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IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

1.(111)

CWP-21087-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

DALJEET SINGH CHEEMA AND OTHERS

... Respondents

2.(112)

CWP-21246-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

NEERU SURI AND OTHERS

... Respondents

3.(113)

CWP-21414-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

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High Court, Sector-1, Chandigarh.

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VERSUS

DALJEET SINGH CHEEMA AND OTHERS

... Respondents

4.(114)

CWP-21458-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

HARISH MALHOTRA AND OTHERS

... Respondents

5.(115)

CWP-22117-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

NEERU SURI AND OTHERS

... Respondents

6.(116)

CWP-22147-2026

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High Court, Sector-1, Chandigarh.

(111) CWP-21087-2026
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INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

DALJEET SINGH CHEEMA AND OTHERS

... Respondents

7.(117)

CWP-22151-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

DALJEET SINGH CHEEMA AND OTHERS

... Respondents

8.(118)

CWP-22160-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

APARNA BANERJEE AND OTHERS

... Respondents

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9.(119)

CWP-22601-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

APARNA BANERJEE AND OTHERS

... Respondents

10.(121)

CWP-22820-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

DALJEET SINGH CHEEMA AND OTHERS

... Respondents

11.(122)

CWP-22821-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

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(128) CWP-22989-2026

... Petitioners

VERSUS

NEERU SURI AND OTHERS

... Respondents

12.(123)

CWP-22842-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

HARISH MALHOTRA AND OTHERS

... Respondents

13.(124)

CWP-22844-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

APARNA BANERJEE AND OTHERS

... Respondents

14.(125)

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(111) CWP-21087-2026
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(125) CWP-22912-2026
(128) CWP-22989-2026

CWP-22912-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

BAL KISHAN SHARMA AND OTHERS

... Respondents

15.(128)

CWP-22989-2026

INDUSIND NIPPON LIFE INSURANCE CO. LTD. AND ANR.

... Petitioners

VERSUS

AMITA BHATTACHARJEE AND OTHERS

... Respondents

Judgment Reserved on	Judgment Pronounced on	Judgment Uploaded on	Whether only the operative part of the judgment is pronounced	Whether the full judgment is pronounced
27.07.2026	**24.08.2026**	**25.08.2026**	**No**	**Yes**

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

Present: Mr. B.S. Bedi, Advocate,
Mr. Sachin Daga, Advocate and

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(125) CWP-22912-2026
(128) CWP-22989-2026

Ms. Riffi Birla, Advocate
for the petitioners in all cases.

****

SUVIR SEHGAL, J.

1. This order shall dispose of all the above noted writ petitions as there is a commonality of factual and legal position. For the sake of convenience, factual matrix is being taken from CWP-21087-2026.

2. This petition has been filed, *inter alia*, for a writ of certiorari, for quashing order dated 22.01.2026, Annexure P1, as well as orders dated 08.10.2026 and 10.11.2023, Annexures P2 and P3, passed by consumer fora.

3. Factual matrix leading to the filing of the petition is that respondent No.1 submitted a proposal on 26.12.2018 for a Life Insurance Policy, named, Reliance Nippon Life Fixed Savings Plan covering the life of his son, Sandeep Singh Cheema. A policy was issued on 28.12.2018 with a monthly premium of Rs 20,000/-, for a policy term of 12 years. Respondent paid 27 premiums totaling Rs 5,40,000/- upto the year 2021 after which he defaulted in payment. A consumer complaint was filed by respondent No.1 alleging that the policy had been missold as a fixed deposit scheme and sought full refund of the deposited amount along with interest. District Consumer Disputes Redressal Commission (DCDRC)-II, UT Chandigarh

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allowed the complaint on 10.11.2023, Annexure P3, ordering refund of the deposited amount along with interest at the rate of 9% per annum along with compensation and litigation costs. First appeal filed by the petitioner was rejected by the State Consumer Disputes Redressal Commission (SCDRC), UT Chandigarh on 08.10.2024, Annexure P2. In second appeal, National Consumer Disputes Redressal Commission (NCDRC) modified the order by setting aside compensation and costs, but maintained the direction regarding refund of the deposited premium along with interest at the rate of 12% per annum vide order impugned herein.

4. Mr. B.S. Bedi, counsel for the petitioner has contended that insurance contracts have to be strictly construed according to their express terms. He urges that Clause 4.1 of the policy provides for a 15 days Free Look Period upon receipt, for cancellation or modification of the policy. He submits that after having retained the policy and after paying 27 monthly installments for over 2 years, respondent No.1 allowed the policy to lapse. He emphasizes that respondent No. 1 is bound by the contract and cannot resile by taking a stand that it had been missold. In support of his arguments, he has placed reliance upon ***Deddappa and others Versus The Branch Manager, National Insurance Company Limited, (2008) 2 SCC 595***. It is his argument that

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insurance policy is a contract of indemnity bound strictly by its terms and Courts cannot fasten the liability upon an insurer on sympathetic consideration when policy has lapsed due to non-payment of premium.

5. We have heard counsel for the petitioner and considered his submissions, besides examining the documents referred to by him.

6. All the three foras established under the Consumer Protection Act, 2019 have evaluated the evidence on record and recorded a concurrent finding that the policy was issued on the basis of misrepresentation by petitioner's representatives and contract of insurance stood vitiated. Petitioner's representative indulged in unfair trade practice at the inception and therefore cannot take shelter behind contractual clauses for the non-exercise of free look period to retain the premium deposited by respondent No.1. This Court cannot sit in appeal to re-appreciate evidence on pure findings of fact consistently recorded by the three specialised forums. There is no cogent material to suggest that there is any jurisdictional error, perversity or manifest illegality in the exercise undertaken by consumer fora. It is a well settled principle of law that jurisdiction of the High Court under Article 226 and 227 of the Constitution over the orders passed by consumer forum is supervisory and circumscribed. This power cannot be exercised in routine to upset a consistent

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finding recorded by the consumer Courts.

7. Reliance placed by the petitioner upon ***Deddappa's*** case (supra) is of no help to him. ***Deddappa's*** case arose out of a third-party motor accident claim under the Motor Vehicles Act, 1988, where a cheque issued for premium was dishonoured, leading to cancellation of the policy before the accident took place. Hon'ble Supreme Court dealt with the statutory requirement of the validity of a contract under the Insurance Act, 1938 in the context of a third-party risk. There was no allegation of fraud, misrepresentation or mis-selling committed by the insurer or its agent at the time of entering into the contract.

8. In the present case, concurrent findings recorded by the consumer fora establishes that consent was obtained through misrepresentation and contract was void *ab initio*. By the impugned order, NCDRC has examined the matter in detail and has appropriately modified the relief by confining it to refund of the deposited premium along with interest while setting aside compensation and litigation cost. Impugned Orders, do not suffer from jurisdictional infirmity or error of law or procedural impropriety. This Court does not find any ground to exercise extraordinary writ jurisdiction to interfere in the impugned orders.

9. Writ petitions being devoid of merit are hereby dismissed, though

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with no order as to cost.

10. All pending miscellaneous application(s), if any, stand disposed of.

(SUVIR SEHGAL)
JUDGE

(DEEPINDER SINGH NALWA)
JUDGE

24.08.2026
Brij

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No

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High Court, Sector-1, Chandigarh.