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

\+ LPA 274/2026 & CM APPL.25107/2026

DEVANAND SHUKLA .....Appellant

Through: Appellant in person (*through VC*)

versus

CENTRAL VIGILANCE COMMISSION & ORS. .....Respondent

Through: Mr. Abhishek Nanda, Ms. Hrishika Rawat, Ms. Yashika Singh, Advs for R-4/IRDAI

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE ANISH DAYAL

O R D E R

% 17.04.2026

1. The present Letters Patent Appeal [***LPA***] has been preferred against order dated 13th January 2026, passed by learned Single Judge of this Court in ***W.P.(C.) 15753/2025*** and ***CM APPL.909/2026*** titled "***Devanand Shukla v. Central Vigilance Commission & Ors.***", whereby the writ petition filed by appellant was disposed of with directions permitting appellant to approach the jurisdictional Insurance Ombudsman for redressal of his subsisting grievances arising from repudiation and handling of his insurance claims.

2. The facts of the matter pertain to appellant, who is a law student, a former national-level weightlifting athlete, having availed loan-linked insurance coverage from certain Insurance Companies and thereafter having suffered a serious accident on 05th December 2024, resulting in 40%

permanent locomotor disability. Grievance of the appellant arose from alleged wrongful repudiation and improper handling of his insurance claims by the concerned Insurance Companies and the subsequent processing of his complaints before various regulatory and grievance redressal authorities, including *Centralised Public Grievance Redress and Monitoring System* (*CPGRAMS), Bima Bharosa Portal,* and the *Central Vigilance Commission* ["***CVC***"].

3. The writ petition was accordingly filed seeking directions to CVC to assume direct control and supervision over vigilance complaints bearing nos. 112564/2025 [*filed against Department of Financial Service*], 112565/2025 [*filed against Insurance Regulatory and Development Authority (IRDAI)*], and 112566/2025 [*filed against Reserve Bank of India /Consumer Education and Protection Department*], and to conduct an independent inquiry therein.

4. Learned Single Judge, after considering the material placed on record as well as the note submitted by the learned *Amicus Curiae*, *vide* impugned order issued following directions:

> "***11.*** *Under these circumstances, the Court deems it appropriate to issue following directions:*
> *(i) Let the petitioner to approach jurisdictional Insurance Ombudsman in a fresh application specifically pointing out the pendency of his earlier application and the grievance which subsists against the Insurance companies;*
> *(ii) Let the aforesaid exercise be carried out within a period of thirty (30) days from today;*
> *(iii) On receipt of the complaint of the petitioner, let the same be dealt with in accordance with law with due expedition by affording an opportunity of hearing to all necessary parties;*

> *(iv) Let a final decision on the petitioner's complaint be taken by the Insurance Ombudsman within a period of three months from date of its receipt.*"

5. Having regard to the nature of the relief sought and the issues arising from repudiation and servicing of insurance claims, learned Single Judge rightly observed that the controversy fell within the statutory domain of the Insurance Ombudsman and, therefore, rightly declined to exercise the writ jurisdiction in view of the availability of an efficacious alternative statutory remedy before the Insurance Ombudsman.

6. In terms of ***Rule 13*** of the *Insurance Ombudsman Rules, 2017,* complaints relating to delay in settlement of claims, partial or total repudiation of claims, disputes regarding policy terms and conditions, and policy servicing grievances are expressly amenable to consideration by the Insurance Ombudsman. Appellant cannot insist upon adjudication of his grievances through vigilance proceedings when an efficacious statutory mechanism governing insurance disputes is available. For ease of reference, the relevant rule is extracted as under:

> "***13. Duties and functions of Insurance Ombudsman. —***
> *(1) The Ombudsman shall receive and consider complaints or alleging deficiency in performance 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;*

(d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
(e) legal construction of insurance policies in so far 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).*

(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."

(emphasis added)

7. The contention of appellant that learned Single Judge failed to adjudicate the prayer seeking directions to the CVC to assume direct control and supervision over the vigilance complaints does not merit acceptance. It is well settled that no writ of mandamus can be issued directing initiation or supervision of vigilance proceedings in a particular manner at the instance of a complainant. Learned Single Judge correctly appreciated that the substratum of the dispute related to insurance claim redressal and accordingly declined to issue directions in respect of the vigilance complaints.

8. In the absence of any jurisdictional error, perversity, or failure to exercise jurisdiction, the impugned order dated 13th January 2026 warrants no interference in intra-court appellate jurisdiction under *Clause 10* of the Letters Patent.

9. Accordingly, the appeal stands dismissed, with liberty.

10. Pending application, if any, be rendered infructuous.

11. Order to be uploaded to the website of this Court.

DEVENDRA KUMAR UPADHYAYA, J

ANISH DAYAL, J

APRIL 17, 2026/RK/tk