 1 is untenable and is accordingly rejected. Accordingly, the present writ

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petition is maintainable.

Coverage of Cardiac Arrest by the Policy

45. The central question for consideration in this petition is whether the death of the petitioner's husband due to cardiac arrest falls within the scope of the *"Myocardial Infarction"* as per the insurance policy. The illnesses which are covered under the category of Major Medical Illnesses are enumerated in the policy certificate issued by the respondent No. 1 in favour of the petitioner's husband. The relevant portion of the policy certificate reads as under:-

> *"Under Major Medical Illnesses & Procedures Section following illnesses are covered: (1) Cancer (2) End Stage Renal Failure (3) Multiple Sclerosis (4) Major Organ Transplant (5) Heart Valve Replacement (6) Coronary Artery Bypass Graft (7) Stroke (8) Paralysis (9) Myocardial Infarction. In the Certificate wordings the list of Major Medical Illnesses and Procedures enlisted under Section III has 18 illnesses/procedures. However, please note that the coverage provided to You under this Certificate of Insurance is restricted only to the above mentioned 9 Major Medical Illnesses and Procedures."*

46. The term "Myocardial Infarction" is elaborately explained in Section III of the standard terms and conditions and policy wording of the Home Credit Assure policy. The relevant portion is extracted as hereunder:

> *"Myocardial Infarction (First Heart Attack of Specified Severity):*
>
> *I. The first occurrence of heart attack or myocardial*

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infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

a. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)

b. New characteristic electrocardiogram changes

c. Elevation of Infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:

a. Other acute Coronary Syndromes

b. Any type of angina pectoris

c. A rise in cardiac biomarkers or troponin T or I In absence of overt Ischemic heart disease OR following an intra-arterial cardiac procedure."

47. It is not in dispute that death caused by Myocardial Infarction falls squarely within the coverage of the policy. The controversy in the present instance is confined to whether cardiac arrest can be brought within the definition of Myocardial Infarction as extracted above.

48. Ms. Bagga, learned counsel, has drawn a distinction between cardiac arrest and myocardial infarction, submitting a table outlining the differences between the two as a basis for stating that cardiac arrest cannot fall under the coverage given for Myocardial Infarction. Reliance has been placed on the opinion of Dr. Basant Kumar in this regard.

49. The table is relevant and reproduced hereinbelow:-

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Myocardial Infarction	***Cardiac Arrest***
Severe atherosclerotic narrowing of one or more coronary arteries resulted in impaired blood supply to the heart muscle causing it to suffer from ischemia and infarction. Infarction may be transmural where the full thickness of the myocardium is involved or subendocardial where partial thickness is involved.	*It is a medical emergency. Cessation of the normal circulation due to the inability of the heart to pump effectively results in cardiac arrest, and if it is unexpected, it is referred as sudden cardiac death. Oxygen supply to the tissues and the organs is impaired due to the cessation of normal blood circulation. Lack of oxygen to the brain causes loss of consciousness. The patient is presented with abnormal or absent breathing. If cardiac arrest is not treated within 5 minutes, brain injury is likely. Hence, immediate and decisive treatment is imperative for the best chance of survival and neurological recovery.*
The risk factors of myocardial infarction are broadly categorized	*Causes of cardiac arrest are either cardiac or non-cardiac in origin.*

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as modifiable and non-modifiable. Modifiable risk factors include hyperlipidemia, hypertension, diabetes mellitus, smoking, lack of exercise, obesity, heavy alcohol consumption, and sedentary life style. Non-modifiable risk factors are age, male gender and positive family history.	*Cardiac causes include coronary heart disease, cardiomyopathy, valvular heart diseases and congenital heart diseases where the non-cardiac causes include trauma, hemorrhage, drug over dose, drowning and pulmonary embolism.*
Clinically the patient presents with sudden onset of central chest pain for more than 20-30 min duration, which may or may not be radiating to the left arm and the angle of the jaw. It can be accompanied by excessive sweating, nausea, vomiting as well as shortness of breath.	*Symptoms of cardiac arrest are sudden and drastic. Sudden collapse, no breathing, no pulses, and loss of consciousness make the clinical diagnosis.*
ECG shows ST segment and T wave changes. The diagnosis is confirmed by the elevation of the cardiac markers.	*The principles of management are basic life support, advanced life support and post resuscitative care.*
Prompt intervention is necessary for better prognosis. Management	*Potential complications of the cardiac arrest include*

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includes high flow oxygen, aspirin, clopidogrel and morphine. In ST elevated MI streptokinase should be considered unless there are any contra indications. Statin therapy should be started irrespective of the lipid level. Once the patient is stabilized, have to consider percutaneous coronary interventions, stenting, or if necessary, bypass grafting.	*arrhythmias, stroke, and rupture of the heart, cardiogenic shock, and rib fractures during attempts at resuscitation and death.*
Complications of myocardial infarction include arrhythmias, pericarditis, and hypertension, systemic embolism from mural thrombi, re-infarction and myocardial rupture.	
Prognosis depends on the person's health, extent of the damage and the treatment given.	

50. This submission cannot be accepted in the terms in which it has been advanced, for more than one reason. It is the respondent No. 1's own case that Myocardial Infarction arises from impaired blood supply to the heart, while cardiac arrest results from the immediate cessation of

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normal blood supply to the heart. Thus, admittedly, both conditions arise from a disruption in blood supply to the heart.

51. Both conditions are also described as a "heart attack" in the common parlance, a term which has also been utilized in the definition of "Myocardial Infarction" within the policy wordings of the Home Credit Assure policy. Thus, on a plain reading of the respondent No. 1's own submissions and the policy wordings, any medical event constituting "the first occurrence of a heart attack" appears to be covered under the category of Myocardial Infarction.

52. It is well settled that where an insurer seeks to deny a claim on the ground that the event falls outside the scope of coverage or within the exclusionary clause, the onus lies upon the insurer, and not upon the insured. This was held by the Hon'ble Supreme Court in ***Vedic Resorts (supra)***, the relevant portions of which read as follows:

> *"17. It is tried to say that wherever such an exclusionary clause is contained in a policy, it would be for the insurer to show that the case falls within the purview of such clause. In case of ambiguity, the contract of insurance has to be construed in favour of the insured.*
>
> *18. Beneficial reference of the decision in National Insurance Co. Ltd. v. Ishar Das Madan Lal, (2007) 4 SCC 105, be made in this regard, in which it has been held that : (SCC p. 109, para 8)*
>
> *"8. However, there may be an express clause excluding the applicability of insurance cover. Wherever such exclusionary clause is contained in a policy, it would be for the insurer to*

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show that the case falls within the purview thereof. In a case of ambiguity, it is trite, the contract of insurance shall be construed in favour of the insured."

19. The Constitution Bench in General Assurance society Ltd. v. Chandumull Jain, 1966 SCC OnLine SC 208, had also observed as back as in 1966 that : (SCC OnLine SC para 11)

"11. ... there is no difference between a contract of insurance and any other contract except that in a contract of insurance there is a requirement of uberrima fides i.e. good faith on the part of the assured and the contract is likely to be construed contra proferentem that is against the company in case of ambiguity or doubt."

(emphasis supplied)

53. The respondent No. 1 has done no more than assert that cardiac arrest is not Myocardial Infarction. However, it has not done so in a manner which is sufficient to discharge the burden that rests upon it. The assertions made, though supported by the opinion of Dr. Basant Kumar, do not make out enough of a difference between the two for it to be said that cardiac arrest cannot be considered to fall under Myocardial Infarction for the purposes of the insurance claim.

54. It is at this juncture that the rule of *contra proferentem* becomes decisive, whereby ambiguity in the terms of a contract, even in the case of a contract of insurance, will be interpreted as against the party who wrote the contract. This has been held by the Supreme Court in ***General Assurance Society Ltd. v. Chandmull Jain***, ***(1966) 36 Comp Cas 468***, as well as in ***Pushpalaya Printers (supra)***, ***Sangrur Sales Corporation***

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(supra), and ***Sushilaben Indravadan Gandhi v. New India Assurance Co. Ltd., (2021) 7 SCC 151***.

55. I remain conscious that the rule of *contra proferentem* is not a license to manufacture an ambiguity where none exists, and that a clearly worded clause must be given effect according to its terms even where the result is unfavourable to the insured, as cautioned in ***Harchand Rai (supra)***, and as urged upon this Court by the respondent No. 1 through its reliance on ***Sony Cherian (supra)*** and ***Garg Sons International (supra)***. However, to my mind, the present case is not one where the Court is called upon to add words to the policy or to expand its coverage beyond what was bargained for. The policy already covers Myocardial Infarction. The only question is what that term is properly understood to mean.

56. The purposive character of the policy reinforces this construction. The policy was availed together with a home loan, precisely to protect the family from the risk of losing the property in the event of death or incapacity of the insured during the loan tenure. To read the definition of Myocardial Infarction so narrowly as to exclude cardiac arrest, which is one of the most frequent modes in which a fatal coronary event presents, would substantially defeat the very purpose for which the cover was taken and the premium was paid. This is more so where death occurs suddenly and no opportunity for antemortem investigation exists.

57. Reliance has been placed by the petitioner on the decision of the Madras High Court in ***Jasmine Ebenezer Arthur (Supra)***, a case involving the same respondent No. 1 herein bearing close factual similarity, where the respondent No. 1 had resisted a claim on the grounds that cardiac arrest

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was not Myocardial Infarction within the meaning of an identically structured home loan protection policy. The Madras High Court, upon obtaining an opinion from an independent expert cardiologist, recorded that Acute Coronary Syndrome is understood in cardiological practice to encompass Myocardial Infarction, and held that the cardiac arrest suffered by the insured fell within the scope of that medical event, and directed the insurer to honour the claim. This decision was carried in appeal and confirmed by the Division Bench of that Court in ***W.A. No. 4035 of 2019*** titled ***HDFC Ergo General Insurance Company Limited v. Jasmine Ebenezer Arthur***.

58. Ms. Bagga, learned counsel, has sought to distinguish ***Jasmine Ebenezer Arthur (supra)*** from the present instance on the ground that, in that case, an independent expert opinion was obtained whereas no such exercise has been undertaken here, nor has the petitioner furnished a doctor's certificate specifically attributing the death to Myocardial Infarction.

59. This distinction, in my view, is untenable. The obtaining of an independent medical opinion in that case was a step taken by the Court itself in the exercise of its discretion to resolve a disputed medical question. It was not laid down as a precondition that must invariably be satisfied by a claimant before a claim of this nature can succeed. It is not for this Court to hold the claim against the petitioner merely because she did not, on her own initiative, procure an expert opinion that the respondent No. 1 itself never called for at the time of processing the claim.

60. In the circumstances of the present case, I am not persuaded that a fresh

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reference for expert opinion is necessary. The record before this Court, including the respondent No. 1's own pleaded understanding of the relationship between the two conditions, suffices for the determination of this question. This Court, in any event, is not bound by ***Jasmine Ebenezer Arthur (supra)***, being a decision of the Coordinate High Court. However, I find the reasoning of ***Jasmine Ebenezer Arthur (supra)*** persuasive and consistent with the principles laid down by the Hon'ble Supreme Court in the authorities discussed above.

61. In this view of the matter, "Myocardial Infarction" as defined by the respondents' own documentation must necessarily include cardiac arrest within its ambit. Thus, the petitioner herein is entitled to succeed in her claim. The Repudiation Letter dated 03.07.2021 issued by the respondent No. 1, being founded entirely on the contrary premise, cannot be sustained and is liable to be quashed.

Validity of the Ombudsman's Award

62. It is well settled that an authority discharging quasi-judicial functions, whose decision visits civil consequences upon a party, is obliged to observe the principles of natural justice, foremost among them the rule of *audi alteram partem*. This requirement is not confined to bodies formally styled as courts or tribunals but extends to every administrative and quasi-judicial authority whose decisions affect the civil rights of the persons before it. This has been repeatedly affirmed by the Hon'ble Supreme Court, including in ***Canara Bank v. V.K. Awasthy, (2005) 6 SCC 321***, the relevant extracts of which are as follows:

> *"10. The adherence to principles of natural justice as recognised by all civilized States is of supreme importance*

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when a quasi-judicial body embarks on determining disputes between the parties, or any administrative action involving civil consequences is in issue. These principles are well settled. The first and foremost principle is what is commonly known as audi alteram partem rule. It says that no one should be condemned unheard. Notice is the first limb of this principle. It must be precise and unambiguous. It should apprise the party determinatively of the case he has to meet. Time given for the purpose should be adequate so as to enable him to make his representation. In the absence of a notice of the kind and such reasonable opportunity, the order passed becomes wholly vitiated. Thus, it is but essential that a party should be put on notice of the case before any adverse order is passed against him. This is one of the most important principles of natural justice. ...

14. Concept of natural justice has undergone a great deal of change in recent years. Rules of natural justice are not rules embodied always expressly in a statute or in rules framed thereunder. They may be implied from the nature of the duty to be performed under a statute. What particular rule of natural justice should be implied and what its context should be given in a case must depend to a great extent on the fact and circumstances of that case, the framework of the statute under which the enquiry is held. The old distinction between a judicial act and an administrative act

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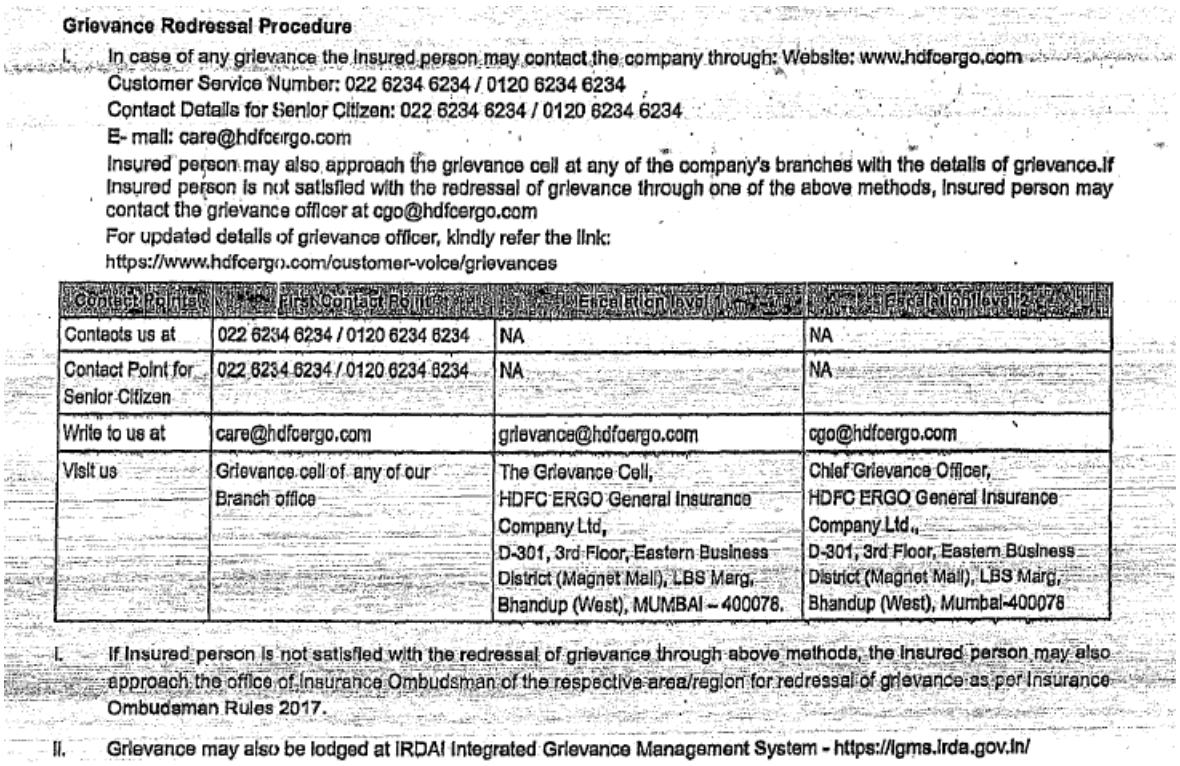
has withered away. Even an administrative order which involves civil consequences must be consistent with the rules of natural justice. The expression "civil consequences" encompasses infraction of not merely property or personal rights but of civil liberties, material deprivations and non-pecuniary damages. In its wide umbrella comes everything that affects a citizen in his civil life."

(emphasis supplied)

63. The respondent No. 3 herein, in adjudicating a complaint against the repudiation of an insurance claim, passes orders which involve civil consequences and therefore is bound to adhere to the principles of natural justice.

64. The role of the respondent No. 3 has been described in the Standard Terms and Conditions of Home Credit Assure Insurance Policy issued by the respondent No. 1 as under :-

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Grievance Redressal Procedure

I. In case of any grievance the insured person may contact the company through: Website: www.hdfcergo.com
Customer Service Number: 022 6234 6234 / 0120 6234 6234
Contact Details for Senior Citizen: 022 6234 6234 / 0120 6234 6234
E- mail: care@hdfcergo.com
Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at cgo@hdfcergo.com
For updated details of grievance officer, kindly refer the link:
https://www.hdfcergo.com/customer-voice/grievances

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	022 6234 6234 / 0120 6234 6234	NA	NA
Contact Point for Senior Citizen	022 6234 6234 / 0120 6234 6234	NA	NA
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd, D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), MUMBAI – 400078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai-400078

I. If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

II. Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://igms.irda.gov.in/

65. The duties and functions of the respondent No. 3 are accordingly elaborated in the Insurance Ombudsman Rules, 2017:-

> *"13. Duties and functions of Insurance Ombudsman.—(1) The Ombudsman shall receive and consider complaints [alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds:—]*
>
> *(a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;*
>
> *(b) any partial or total repudiation of claims by the life insurer, general insurer or the health insurer;*
>
> *(c) disputes over premium paid or payable in terms of Insurance Policy;*

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(d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;

(e) legal construction of insurance policies insofar as the dispute relates to claim;

(f) policy servicing related grievances against insurers and their agents and intermediaries;

(g) issuance of Life Insurance Policy, General Insurance Policy including Health Insurance Policy which is not in conformity with the proposal form submitted by the proposer;

(h) non-issuance of Insurance Policy after receipt of premium in Life Insurance and General Insurance including Health Insurance; and

[(i) any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, insofar as such matter relates to issues referred to in clauses (a) to (h).]

[Explanation.—For the purpose of this sub-rule, the term "deficiency" shall have the meaning as assigned to it in clause (11) of Section 2 of the Consumer Protection Act, 2019 (35 of 2019).]

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(2) The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.

(3) The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.

(4) The Central Government or as the case may be, the [Authority] may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Rule 14.

....

17. Award.—(1) Where the complaint is not settled by way of mediation under Rule 16, the Ombudsman shall pass an award, based on the pleadings and evidence brought on record.

[(2) The award passed under sub-rule (1) shall be in writing, duly signed in person or digitally by the Insurance Ombudsman with reasons for passing such award.]

(3) Where the award is in favour of the complainant, it shall state the amount of compensation granted to the complainant after deducting the amount already paid, if any, from the award:

Provided that the Ombudsman shall,—(i) not award any compensation in excess of the loss suffered by the

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complainant as a direct consequence of the cause of action; or

(ii) not award compensation exceeding Rupees [fifty] lakhs (including relevant expenses, if any).

(4) The Ombudsman shall finalise its findings and pass an award within a period of three months of the receipt of all requirements from the complainant.

(5) A copy of the award shall be sent to the complainant and the insurer[or insurance broker, as the case may be,] named in the complaint.

(6) The insurer [or insurance broker, as the case may be,] shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman [and upload the details in the complaints management system].

(7) The complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999, from the date the claim ought to have been settled under the regulatios, till the date of payment of the amount awarded by the Ombudsman.

(8) The award of Insurance Ombudsman shall be binding on the insurers [or insurance broker, as the case may be,]"

66. Once the petitioner was aggrieved by the repudiation of a claim and had approached the respondent No. 3, it was incumbent upon the respondent No. 3 to take the complaint of the petitioner to its logical conclusion. If

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the mediation form was not signed by the petitioner, it was required for the respondent No. 3 to adjudicate the complaint. Since the same has not been done and for the reasons stated above, the Award is liable to be set aside.

Relief and Quantum

67. It has been found, firstly, that the death of the petitioner's husband falls within the scope of the policy on a proper construction of the term "Myocardial Infarction", secondly, that the Repudiation Letter dated 03.07.2021 is accordingly unsustainable, and thirdly, that the Award dated 26.09.2023 is vitiated due to breaches of the principles of natural justice. Accordingly, the petitioner is entitled to succeed in her claim against the respondent No. 1.

68. The petitioner's late husband and his brother, Sh. Naresh Kumar Tyagi, were both named as insured persons as per the above-mentioned Policy Certificate. It is only that the husband of the petitioner, i.e. Sh. Anand Kumar Tyagi, has passed away.

69. In these circumstances, the petitioner, as the nominee of her husband listed on the Policy Certificate, is entitled to release of the sum representing her husband's insured interest under section III of the policy, namely 50% of the entire insured sum of Rs. 55,94,890/-, which amounts to a sum of Rs. 27,97,445/-. Additionally, interest of 9% is to be paid on this sum from the date of repudiation to the date of actual payment.

70. The petitioner has further sought the interest component of Rs. 10,16,352/- paid by her on the home loan instalments from April, 2021. Had the respondent No. 1 honoured the claim on 03.07.2021, the

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insured amount would have been available to be applied towards the loan to the extent of the petitioner's late husband's insured interest. Owing to the unsustainable repudiation, the petitioner was compelled to continue servicing the loan, including the interest component, on the very amount that the respondent No. 1 was bound to pay.

71. Hence, the aforesaid interest amount paid is a direct consequence of the wrongful repudiation, and the respondent No. 1 cannot retain the benefit of its own wrong. The petitioner is accordingly entitled to the interest component paid on the portion of the loan corresponding to her husband's 50% insured interest, being Rs. 5,08,176/- out of Rs. 10,16,352/-, together with the interest component paid on that portion thereafter until actual payment, as reflected in the loan account statement.

CONCLUSION

72. For the reasons as discussed above and having found no ground within which to reject the insurance claim of the petitioner, the objections raised by the respondents stand rejected.

73. Consequently, the petition is allowed and both the Repudiation Letter dated 03.07.2021 issued by the respondent No. 1 and the Award dated 26.09.2023 passed by the respondent No. 3 are quashed and set aside.

74. The respondent No. 1 is directed to pay to the petitioner 50% of the insured sum under Policy No. 2999202171789000000, amounting to Rs. 27,97,445/-, along with interest at a rate of 9% per annum computed from date of repudiation, i.e. 03.07.2021 till date of actual payment and further to pay to the petitioner Rs. 5,08,176/- towards the interest component, together with the interest component paid on that portion

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thereafter until actual payment.

75. The present petition, along with any pending applications, is disposed of in the aforesaid terms.

76. The documents handed over in the Court are taken on record.

JASMEET SINGH, J.

NOVEMBER 18th, 2026/(SR)