

STATE CONSUMER DISPUTES REDRESSAL COMMISSION, PUNJAB, CHANDIGARH

Present: Ms. Simarjot Kaur, Presiding Member and Mr. Vishav Kant Garg, Member.

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED & ORS. - Appellant(s)

Versus

R.P. ENTERPRISES & ANR. - Respondent(s)

First Appeal No. 262 of 2023.

Consumer Protection Act, 2019 — Section 41 — Insurance claim settlement — Discharge voucher executed voluntarily — Subsequent claim for enhanced amount — Burden of proof.

Complainant's fire insurance claim assessed by surveyor at Rs.4,95,193/- after justified deductions — Complainant voluntarily signed consent letter and discharge voucher accepting settlement — Amount transferred to complainant's account — Complainant thereafter filed complaint claiming enhanced amount — **HELD:** Once discharge voucher executed, consumer can claim deficiency in service only if he proves discharge voucher obtained by threat, mis-representation or undue influence — Once payment received without protest, complainant cannot re-agitate matter and re-open claim — Consent document clearly showed complainant was given opportunity to accept or reject settlement and he voluntarily accepted in exercise of his own free will — No evidence that settlement reached under coercion — Surveyor's assessment justified as complainant failed to produce proper records — No justification given how complainant entitled for more amount — Appeal allowed, District Commission order set aside, complaint dismissed. Following *United India Insurance v. Ajmer Singh Cotton & General Mills* II(1999) CPJ 10 (SC) and *M/s Garg Acrylics Ltd. v. M/s United India Insurance Co. Ltd.* (National Commission, 16.12.2014). [Paras 15-19]

Cases Referred to:

1. II(1999) CPJ 10 (SC), *United India Insurance v. Ajmer Singh Cotton & General Mills*, discharge voucher execution does not deprive consumer of claiming deficiency but requires proof of threat/mis-representation/undue influence. [Para 17]
2. Consumer Case No. 36 of 2014, *M/s Garg Acrylics Ltd. v. M/s United India Insurance Co. Ltd.* (16.12.2014), payment received without protest bars re-agitation of claim. [Para 17]

For Appellants: Sh. P.H.S. Pannu, Advocate

For Respondent No.1: Sh. Yaseen Sethi, Advocate (Through VC)

Vishav Kant Garg, Member – (09.03.2026) –

Result: Appeal allowed. District Commission order dated 24.02.2023 set aside. Complaint dismissed.

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