CNR No: PHHC010707082025

2026:PHHC:116347-DB

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

108+225 **CWP-13084-2025 (O & M)**

Reserved on	Pronounced on	Uploaded on	Whether only the operative part of the judgment is pronounced	Whether the full judgment is pronounced
13.08.2026	**20.08.2026**	**21.08.2026**	**No**	**Yes**

NEW INDIA ASSURANCE COMPANY LTD ...PETITIONER

VERSUS

M/S NECTOR LIFE SCIENCES LIMITED & ANR. ...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL
HON'BLE MR. JUSTICE DEEPINDER SINGH NALWA

Present: Mr. Ashwani Talwar, Senior Advocate with
Mr. Deepak Goyal, Advocate,
Mr. Nikhil Sehrawat, Advocate and
Ms. Riya Kaushal, Advocate
for the petitioner.

Ms. Radhika Suri, Senior Advocate with
Ms. Parnika Singla, Advocate
for the respondent No.1.

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SUVIR SEHGAL, J.

1. Petitioner-Insurance Company has approached this Court under Article 226 of Constitution of India seeking issuance of a writ of certiorari to quash order dated 13.02.2025, Annexure P-11, passed by National Consumer Disputes Redressal Commission (NCDRC), New Delhi, whereby

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order dated 09.03.2017, Annexure P-9, passed by State Consumer Disputes Redressal Commission (SCDRC), Punjab has been affirmed.

2. Facts, leading to filing of appeal, are that respondent No.1-insured purchased a Marine Cargo Turn Over Policy from petitioner for a period of one year from 06.05.2011 to 05.05.2012. Insured sent a cargo of 18,000 kg. of menthol crystal to USA in 720 fiber drums. Some drums were found to be filled with sand upon arrival, some were in a damaged condition and some were missing. An FIR was registered and total loss was evaluated by insured at Rs.89,98,126/-. After getting loss assessed, petitioner insurance company approved the claim on a "non-standard" basis at 75% of the total cost on the ground that the manner as well as point of transit loss could not be pin pointed and container sealing system was not verified. Insured signed a discharge voucher on 19.10.2012 and accepted the claim of Rs.67,48,595/-. By various communications, insured intimated that it was accepting the claim under protest as part payment. On 22.10.2014, insured filed a complaint under the Consumer Protection Act, 1986, which after contest was accepted by SCDRC vide impugned judgment, Annexure P-9. Insured company was directed to pay balance amount of Rs.22,49,531/- along with interest @ 9% per annum from the date of payment of 75% claim amount. Compensation of Rs.2 lacs as well as cost of litigation of Rs.20,000/- were also awarded. Both the insurance company and insured filed separate appeals, which were dismissed by NCDRC, vide impugned judgment, Annexure P-11, imposing an additional costs of Rs.25,000/- upon petitioner-Insurance Company in each of the appeals. Hence, the present writ petition.

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3. Mr. Ashwani Talwar, learned senior counsel for the petitioner, has placed reliance upon ***United India Insurance Vs. Ajmer Singh Cotton and General Mills and others, (1999) 6 SCC 400***, to contend that once a discharge voucher has been executed in full and final settlement of a claim, contract stands discharged by accord and satisfaction. It is his argument that insurer cannot be held liable for any deficiency in service and consumer complaint is not maintainable.

4. Per contra, Ms. Radhika Suri, learned senior counsel for respondent No.1, has made a reference to emails to urge that respondent No.1 had clearly specified that amount was being accepted as part payment under protest. She asserts that, in case, respondent No.1 had not given any discharge voucher to insurance company, payment would not have been released. It is her stand that discharge voucher has been given under duress. She submits that despite the fact that appeals have been dismissed, respondent No.1 has not got the benefit of amount awarded by the consumer *fora*.

5. We have heard counsel for the parties and considered their respective submission besides examining the documents relied upon by them.

6. We have examined the correspondence between the parties. A perusal of email dated 12.10.2012, Annexure P-7, which has been sent a few days prior to execution of discharge voucher shows that insured had explicitly stated that it was accepting 75% of claimed amount under protest. On 19.10.2012, Annexure P-7/A, when discharge voucher was signed, it was

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affirmed that same was being done under protest with a request to Insurance Company to release the remaining amount. Even thereafter by a subsequent email sent on 23.10.2012, respondent No.1 had made it clear that deduction of 25% was unacceptable. It is, therefore, evident that acceptance of the amount by respondent No.1 was under duress. The signatures on discharge voucher could not be said to be voluntarily, rather this fact shows that it was under compelling circumstances that insured had given his consent for release of 75% amount. Mere signing of the discharge voucher would not absolve the Insurance Company from disbursal of balance payment more so when the discharge voucher had been given under coercion. The judgment in ***United India Insurance's case (supra)*** relied upon by petitioner would not be attracted to the facts of present case as facts before the Apex Court reflect that discharge vouchers had been executed voluntarily. In ***National Insurance Company Limited Versus Boghara Polyfab Private Limited, (2009) 1 SCC 267***, Supreme Court has clarified that clear documentation of non-consent would invalidate the plea of accord and satisfaction. Where a discharge voucher has been signed out of economic compulsion to recover a delayed payment, it cannot be said to be out of free will. Somewhat similar situation arose before the Supreme Court in ***SBI General Insurance Co. Ltd. Vs. Krish Spinning (2024) 12 SCC 1***.

7. An examination of the factual position shows that Insurance Company had issued an "all risks" marine insurance policy. The loss suffered by respondent No.1 has been assessed by a surveyor appointed by petitioner and surveyor has submitted a report confirming the loss. By email

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dated 26.10.2012, Annexure R-3, Assistant Manager of Ludhiana branch of the insurer had recommended settlement of the full claim. Insurance Company has already settled 75% of claimed amount and there is no reason for deducting 25% from the claim assessed. Both the SCDRC and NCDRC have rightly held that arbitrary deduction is a clear case of deficiency in service.

8. Finding no jurisdictional error, perversity or illegality in the well-reasoned concurrent orders passed by consumer *fora*, we find that present petition sans merit and is dismissed, though with no order as to costs.

9. Pending miscellaneous application(s), if any, shall stand disposed of.

(SUVIR SEHGAL)
JUDGE

(DEEPINDER SINGH NALWA)
JUDGE

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Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No

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