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

\+ W.P.(C) 13570/2025, CM APPL. 55694/2025

ADITYA BIRLA HOUSING FINANCE LIMITED.....Petitioner

Through: Mr. Sanjeev Singh, Mr. Akshay Uppal, Mr. Harshit Singh, Ms. Sandipa Bhattacharjee, Advs.

versus

LEENA JAIN & ANR. .....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

O R D E R

% 03.09.2025

CM APPL. 55695/2025 (Exemption)

1. Allowed, subject to all just exceptions.

2. The application stands disposed of.

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3. The present petition is preferred against a judgment dated 08.07.2025 passed by the learned State Consumer Disputes Redressal Commission, Delhi (hereinafter 'State Commission') in Revision Petition No. 15/2025.

4. It is the case of the petitioner that the impugned order passed by the State Commission is manifestly perverse and also unreasoned in material particulars. It is submitted that the said revision petition has been dismissed without adjudicating the specific grounds raised by the petitioner.

5. The background of the matter is that the respondent no.1, along with her deceased son Late Sh. Mayank Jain and other co-borrowers jointly, availed a loan of Rs. 35.7 lacs from the petitioner under a duly executed loan agreement dated 11.07.2020. It is submitted that the borrowers requested

the petitioner to facilitate insurance, whereupon the petitioner referred the borrower to respondent no.2 i.e., Aditya Birla Health Insurance Co. Ltd. It is submitted that the policy was obtained from the respondent no.2 independently without the involvement of the petitioner.

6. On 01.05.2021, the borrower was expired. Thereafter, respondent no.1 lodged claim/s with respondent no.2. However, the insurance company repudiated the claim/s, allegedly on untenable grounds.

7. Consequently, the respondent no.1 filed Consumer Complaint No. CC/245/2021 before the Ld. District Commission. The same is culminated in an order dated 14.02.2025, whereby the following directions were issued:-

> *"(I) The OPs shall stop taking EMIs towards the loan from the complainant;*
> *(II) The OPs shall pay an amount of Rs. 2,13,199/- towards EMI paid and Rs. 4210/- towards EMI of both insurance policies to complainant from the date of death of the deceased with interest @ 9% per annum from the date of respective payment till realization.*
> *(III) The 0P-2 shall pay an amount of Rs. 2,67,000/- on account of PMAY (Pradhan Mantri Avas Yojna) subsidy.*
> *(IV) We award Rs. 50,000/- as compensation for causing mental tension and agony to the complainant and Rs. 50,000 /- as litigation expenses in favour of complainant."*

8. It is submitted that, pursuant to the above directions, the petitioner has not been collecting any EMI from the borrower/ respondent no.1. However, despite the same, in execution proceedings, the Ld. District Commission has passed an order issuing Non-Bailable Warrants (NBWs) against the Managing Director of the petitioner (Judgment Debtor-1), through the concerned SHO, returnable on 04.09.2025. It is submitted that the said order is untenable and also unjustified given that the primary liability under the insurance policy is of the respondent no.2. Further, as mentioned, the petitioner has not been collecting any EMI from the respondent no.1 since

the date of issuance of the order dated 14.02.2025, passed by the Ld. District Commission.

9. It is further stated that the petitioner is agreeable to deposit the amount payable by the petitioner to the decree holder in terms of the order dated 14.02.2025, passed by the Ld. District Commission.

10. Issue notice to the respondents, through all permissible modes, including electronically.

11. Let reply be filed within a period of four weeks from today. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

12. In view of the aforesaid circumstances pointed out by learned counsel for the petitioner, and subject to the petitioner depositing the decretal amount before the Ld. District Commission within a period of four weeks from today, the impugned order dated 14.02.2025, as well as the execution proceedings *qua* the petitioner (to the extent that Non-Bailable Warrants (NBWs) have been issued against the Managing Director of the petitioner herein), shall remain stayed.

13. List on 15.12.2025.

SACHIN DATTA, J

SEPTEMBER 3, 2025/uk