IN THE HIGH COURT OF PUNJAB HARYANA AT CHANDIGARH

[**Serial No.122**]

(1) CWP-18557-2026

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Usha Rani and others .....Respondents

[Serial No.123]

(2) CWP-18570-2026

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Gian Chand and others .....Respondents

(3) CWP-18572-2026

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Gian Chand and others .....Respondents

(4) CWP-18573-2026

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Gian Chand and others .....Respondents

(5) CWP-18574-2026

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Vijay Gopal and others .....Respondents

(6) CWP-18575-2026

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Vijay Gopal and others .....Respondents

(7) CWP-18577-2026

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Bal Krishan Sharma and others .....Respondents

(8) **CWP-18578-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners
Versus
Mandeep Kaur and others .....Respondents

(9) **CWP-18579-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners
Versus
Gian Chand and others .....Respondents

(10) **CWP-18580-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners
Versus
Vijay Gopal and others .....Respondents

(11) **CWP-18582-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners
Versus
Gian Chand and others .....Respondents

(12) **CWP-18584-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners
Versus
Avneet Kaur and others .....Respondents

(13) **CWP-18603-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners
Versus
Saroj Goel and others .....Respondents

(14) **CWP-18605-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners
Versus
Vijay Gopal and others .....Respondents

(15) **CWP-18624-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners

Versus

Rattan Chauhan and others .....Respondents

(16) **CWP-18625-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners

Versus

Rattan Chauhan and others .....Respondents

(17) **CWP-18627-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners

Versus

Saroj Goel and others .....Respondents

(18) **CWP-18644-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners

Versus

Vijay Gopal and others .....Respondents

(19) **CWP-18646-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners

Versus

Vijay Gopal and others .....Respondents

(20) **CWP-18647-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners

Versus

Rattan Chauhan and others .....Respondents

(21) **CWP-18657-2026**

Reliance Nippon Life Insurance Company Ltd. and another
......Petitioners

Versus

Gian Chand and others .....Respondents

(22) **CWP-18667-2026**

Reliance Nippon Life Insurance Company Ltd. and another

......Petitioners

Versus

Saroj Goel and others **.....**Respondents

Reserved on : **24.08.2026**
Pronounced on : 09.09.2026
Uploaded on : 10.09.2026

Whether only the operative part of the judgment is pronounced or the full judgment is pronounced *:Full Judgment*

Whether there is delay in uploading the judgment *: NA*

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL
HON'BLE MR. JUSTICE RAJESH GAUR

Present: Mr.Sanjeev Goyal, Advocate,
Mr. Adhiraj Bhandari, Advocate and
Mr. Shubh Karam, Advocate for the petitioners.

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SUVIR SEHGAL, J.

1. By this common judgement, this Court shall dispose of all the above noted writ petitions filed under article 226 & 227 of the Constitution of India by the Reliance Nippon Life Insurance Company Limited (hereinafter referred to as "the petitioner-insurer), as all the matters involve common questions of law and facts.

2. For the sake of convenience, common factual matrix is being noticed from CWP-18557-2026.

3. Petitioner-insurer has approached this Court for issuance of a writ of *certiorari* to quash, order dated 07.11.2025, (Annexure P-4), passed by the National Consumer Disputes Redressal Commission, New Delhi (for short '*National Commission*'), in second appeal whereby concurrent finding by the fora established under the Consumer Protection Act, 2019 has been affirmed.

4 The dispute lies in a very narrow compass. Consumer-respondent No.1 purchased an insurance plan, with an annual premium. After retaining the policy for some time and paying renewal premium. consumer-respondent No.1 discovered that the product sold to her was drastically different from the financial plan presented to her. A complaint under the Consumer Protection Act, was filed before the Consumer Disputes Redressal Commission-I, U.T. Chandigarh, (for short 'District Commission'), asserting that complainant was a victim of misrepresentation and the policy had been mis-sold to her.

5. Vide order dated 06.10.2023 (Annexure P-1), District Commission, allowed the complaint and directed the petitioner-insurer to refund the entire deposited premium along with interest @ of 9% per annum, besides paying compensation and costs. Upon appeal, State Consumer Disputes Redressal Commission, U.T. Chandigarh, (for short 'State Commission'), dismissed the first appeal vide judgement dated 28.10.2024 (Annexure P-2) and affirmed the order passed by the District Commission. A second appeal filed by the petitioner-insurer, before the National Commission has been dismissed vide the impugned order.

6. Counsel for the petitioner-insurer has contended that consumer-respondent No.1, did not invoke the mandatory fifteen days "free look period" under regulation 6(2) of the IRDA (Protection of Policyholders' Interests) Regulations, 2002. He contends that the consumer was legally bound by the terms and conditions of the insurance policy, which precluded any claim for refund of premium exceeding the surrender value given in the schedule to the policy. It has been argued that the Consumer Fora has committed a factual error in coming to a conclusion that the policy

document was not supplied to the consumer within the free look period.

7. We have heard counsel for the petitioner-insurer and considered his submissions besides examining the record of the Consumer Fora appended with the petition.

8. The argument raised by the petitioner-insurer regarding "free look period", cannot be taken as a shield to defeat the claim of an insured against a proved misrepresentation or unfair trade practice. It has been established by the consumer before the Consumer Fora that she was never supplied with a copy of the insurance policy. Consequently, she never became aware of the terms of the product purchased by her, nor was she aware of the 15 days' "free look period" upon which much stress has been laid by the counsel for the petitioner-insurer. Complainant has demonstrated that she became aware of the policy plan only when the next year's premium was demanded from her. In this backdrop, petitioner-insurer cannot rely upon the "free look clause" to contend that the consumer is bound by the terms and conditions of the policy. The petitioner-Insurer cannot also get any benefit of the clause which provides that a policy cannot be surrendered before the period of two years from its purchase, as consumer was not supplied with the terms and conditions.

9. Furthermore, it deserves to be noticed that the impugned order dated 07.11.2025 (Annexure P-4) passed by the National Commission has been tested before this Court by petitioner-insurer in CWP No.37399 of 2025 and CWP No.37438 of 2025, which were dismissed by a Division Bench of this Court vide order dated 15.12.2025. The grounds urged here and the questions that arose for consideration in the said petitions are similar. Counsel for petitioner has not been able to distinguish the facts or grounds to

satisfy this court that the present bunch deserves to be dealt with differently. This Court is not inclined to take a different view from the one taken by a Coordinate Bench of this Court on 15.12.2025.

10. For the reasons recorded above, this Court does not find merit in these petitions, which are dismissed with no order as to costs.

11. All pending misc. application(s), if any, shall stand disposed of.

(SUVIR SEHGAL)
JUDGE

(RAJESH GAUR)
JUDGE

09.09.2026
Anjal

Whether speaking/reasoned	**:**	**Yes/No**
Whether reportable	**:**	**Yes/No**