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

\+ CONT.CAS(C) 1079/2025, CM APPL. 44929/2025, CM APPL. 44930/2025&CM APPL. 47182/2025

DEVANAND SHUKLA .....Petitioner

Through: Petitioner in person.
Ms. Aditi Gupta, Adv. (DHCLSC) through VC.

versus

SOMESH R BUSI & ORS. .....Respondents

Through: Mr. Abhishek Nanda & Mr. Saurabh Singh, Ms. Hrishika Rawat. Advs. for R-1.
Mr. Amit Tyagi, Adv. for R-3.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

O R D E R

% **13.08.2025**

1. This hearing has been done through hybrid mode.

2. The present petition under Sections 2(b) & 12 of the Contempt of Courts Act, 1971 seeks the following prayers: -

> "8.1 Hold the Respondents namely IRDAI, DFS and ACKO General Insurance Lad. guilty of civil contempt for wilful disobedience of the binding judgment dated 18.08.2003 in WP(C) No. 6074/2019.
> 8.2 Direct Respondent No. 3 (ACKO General Insurance Ltd) to forthwith approve and release the Petitioner's Permanent Total Disability claim filed on 11.02.2025, with interest and compensation for delay and hardship.
> 8.3 Direct Respondent No. 1 (IRDAI) to;
> a) Issue a public apology for its failure to enforce the judgment
> b) Circulate binding instructions to all insurers to settle pending or rejected PD claims within 7 days of this order,
> c) Establish a monitoring and penalty mechanism to ensure future

compliance with the RPWD Act, 2016 and this judgment
8.4 Direct Respondent No. 2 (DFS) to:
a) Get Notification dated 20.08.2024 and initiate disciplinary action
b) Conduct an inquiry within 30 days into non-implementation of the
c) Propose amendments to strengthen RPWD Act enforcement and empower IRDA with penalty powers.
8.5 Appoint, under this Court's supervision or through IRDAI, a specialized monitoring body to;
a) Safeguard insurance rights of persons with disabilities;
b) Handle similar contempt redressals swiftly.
8.6 Direct urgent listing of the present position on the fast track, in view of the Petitioner's financial hardship, medical condition and ongoing non-compliance.
8.7 Permit the Petitioner to argue the petition vis video conferencing due to his health and financial constraints.
8.8 Grant interim relief directing Respondents 1 and 2 to ensure that ACKO and all insurers deposit at least 50% of the Petitioner's admissible claim anout within 7 days, in light of;
a) Petitioner's inability to fund hospital or educational expenses,
b) Continued delay, hardship and prejudice suffered
8.9 Direct IRDAI and DFS to submit quarterly compliance reports to this Court for a period of 12 months on;
a) Implementation of inclusive insurance policies for PDs;
b) Monitoring adherence to accessibility standards and grievance redressal.
8.10 Continue such monitoring beyond 12 months as deemed necessary by this Count to secure lasting compliance.
8.11 Pasay other order or direction as this Hon'ble Count may deem just and proper in the interest of justice and the rights of persons with disabilities."

3. Petitioner who appears in person through video conferencing was given assistance by the Delhi High Court Legal Services Committee, however he chose to argue this petition in person.

4. It is the case of the petitioner that he is 20 years old with 40 per cent disability and was a formal national level weight lifting athlete and is now pursuing a law degree. It is submitted that the respondents are in violation of

the judgment dated 18.08.2023 by the learned Single Judge in W.P.(C) 6074/2019 in Saurabh Shukla vs. Niva Bupa Health Insurance Co. Ltd. And Ors. The petitioner relies upon the following paragraphs of the said judgment in support of the present petition:-

> "12. After considering the legal position as extracted above, this Court issued various directions to the IRDAI in judgement dated 13th December, 2023. The said directions are extracted as under:
>
> "***Analysis***
>
> *21. The IRDAI is the sector regulator in the insurance industry in India. Regulation 8 which deals with underwriting reads as under:*
>
> ***"8. Underwriting***
>
> *b. The underwriting policy shall also cover the approach and aspects relating to offering health insurance coverage* ***not only to standard lives but also to sub-standard lives.*** *It shall have in place various objective underwriting parameters to differentiate the various classes of risks being accepted in accordance with the respective risk categorisation.*
>
> *c. Any proposal for health insurance may be accepted as proposed or on modified terms or denied wholly based on the Board approved underwriting policy. A denial of a proposal shall be communicated to the prospect in writing, by recording the reasons for denial. Provided, the denial of the coverage shall be the last resort that an insurer may consider."*
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> *22. A perusal of the IRDAI regulations above regulation would show that, unfortunately, the terminology sub-standard lives is used in respect of persons with disabilities which is not an acceptable terminology. Even otherwise, Regulation 8(b) and Regulation 8(c) read with the circular dated 2nd June, 2022 clearly provides that insurance companies have to give insurance coverage to the following three categories three categories of persons:*
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> *i. Persons with disabilities*
>
> *ii. Persons with HIV*
>
> *iii.Persons affected with mental illness.*
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> *23. The IRDAI being the regulator of the sector has important functions to perform under the IRDAI Act of 1999. The IRDAI ought to ensure that its circulars and other policies are duly given effect to by the insurance companies. In the present case, it has been observed the Court of the Chief Commissioner of Disabilities brought the facts of this case to the knowledge of the IRDAI. However, this action also did not yield any positive response from the IRDAI with respect to the case of the*

Petitioner. The stand of IRDAI before this Court both in the Counter affidavit, Circular and in the oral submissions does not match with the inaction when the issue was brought to its notice. The IRDAI ought to have stepped up and ensured that the insurance companies offer adequate products for persons with disabilities. Refusal to issue a health insurance policy to the Petitioner ought to have been a warning bell to the IRDAI. Unfortunately, despite the above settled legal position and the IRDAI's position on record, there is a disconnect in implementation.

Conclusion and Directions

24. In the background of this case, the manner in which both the insurance companies have simply rejected the proposal of the Petitioner that too with cryptic rejection letters is disconcerting. The Petitioner is a person who is working as an investment professional who can afford an insurance policy by paying a reasonable premium. Irrespective of the economic standing of a person with disability, insurance coverage cannot be rejected or refused.

25. Under these circumstances, this ***Court is of the opinion that there is no doubt that persons with disabilities would be entitled to health insurance coverage and products would have to be designed to enable them to obtain health insurance coverage.***

26. In view of the above discussion the following directions are issued:

i. The IRDAI, shall call a meeting of all insurance companies to ensure that the products are designed for persons with disabilities and other persons in terms of the circular dated 2nd June, 2020. The process of designing such products shall be supervised by the IRDAI and it shall be ensured that the said products are introduced on an early date, preferably within two months.

ii. The Petitioner is permitted to approach Max Bupa Health Insurance Co. Ltd. & Oriental Insurance Co. Ltd., once again. The two insurance providers shall consider the case of the Petitioner for issuance of a health insurance policy and the question of extending insurance to the Petitioner shall be reviewed. A proposal shall be placed on record by the next date of hearing.

iii. Immediate steps shall be taken by the IRDAI to modify the terminology `sub-standard lives' in their Regulations so as to ensure that such unacceptable terminology is not used in its Regulations or other documents while referring to persons with disabilities."

Thereafter, the aforesaid writ petition was disposed of by learned Coordinate Bench by observing as under:

"21. Insofar as the decision of the IRDAI qua the Petitioner is concerned, the decision is stated to have been taken by the IRDAI on 19th April, 2023. The said decision of the IRDAI has been placed on record. The challenge to the decision is on the following aspects:

i. Amount of premium being charged and loading charges imposed on the Petitioner etc.
ii. Amount of Coverage
iii. Period of exclusion for pre-existing diseases

22. The IRDAI's decision is detailed and reasoned. The Petitioner has already availed of the policy in terms of the order dated 17th March, 2023. The Petitioner is free to avail of his remedies in accordance with law in for any outstanding grievances qua this decision of the IRDAI dated 17th April,
2023.

23. This Court appreciates the assistance given by the parties and their Counsels, in ensuring that insurance products for persons with disabilities have been launched in India. While the said products may not be the most ideal for persons with disabilities, this would merely be a first step in the process of achieving Equality for PwDs, which is the solemn intent of
legislations including the Right of Persons with Disabilities Act, 2016."

5. Learned counsel appearing on behalf of the respondent submits that issue in the aforesaid judgment passed by learned single Judge was that the petitioner therein was suffering from Tetraplegia and paralysis below his chest due to a spinal cord injury and was confined to a wheelchair having limited use of his arms. The petitioner therein approached two insurance companies namely Max Bupa Health Insurance Co. Ltd. (thereafter, Niva Bupa Health Insurance Company Ltd.) & Oriental Insurance Co. Ltd., for seeking Mediclaim/Health Insurance. However, the said companies initially refused to offer any health insurance policy to the petitioner. It is submitted that the present petitioner had subscribed his insurance policy from Acko Group Health Insurance Policy which had validity from 01.08.2024 to

28.02.2026 and has challenged his rejection of his claim under the said policy by the concerned company.

6. Heard the learned counsel for the respondent and petitioner in person.

7. The present contempt petition for non-compliance of the aforesaid judgment passed by learned Single Judge in W.P.(C) 6074/2019 is not maintainable in view of the fact that it is the case of the petitioner that his claim in regard to the policy issued to him has been rejected. The directions given in the aforesaid judgment are general in nature with respect to certain guidelines to be followed by the insurance policies.

8. If the petitioner has any grievance with respect to denial of his claim he has other alternate remedies available to him under law.

9. In view of the above, the petition is disposed of with liberty to the petitioner to avail of his legal remedies in accordance with law before the Court of competent jurisdiction.

10. All application stands disposed of.

11. The next date of hearing stands cancelled.

AMIT SHARMA, J

AUGUST 13, 2025/*kr/dj*