

**CWP-15959-2026****-1-****IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH****122****CWP-15959-2026****Date of Decision: 21.05.2026****The New India Insurance Company Limited****...Petitioner****Versus****The Permanent Lok Adalat, Mansa and others****...Respondents****CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL****Present: - Mr. Vinod K. Kanwal, Advocate for the petitioner***********JAGMOHAN BANSAL, J. (Oral)**

1. The petitioner through instant petition under Article 226 of the Constitution of India is seeking setting aside of award dated 27.02.2026 whereby Permanent Lok Adalat, Mansa (for short 'PLA') has allowed respondent No.1's application filed under Section 22C of Legal Services Authorities Act, 1987 (for short '1987 Act') and directed to pay an amount of ₹25,00,000/- along with interest @ 6% per annum. It is further seeking stay of the impugned award dated 27.02.2026.

2. Respondent No.2 is mother of deceased Late Sh. Kuldeep Khan who was serving in the Indian Army since September' 2011. He had opened a Defence Salary Package (DSP) account bearing No.912010058619301 with respondent No.3-Axis Bank through which an accidental insurance cover was obtained. Kuldeep Khan expired on 04.04.2022 in a motor vehicular accident. FIR No. 74 dated 04.04.2022 under Sections 279, 304-A and 427 of Indian Penal Code, 1860 came to be registered at Police Station

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Bhawanigarh. Respondent No.2 being a nominee filed claim which was repudiated on account of delay though no official communication was made. Respondent No.2 filed an application under Section 22C of 1987 Act before learned PLA which sought response of the petitioner. Matter was tried to be reconciled, however, was finally adjudicated on merits. Learned PLA has concluded that petitioner and respondent No.3 were deficient in providing service and ordered to respondent No.3 to pay an amount of ₹5,00,000/- and petitioner has been fastened with the liability of ₹25,00,000/- along with interest @ 6% per annum. She is also made entitled to ₹25,000/- to be paid by petitioner and respondent No.3 each.

3. Learned counsel for the petitioner submits that accident of the insured took place on 04.04.2022. His mother submitted documents with bank beyond the prescribed period of 180 days. She might have submitted documents to bank within time.

4. From the perusal of record, it is evident that deceased was serving in Indian Army. His accident and ultimate death is not disputed. Payment of premium/installment for the claimed amount is also not disputed. The petitioner is trying to deny the claim on the ground of delay in depositing documents. As per impugned award, documents were submitted well within time.

5. There is dispute with respect to date of submission of documents. As per impugned award documents were submitted well within time. As per petitioner the documents were submitted with respondent No.3-bank. There was no refusal on the part of respondent-bank that documents



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were not submitted. Delay, if any, cannot deprive dependent from substantial benefit when all other conditions stand complied with.

6. Section 22E of 1987 Act provides that award passed by learned PLA shall be final and binding on all the parties. The award cannot be called in question in any original suit, application or execution proceedings.

Section 22E reads as:

“22E. Award of Permanent Lok Adalat to be final

(1) Every award of the Permanent Lok Adalat under this Act made either on merit or in terms of a settlement agreement shall be final and binding on all the parties thereto and on persons claiming under them.

(2) Every award of the Permanent Lok Adalat under this Act shall be deemed to be a decree of a civil court.

(3) The award made by the Permanent Lok Adalat under this Act shall be by a majority of the persons constituting the Permanent Lok Adalat.

(4) Every award made by the Permanent Lok Adalat under this Act shall be final and shall not be called in question in any original suit, application or execution proceeding.

(5) The Permanent Lok Adalat may transmit any award made by it to a civil court having local jurisdiction and such civil court shall execute the order as if it were a decree made by that court.”

7. It is factually and legally correct that award passed by learned PLA can be examined in writ jurisdiction, however, mandate of Section 22E cannot be ignored. The award can be examined in writ jurisdiction if there is manifest procedural or fundamental error or PLA has passed award beyond its jurisdiction. There is no such argument or allegation in the present case.

Learned PLA has passed impugned order after following prescribed procedure and granting opportunity of hearing.

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8. In the wake of above discussion and findings, this Court is of the considered opinion that present petition deserves to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

21.05.2026*Mohit Kumar*

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No