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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 981/2024 & CM APPL. 4069/2024**

Date of Decision: **12.05.2026**

IN THE MATTER OF:

THE NEW INDIA ASSURANCE COMPANYPetitioner

Through: Ms. Maninder Acharya, Senior
Advocate with Mr. J. P. N. Shahi,
Advocate.

versus

NATIONAL COMMISSION FOR SCHEDULED CASTES AND
ANR & ANR.Respondents

Through: Mr. T. P. Singh, Sr. Central Govt.
Counsel for R-1.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The petitioner seeks to challenge the notice dated 22.06.2023 issued by respondent no. 1, namely, National Commission for Schedule Caste [Commission] on the basis of representation received from respondent no.2, namely, Manas Ranjan Behera. For the sake of clarity, the reliefs prayed in the instant petition are as under:

“a) Quash / Set aside the notice dated 22.06.2023 and any other proceedings which is pending before Respondent No. 1 / NCSC qua the representation filed by the Respondent No.



b) *Restraining the Respondent No. 1 to call the CMD of the Petitioner insurance company.*

c) *Pass any other / further order / relief which this Hon'ble Court may deem fit , just and proper in the circumstances of the case in favor of the Petitioner."*

2. The petitioner submits that a perusal of the entire complaint would nowhere indicate caste discrimination, or an element which would invoke the jurisdiction of the Commission, empowered under provisions of Article 338 of the Constitution of India. It is thus contended that the notice itself is without jurisdiction.

3. The petitioner places reliance on the decision of the Supreme Court in the case of *All India Indian Overseas Bank SC and ST Employees Welfare Association and Ors. v. Union of India Others*¹, decision of the High Court of Gauhati in the case of *National Hydroelectric Power Corporation Ltd. v. National Commission for Scheduled Tribes and Anr.*², decision of the Allahabad High Court in the case of *Dr. Lalji Singh v. National Commission and Ors.*³, and the decision of this Court in the case of *Indian Oil Corporation Ltd. v. National Commission for Scheduled Tribes and Anr*⁴.

4. Respondent no.1 is represented by Mr. T. P. Singh, Advocate. Respondent no.2, who is the complainant, and despite service, has not appeared.

5. The Court has considered the submissions made by learned counsel appearing for the parties. The question that arises for consideration is

¹ (1996) 6 SCC 606

² 2021 SCC OnLine Gau 229

³ Civil Misc. Writ petition no.35566 of 2013 dated 09.04.2014

⁴ W.P.(C) 9186/2016 dated 09.01.2018



whether the complaint made by respondent no.2, if taken at face value would disclose any matter which would fall within the jurisdiction of respondent no.1/ Commission under Article 338 of the Constitution of India.

6. The complaint/ *Annexure R-1* on a bare perusal, would nowhere reflect any allegation requiring the invocation of the jurisdiction by the concerned Commission.

7. Article 338 of the Constitution of India provides for the National Commission for Scheduled Castes. A perusal of clauses (a) and (b) under Article 338(5) would show that the Commission is specifically empowered to; (a) investigate and monitor all matters relating to the safeguards for Scheduled Castes and the workings thereof and (b) inquire into specific complaints with respect to deprivation of rights and safeguards of Scheduled Castes.

8. Except for describing the subject of the complaint as one of “caste-based discrimination”, the body of the complaint does not contain any specific averment to indicate that respondent no.2 was treated adversely on account of his caste. There is no allegation that the insurance policy was denied because respondent no.2 belongs to a Scheduled Caste. No allegation with respect to any constitutional safeguard, reservation policy, statutory protection or Government instruction meant for the Scheduled Castes was violated by the petitioner. The complaint, therefore, does not disclose the bare facts necessary for invoking the jurisdiction of the Commission, empowered under of Article 338 of the Constitution.

9. The Court has already held on multiple occasions that one of the functions of the Commission though, includes inquiring into specific complaints with respect to deprivation of the rights and safeguards of



Schedule Tribes, however, there has to be some element of any caste discrimination and deprivation of the rights of the concerned community. For the sake of clarity, the complaint is extracted as under:

"SJIPL/SC-COM, NEW INDIA/2023-24/003

Date: 04/04/2023

*To
The Honourable Chairman
National Commission for Schedule Castes
Government of India*

5th Floor, Lok Nayak Bhawan, Khan Market New Dehi-11003

Ref: Attached all Documents of New India Assurance Co. Ltd.

Sub: Caste-Based discrimination by the RM Mr. Dilip Patra and Pitamber of the New India Assurance Co. Ltd., Bhubaneswar.

Mister,

I request you that I Manas Ranjan Behera, owner of Shri Jagannath Infrapower Pvt Ltd. It is a big trouble for me to get mental harassment and cruel treatment from New India Assurance Company limited by RM Shri Dilip Patra and Pitambar Sir.

Because I had an insurance policy of New India Assurance Company Limited and the policy was valid from 16.01.2019 to 15.01.2020 midnight

1. On seeing the Virtual Completion Certificate from Air Force Naval Housing Board, letter no. AFNHB/WKS/1802/Vol-III, dated 01.02.2019, the policy was renewed on 15.01.2019 on behalf of your good office, and at that time the insurance office staff and agent did not have any problem on renewal and for your kind information no one raised any query at the time of renewal

2. The Air Force Naval Housing Board submitted a letter to us on February 1, 2019, regarding "virtual completion." So, I'm asking what "virtual" means here Virtual means "almost". Virtual is used to describe something that exists in reality, but is not real.

Signature Not Verified

Signed By:AMIT KUMAR
SHARMA
Signing Date:22.05.2026
13:26:44

Signature Not Verified

Signed
By:PURUSHAINDRA
KUMAR KAURAV



Example: We made a friend named Abhishi on an online gaming set. But don't expect to meet him in person.

3. When Cyclone Fani struck, on May 3, 2019, I submitted a written statement to the insurance office stating that I had suffered this much loss in the cyclone, but at that time no one said anything about the policy. And the proceedings were initiated by deputing Surveyor Mr. S. Appazhi. I was in touch with Mr. Appazhi from May 3, 2019 to January 28, 2022. Mr. Appazhi visited Bhubaneswar from Vizag approximately 10 times to verify all the documents. At the same time, a man named Mr. Naidu from Vizag, his mobile number was 9494333638. He deposited 1 lakh in his bank account and four cash withdrawals of 50 rupees. Finally, the survey report arrived. Mr. Dilip asked me how much I had paid to the surveyor. I refused, and at the same time, I called Mr. Appajhi and asked him on the loudspeaker, "How much I had paid." Appajhi replied, "Sir, I have already paid, you can pay from them." Dilip then asked for 5 lakh rupees, and I refused, and Pitambar was also present. After I refused, he got furious and abused me, saying, "Look how I'm moving the file around. This is from February 2022." My question is, why did you create such a ruckus, and after making the file false, you wrote to me on February 15, 2022, but why didn't you tell me beforehand? They could have told me about the virtual case earlier as well. So why did you torture me so much by making me run around repeatedly?

4. I request you to strictly interrogate Mr. Appajhi, Dilip Pitambar and I have claimed Rs. 22 lakh 50 thousand. It's been four years since I claimed I was in so much trouble. Therefore, I want to be released from the mental torture.

Thanking You

With Warm Regards. "

10. The decision relied upon by the learned counsel appearing for the respondents in the case of ***State Bank of India v. the National Commission for Scheduled Castes and Anr***⁵ passed by this Court would have no application under the facts of the present case as the entire complaint nowhere reflects any element of deprivation of rights of the complainant on account of he being belonging to a particular caste.



11. The dispute in the instant case has emanated from an Insurance Policy, which was availed by respondent no.2. The claim under the Insurance Policy was repudiated. The dispute, thus, at best, is in the nature of a commercial transaction and will have to be adjudicated by the Court of competent jurisdiction.

12. For all those reasons, the impugned notice dated 22.06.2023, along with consequential orders, is set aside. In the absence of there being any element or fulfillment of basic criteria as required under Article 338 of the Constitution of India, even the complaint itself is rejected.

13. Petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

MAY 12, 2026/P

⁵ W.P.(C) 16057/2022 dated 19.03.2026