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

\+ W.P.(C) 11027/2023

SURENDER .....Petitioner

Through: Mr. Vikas Lakra and Ms. Pratima N Lakra, Advs.

versus

INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY AND ANR. .....Respondents

Through: Mr. Abhishek Nanda and Ms. Hrishika Rawat, Advs. for R-1.

CORAM:
HON’BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

O R D E R

% 28.01.2026

1. The petitioner seeks the following reliefs:

> *“a) the appropriate writ, order or direction in the nature of Mandamus or any other appropriate nature may please be issued whereby Respondent No.1 may please be directed to take immediate action under section 33 (6) (b) for termination of license due to violation of Insurance Act and Regulations for Protection of Policy Holders Interests, Regulations 2002 and also For breach of the provisions of Insurance Regulatory & Development Authority Act, 1999 and its Regulations in the interest of justice; and/or*
> *b) To direct Respondent No. 1 and Respondent No. 2 to consider the Representation dated 11.05.2023 in view of the recent judgement passed by three judges bench of Hon’ble Supreme Court in Gurshinder Singh vs Sriram General Insurance Co. Ltd.”*

2. The petitioner’s grievance arises out of the repudiation of his claim by respondent no. 2-insurance company in respect of theft of his vehicle. As per the petitioner, the said vehicle was stolen on 20.05.2008 and an F.I.R was

registered by the jurisdictional police on the same date. He claims that he had immediately intimated the local office of respondent no. 2 of the said incident and handed over all the requisite documents towards his claim. Further, on 12.08.2008, upon completion of investigation by the police, the petitioner is stated to have intimated the officials at the local office of respondent no. 2 and this was when he was directed to approach respondent no. 2's Delhi office for his claim. On 19.08.2008, respondent no. 2 repudiated his claim on the ground of delayed intimation of the incident at the Delhi office. Subsequently, the petitioner also filed a fresh clam before respondent no. 2 in respect of the same claim.

3. It is seen that the petitioner successfully challenged the repudiation before the District Consumer Redressal Commission, but the said decision was reversed by the State Consumer Redressal Commission on appeal. Further, in the revision proceedings before the National Consumer District Redressal Commission in the year 2013, the decision of the State Commission was upheld. The said decision has attained finality and has not been challenged before any Court.

4. Subsequently, on 04.11.2013, on the basis of information received from respondent no.2 in response to an R.T.I application, the petitioner made a representation before respondent no. 1-regulatory authority highlighting various alleged irregularities in the procedure adopted by respondent no. 2 in the repudiation of his claim.

5. The petitioner claims that respondent no. 1 has failed to exercise its powers under the Insurance Regulatory and Development Authority Act, 1999 [the Act] towards protection of policy-holders' interests in matters relating to their claims and, therefore, seeks directions to it towards the

same.

6. The petitioner relies on the decision of the Supreme Court in ***Gurshinder Singh v. Shriram General Insurance Company***,[2] wherein, the Court has held that in cases where the insured has lodged the F.I.R. immediately after the incident, mere delay in intimating the insurance company cannot be a ground for rejection of the claims.

7. Respondent no. 2, in the counter-affidavit filed on its behalf, has taken the position that the rejection of the petitioner's claim has attained finality upon being upheld by the National Commission, and merely on the basis of the subsequent decision in ***Gurshinder Singh***, the claim cannot be reagitated. Reliance is placed on the decision of the Supreme Court in ***Kalinga Mining Corporation v. Union of India***,[3] in this regard.

8. Respondent no. 1, in the affidavit filed on its behalf, has taken the position that it has dealt with the petitioner's representation dated 04.11.2013 in accordance with its policy and that the onus to redress the petitioner's grievance rested on respondent no. 2. It is also pointed out that the matter is a contractual dispute between the petitioner and respondent no. 2 and that the proper recourse that the petitioner ought to have taken is to approach the Insurance Ombudsman or the appropriate Court.

9. It is undisputed that the decision of the National Commission has attained finality. The petitioner, by way of the petition, seeks directions to respondent no. 1 to take action against respondent no. 2 and also for directions to respondent no. 2 to consider the second claim filed before it in light of the decision in ***Gurshinder Singh***. Essentially, the grievance of the

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[2] Civil Appeal No. 653 of 2020
[3] (2013) 5 SCC 252

petitioner is the inaction of respondent no. 2 on his claim dated

10. Rule 13 of the Insurance Ombudsman Rules, 2017 (framed under Section 24 of the Act) provides for redressal of complaints in matters arising from non-adherence to the provisions of any regulation made by respondent no. 1. It is therefore, seen that the petitioner's grievance may be raised before the Ombudsman. In no case the present writ petition should be entertained to reopen the entitlement of the petitioner for the claim, which stood adjudicated.

11. Under these circumstances, the Court is not inclined to issue any directions.

12. Learned counsel appearing for the petitioner, however, seeks liberty to approach the Ombudsman. The said liberty is always available to the petitioner if the same is permissible in law.

13. With the aforesaid liberty, the petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

JANUARY 28, 2026/P/AMG