IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. ____________ OF 2026
(@ D. NO. 12620/2026)

M/S ALPHA RADIOS Appellant(s)

VERSUS

NATIONAL INSURANCE COMPANY LIMITED Respondent(s)

O R D E R

1. Delay condoned.

2. The present Appeal calls in question the correctness of the final order dated 23.12.2025 passed by the National Consumer Disputes Redressal Commission [for short "NCDRC"] in Complaint Case No. 803 of 2018. By the said order, the NCDRC partly allowed the complaint and directed the respondent to pay the appellant a sum of Rs.1,05,03,268/- along with interest @ 6 per cent. Aggrieved the appellant is in appeal.

3. At the outset, we must point out that we have by a detailed order of 13.07.2026 disposed of the appeal of ***M/s Nikon Systems Private Limited***

vs. ***National Insurance Company Limited*** *(Civil Appeal No.8818 of 2026)***.** Except for the differences pointed out hereinbelow, the premises in which the fire occurred as well the surveyors who were involved in the process are all common. The differences are in the date of the policy, the amount claimed, date of repudiation and assessment of loss.

4. In this appeal as well as in the appeal of Nikon (supra), the complainant was aggrieved by the amount awarded by the NCDRC. In Nikon (supra), there was also cross-appeal by the Insurance Company-Opposite party. In the present case, there is no cross appeal, but a grievance has been raised by the opposite party that none of its contents have been discussed. The order of this Court dated 13.07.2026 in Nikon (supra) ought to be read alongside this order.

5. The facts, insofar as this appeal is concerned, are that the appellant filed before the NCDRC a complaint seeking the following reliefs : -

> "In view of the foregoing facts and submissions, the Complainant most humbly prays that this Hon'ble Commission may be pleased to:-
> (a) allow the Claim and direct the Opposite Party to pay a sum of Rs. 3,95,69,987/- (Rupees Three Crore Ninety-Five Lakh Sixty Nine Thousand Nine Hundred and Eighty Seven Only) as compensation for deficiency of service being loss suffered by the Complainant due to fire;
>
> (b) direct the Opposite Party to pay Rs.33,82,419/- (Rupees Thirty Three Lakh Eighty Two Thousand Four Hundred and Nineteen Only) on account of the Loss suffered and rent paid for lease of the premises from 5.12.2014 to 31.8.2015 @ Rs.1,40,000/- per month;

(c) direct the Opposite Party to pay Rs.4,40,177/- (Rupees Four Lakh Forty Thousand One Hundred and Seventy Seven Only) on account of the Loss suffered and salaries paid by the Complainant to three security guards (8 hours each) from the date of fire i.e. 5.12.2014 to the date of lifting of damage material/debris/burnt malba residue i.e. 15.1.2017 @ Rs. 11,000/- per month

(d) direct the Opposite Party to pay to the Complainant a sum of Rs.25,645/- (Rupees Twenty Five Thousand Six Hundred and Forty Five) on account of expenses incurred for disposal of damage material/debris/burnt malba residue;

(e) direct the Opposite Party to pay to the Complainant Rs.25,00,000/- (Rupees Twenty Five Lakh Only) towards harassment and mental agony suffered by the Complainant and its Partners;

(f) direct the Opposite Party to pay to the Complainant Rs. 10,00,000/- (Rupees Ten lakhs only) towards the expenses incurred for hiring various professionals, consultants, Advocates etc.

(g) direct the Opposite Party to pay to the Complainant interest on claims (a) to (f) at the rate of 18% per annum from the date of the loss i.e. 5.12.2014 till the date of the payment.

(h) pass such other order or orders as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case."

6. The facts are that the Complainant took a Standard Fire and Special Peril Insurance Policy bearing No. 350200/11/13/3300000518 from 13.03.2014 to 12.03.2015 to cover the risk of the goods belonging to the Complainant and lying at Rangpuri godown. A fire broke out on 05.12.2014 between 3.00 PM and 3.15 PM where the goods/stocks of the Complainant Company and Nikon (supra) were kept. The Firefighting operations went on for a long period with 32 fire tenders being deployed.

7. Oral intimation was given to the Opposite Party and a written communication was sent on 06.12.2014. Like in the case of Nikon (supra), M/s S. Soni & Co., were appointed as Surveyors, who prepared a preliminary report on 08.12.2014. The Complainant alleges that the report has not been given to them in spite of requests. Similarly, like in Nikon (supra), M/s J.C. Gupta & Co. was appointed as Second Surveyor and thereafter, one C.A. Dilip Kumar Saha was appointed and together, M/s J.C. Gupta & Co. and C.A. Dilip Kumar were constituted as Joint Surveyors.

8. Inspection was carried on and lot of back and forth happened between the Complainant and the Surveyors. In the present case also, J. Basheer was appointed as Investigator as in Nikon (supra).

9. We are not delving into the correspondence in detail, considering the nature of the order we propose to make in this case also. The Joint Surveyors prepared their report dated 31.01.2017. The Joint Surveyors, in their report of 31.01.2017, assessed the loss at Rs.1,05,03,268/- and recommended indemnification of the said loss. However, they observed that the underwriter was to take the final decision. It also transpires that the adjusted loss of Rs. 1,05,03,268/- was revised by the Surveyors by a mail of 18.03.2017 to Rs. 91,84,382/-. There is a slight difference in this aspect

with the case of Nikon(supra). In Nikon (supra), after arriving at the adjusted loss of Rs. 1,05,03,268/-, a recommendation was made not to indemnify. Be that as it may.

10. The appellant filed a claim for Rs.4,69,18,228/- before the Opposite Party though in the final prayer a claim of Rs.3,95,69,987/- along with certain claims under other heads was made.

11. Based on the above facts, several deficiencies were alleged on the part of the Opposite Party in view of the total repudiation. Many of them have been tabulated in the order in Nikon (supra) and which are also mostly common in the case of the present appellant.

12. A detailed reply was filed by the Opposite Party stating that the whole claim was repudiated by them by their own letter of 04.05.2018 for the reasons set out in the letter. The reply also discussed the report of the Joint Surveyor dated 31.01.2017 and the final analysis made by them. It also sets out that the quantity claimed were based on opening balance/stocks as on 01.04.2017 which itself was not based on any verifiable record. The total Delhi stock, according to the Surveyor, was not verifiable in the absence of any supporting/basic records. The reply set out that all necessary details were not furnished and the principle of uberrima fide was breached by the Complainant. Deficiency in service was denied and it was

sought that the complaint be dismissed.

13. The NCDRC has by a summary order disposed of the original complaint. The operative part of the order is extracted hereinbelow: -

> "5. Heard learned counsels for both the parties in detail and carefully perused the records. The terms of contract entered into between the parties, the date of fire incident on 05.12.2014 and the belated claim that was the Appellant filed on 12.04.2016 are undisputed. While OP alleged fraud against the Appellant, the loss that occasioned on 05.12.2014 is not in dispute. The matter was immediately reported by the Appellant and OP appointed the surveyor. While the Appellant's claim for loss was Rs.3,95,69,987, the total insured cover was Rs.4,00,00,000 and the net assessed loss determined by the surveyor was Rs. 1,05,03,268/-. Considering the very nature of the insurance contract providing for insurance cover for stocks at multiple locations and the commercial activity involved, there were delays in communications and lapses in providing records and details. In our considered view, however, these delays/lapses do not reflect indulging in fraudulent actions by the Appellant.
>
> 6. After careful consideration of the entire facts and circumstances of the case, including the submissions made by the learned counsels for the both the parties, we consider it appropriate to partly allow the complaint directing the Respondent to pay the Appellant Rs. 1,05,03,268/-, as determined by the surveyor vide Final Joint Survey Report dated 31.01.2017, along with interest @ 6% per annum from the date commencing from six months after the date of filing the claim till the date of final payment. This payment shall be made within three months from today. In the event of delay, the interest payable for the delayed period shall be @ 9% per annum."

14. We have heard Mr. Gagan Gupta, learned senior counsel and Ms. Minakshi Midha, learned counsel for the Opposite Party. Mr. Gagan Gupta, learned senior counsel contended that the order of the NCDRC is a non-speaking order and without adducing any reasons as to how the NCDC

reached the conclusion of the quantum of compensation at Rs.1,05,03,268/- when the total loss claimed was Rs.3,95,69,987/-.

15. Attention of the learned senior counsel was drawn to para 2 of the impugned order which contains the following statement: -

> "2. The learned counsel…… He further states that, at this stage, the Complainant would be satisfied if the claim is settled by the OP as determined by the surveyor."

16. Learned senior counsel, in response, submitted that their claim was based upon the report of the first Surveyor Ms. Soni & Co. It is not clear from the record what was the amount determined by M/s Soni & Co.

17. However, be that as it may, the impugned order also carries no reasons whatsoever. Learned counsel for the Insurance Company also stated that they will have no objection if the matter is remanded since none of their contentions about total repudiation of the policy has been discussed.

18. We have considered the submissions of the learned counsels and perused the records. We find that the impugned order is totally bereft of reasons. [See ***Kranti Associates Private Limited and Another*** vs. ***Masood Ahmed Khan and Others***[1]] The proceeding was an original proceeding before the NCDRC. On multiple factual issues, parties were at loggerheads. No doubt, the proceedings were before the NCDRC and not before the Civil

1(2010) 9 SCC 496

Court. However, there ought to be an analysis *al beit* briefly of the contentions and recording of findings. It is also not clear how the NCDRC assumed that the counsel was conceding to receive the without prejudice amount arrived at by the joint Surveyors. Para 2 which we have extracted above, does not establish the fact that it was the without prejudice amount of Rs. 1,087,25,027/- that the counsel was alluding to.

19. In a classic passage that repays study, this Court in ***Union of India*** vs. ***Mohal Lal Capoor and Others***[2] explained the concept of Reasons thus:

> "28. …. Reasons are the links between the materials on which certain conclusions are based and the actual conclusions. They disclose how the mind is applied to the subject matter for a decision whether it is purely administrative or quasi-judicial. They should reveal a rational nexus between the facts considered and the conclusions reached. Only in this way can opinions or decisions recorded be shown to be manifestly just and reasonable….."

20. The manner of disposal of the original complaint has been totally unsatisfactory. As the pleadings and contentions of parties which have been set out hereinabove establish, while the complainant sought for award of Rs. 4,95,69,987/-, the Opposite Party was praying for total repudiation.

21. For the reasons stated above, we allow this appeal, set aside the impugned order and remand the matter back to the NCDRC for a fresh

2 (1973) 2 SCC 836 at 854

adjudication in accordance with law, uninfluenced by any of the observations made herein. The appeal is allowed. The impugned order dated 23.12.2025 in Consumer Complaint No. 803 of 2018 is restored to the file of the NCDRC for de novo adjudication in accordance with law. No order as to costs.

……………………………………., J.
[K. V. VISWANATHAN]

..…………...……………………., J.
[ARUN PALLI]

New Delhi;
July 16, 2026.

ITEM NO.29 COURT NO.14 SECTION XVII-A

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

CIVIL APPEAL Diary No(s). 12620/2026

[Arising out of impugned final judgment and order dated 23-12-2025 in CC No. 803/2018 passed by the National Consumers Disputes Redressal Commission, New Delhi]

M/S ALPHA RADIOS Petitioner(s)

VERSUS

NATIONAL INSURANCE COMPANY LIMITED Respondent(s)

(IA No. 175152/2026 - CONDONATION OF DELAY IN FILING
IA No. 175153/2026 - CONDONATION OF DELAY IN REFILING / CURING THE DEFECTS)

Date : 16-07-2026 This matter was called on for hearing today.

CORAM :
HON'BLE MR. JUSTICE K.V. VISWANATHAN
HON'BLE MR. JUSTICE ARUN PALLI

For Petitioner(s) :
Mr. Gagan Gupta, Sr. Adv.
Mr. Padmesh Mishra, AOR
Mr. Varun Maheshwari, Adv.

For Respondent(s) :
Ms. Meenakshi Midha,Adv.
Ms. Vartika Gautam,Adv.
Mr. C.S.A.Ashri,AOR

UPON hearing the counsel the Court made the following
O R D E R

1. Delay condoned.

2. The appeal is allowed in terms of the signed order.

3. Pending application, if any, shall also stand disposed of.

(ANITA MALHOTRA) (MANOJ KUMAR)
DEPUTY REGISTRAR COURT MASTER
(Signed order is placed on the file.)