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

Reserved on: 01.10.2026
Date of Decision: 30.10.2026
Date of Uploading: 30.10.2026

\# **CNR No. DLHC010998232025**

\+ CM(M) 2405/2025, CM APPL. 78295/2025, CM APPL. 3291/2026

ECONOMIC TRANSPORT ORGANISATION .....Petitioner

Through: Mr. Sujeet Kumar Mishra and Mr. Harsh Kumar Pandey, Advs.

versus

M/S NEW INDIA ASSURANCE CO LTD & ANR. .....Respondents

Through: Mr. J.P.N. Shahi and Mr. Chandan Kumar, Advs.

CORAM:
HON'BLE MR. JUSTICE AJAY DIGPAUL

J U D G M E N T

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1. Through the present petition, the petitioner seeks to challenge the orders dated 11.05.2018 and 26.09.2025 passed by the learned National Consumer Disputes Redressal Commission[1] in Execution Application No. 3/2014, arising out of OP No. 392/2000. By the order dated 11.05.2018, the learned National Commission dismissed the petitioner's application under Section 47 of the Code of Civil Procedure, 1908[2], on the ground that the dissolution deed of the judgment debtor partnership firm had not been furnished. By the order

[1] Hereinafter 'learned National Commission'
[2] Hereinafter 'CPC'

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dated 26.09.2025, the learned National Commission dismissed IA No. 11491/2025, whereby the petitioner had sought determination of the individual liability of the partners/directors and had further sought that the auction of the attached property situated at Transport Nagar, Haridwar, not be proceeded with.

2. The dispute emanates from a consignment of medicines entrusted to the petitioner/JD for transportation from Nasik to Guwahati in September, 1999. The consignment, comprising 554 cartons and valued at Rs.43,32,078/-, was loaded on 28.09.1999 but did not reach its destination. A criminal complaint was lodged by the petitioner on 26.10.1999, following which the respondent no.1/insurer settled the loss suffered by respondent no.2/consignor for Rs.43,32,078/-. A subrogation letter was thereafter issued by respondent no.2 on 02.11.2000 and respondent no.1 instituted OP No.392/2000 against the petitioner before the learned National Commission for recovery of Rs.44,00,778/-, along with interest. The complaint was initially dismissed on 01.04.2002 by the learned National Commission.

3. The dismissal of the complaint was carried in appeal before the Supreme Court. In the meantime, the Constitution Bench of the Supreme Court, on 17.02.2010, decided the question concerning the maintainability of a complaint by an insurer as a subrogee. The Hon'ble Supreme Court reversed the judgment of *Oberai Forwarding* on the question of subrogation, pursuant to which the Hon'ble Supreme Court, on 23.03.2010, set aside the earlier order of the learned National Commission and remanded the matter for consideration in light of the Constitution Bench judgment.

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4. Upon remand, the learned National Commission allowed the complaint *vide* judgment dated 02.11.2012, as subsequently modified on 30.11.2012, directing payment of Rs.44,00,778/- with interest at 9% per annum and costs of Rs.50,000/-The appeal preferred against the said judgment was dismissed by the Supreme Court on 15.04.2013.

5. Respondent No. 1/ DH thereafter instituted Execution Application No. 3/2014 seeking execution of the aforesaid judgment and recovery of Rs.44,00,778/- together with interest at 9% per annum from 02.11.2000 and costs of Rs.50,000/- The petitioner filed objections to the execution on 24.11.2014, contending *inter alia*, that the partnership firm against which the decree had been passed had been dissolved and that the present company could not be made liable for the decree merely because it carried the same name.

6. On 30.01.2018, the petitioner further filed an application under Section 47 CPC, specifically raising the objection that the judgment debtor firm had been dissolved during the pendency of the original proceedings and that the persons liable to satisfy the decree had consequently not been brought before the executing forum. The objection was dismissed by the learned National Commission *vide* order dated 11.05.2018.

7. On 30.08.2023, while considering the objections and the application filed by the petitioner, the learned National Commission noted the petitioner's contention that the decree was against the erstwhile partnership firm, whereas the petitioner was a private limited company; that the partnership firm had, according to the petitioner, stood dissolved in 2006, prior to the decree; and that of the 20 partners of the erstwhile firm, only two had joined the newly constituted

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private limited company. The learned National Commission granted respondent No. 1 four weeks to respond to the petitioner's objections concerning its liability and directed the parties to place the relevant documents, including the orders passed in the proceedings before the Supreme Court, on record.

8. Upon an application by respondent No. 2 seeking deletion from the array of parties, the learned National Commission, by order dated 10.01.2024, noted that the judgment was in favour of respondent No. 1 alone and that the direction for payment was against the petitioner. Respondent No. 2 was accordingly deleted from the execution proceedings.

9. On 20.03.2024, the learned National Commission directed the petitioner/JD to file, on affidavit, the date of registration of the company along with its Registration Certificate and the particulars of its Directors/CEO, the date of dissolution of the erstwhile partnership firm, the complete list and contact details of its partners, and the particulars of the erstwhile partners who were subsequently Directors of the petitioner. Respondent No. 1/DH was, in turn, directed to state the manner and mode in which, and against whom, it proposed to execute the decree in the prevailing circumstances, along with the requisite details and compilation.

10. On 10.07.2024, the learned National Commission noted that the petitioner in his affidavit had stated that there were 17 partners at the time of dissolution, whereas the affidavit filed by it contained particulars of only 10 partners. The learned National Commission consequently directed the petitioner to file a fresh affidavit containing complete particulars of all 17 partners. It further recorded that only one of those partners, namely Sudarshan Kumar Arya, was stated to be

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a director in the present company, and issued a show-cause notice to him concerning non-compliance with the orders of the Commission, including satisfaction of the decree. At the same time, the question of the liability of the present judgment debtor was expressly kept open for consideration on merits.

11. The petitioner's application under Section 47 CPC was, however, dismissed by the learned National Commission on 11.05.2018 on the ground that no dissolution deed had been produced, the names and addresses of the partners had not been disclosed, and no affidavit of any partner confirming dissolution had been filed. Subsequently, by order dated 26.09.2025, the learned National Commission dismissed IA No. 11491/2025, by which the petitioner had sought determination of the individual liability of the partners/directors and a restraint against proceeding with the auction of the attached property. The learned National Commission held that there was no earlier direction to apportion the decretal liability amongst the partners and that the decree against the firm was liable to be satisfied jointly and severally by its partners, with no requirement for the executing court to determine individual liability by way of apportionment.

12. Learned counsel for the petitioner submitted that the principal issue in the present petition arose from the distinction between the erstwhile partnership firm against which the decree was passed and the petitioner company. The partnership firm had, according to the petitioner, been dissolved in 2006, whereas the petitioner was a subsequently constituted company. The learned National Commission had itself taken note of this distinction in its order dated 30.08.2023, recording the petitioner's contention that the erstwhile firm had 20

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partners, of whom only two had joined the newly constituted company. Learned counsel submitted that the question, therefore, was not merely one of execution of the decree, but of identifying the person or entity against whom the decree could legally be executed.

13. He has further submitted that the learned National Commission thereafter itself undertook an exercise to ascertain the persons against whom the decree could be executed. By order dated 20.03.2024, it directed the petitioner to furnish particulars of the company, the dissolution of the erstwhile firm, its partners and the partners who had subsequently become Directors of the petitioner, while directing respondent No.1 to disclose the manner in which, and against whom, it proposed to execute the decree. On 10.07.2024, the learned National Commission noted that there were 17 partners at the time of dissolution, whereas particulars of only 10 had been furnished, and directed complete particulars of all 17 partners to be placed on record. It was further recorded that only one of the erstwhile partners was a Director of the petitioner. The issue of the petitioner's liability was expressly kept open for determination on merits.

14. He has submitted that the above exercise was necessary to determine whether, and to what extent, the petitioner or any individual could be proceeded against in execution of a decree passed against the erstwhile partnership firm. The liability of the partners of the erstwhile firm could not, according to the petitioner, be treated as a basis for proceeding indiscriminately against a subsequently constituted company or persons who had not been shown to be partners of the firm. The identity of the persons liable and the extent of their liability therefore required adjudication before the decree could be enforced against them.

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15. Lastly, he has submitted that the impugned order dated 26.09.2025, however, departed from this course. While the earlier orders had required the status of the erstwhile firm, its partners, the petitioner company and the persons against whom execution could proceed to be ascertained, the learned National Commission held that there was no requirement to apportion the liability amongst the partners and dismissed the petitioner's application seeking determination of individual liability and restraint against the proposed auction of the attached property. Learned counsel submitted that this permitted the execution to proceed without determining the liability of the persons against whom the decree was sought to be enforced, despite the issue having been expressly kept open by the order dated 10.07.2024. The petitioner's objection was, therefore, not merely to the mode of execution, but to execution proceeding without first determining the legal liability of the petitioner and the persons sought to be proceeded against.

16. *Per contra,* learned counsel for the respondent has submitted that the petitioner's challenge to the order dated 11.05.2018 is not maintainable as the same is an order within the meaning of section 27 of Consumer Protection Act, 1986, and is thus, appealable before the Hon'ble Supreme Court under section 27A.

17. He has also submitted that the petitioner's case has proceeded on a misconception of the scope of execution. The decree merely named the party against whom the direction for payment was made; it did not record that the decretal amount was to be apportioned individually amongst the partners, nor did it prescribe any separate shares. An executing court could not go behind the decree and could not, on its own motion, introduce an apportionment of liability which

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the decree itself did not contain. The execution proceedings were confined to enforcing the decree as it stood and did not permit the learned National Commission to recast the liability declared by the decree.

18. He submitted that the directions issued by the learned National Commission in the subsequent execution proceedings for furnishing particulars of the erstwhile partners did not enlarge the decree or create an obligation to determine their inter se liability. The exercise was undertaken only for the purpose of enforcing the decree. The petitioner's contention that the learned National Commission was required to first determine the proportionate liability of individual partners, therefore, amounted to seeking a determination which was neither contained in the decree nor permissible at the stage of execution.

19. Lastly, submitted that the impugned order dated 26.09.2025 had accordingly correctly held that there was no requirement for the executing court to apportion the decretal liability amongst the partners. The decree had attained finality and the remedies against it had already been exhausted. The petitioner could not, under the guise of objections to execution, seek to reopen the liability determined by the decree or require the executing court to undertake an exercise which would effectively modify its terms. The present petition was, therefore, liable to be dismissed.

20. Heard. Perused the records.

21. In the opinion of this Court, two considerations arise for determination in the present petition: (i) whether the learned National Commission, after the decree having attained finality, and while executing such decree, could have apportioned the liability amongst

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the erstwhile partners and (ii) whether the learned National Commission erred in holding that there was no requirement to apportion such liability

22. Before proceeding further, it is necessary to delineate the scope of jurisdiction of this Court under Article 227 of the Constitution. This Court, while exercising supervisory jurisdiction, does not sit as an appellate court over the orders passed by the learned National Commission. The appreciation of facts and material by the learned National Commission cannot be re-examined merely because another view may be possible. The jurisdiction is confined to examining whether the learned National Commission acted within the bounds of its jurisdiction and whether there was any patent failure to exercise jurisdiction vested in it.

23. It is apposite to mention that as recorded in the order dated 30.08.2023, it was the petitioner's own case that the partnership firm had stood dissolved in 2006, whereas the judgment and decree came to be passed on 02.11.2012. The petitioner, therefore during the period of 2006-2012 was aware of the alleged dissolution and had the opportunity to raise any objections regarding apportionment of liability before the learned National Commission and the Hon'ble Supreme Court. Once the decree came to be passed thereafter and has attained finality, the petitioner cannot, at the stage of execution, seek to reopen the decree or require the executing court to examine a question which would have the effect of going behind the decree, especially when he had the opportunity to raise the same objection at the relevant time and before the appropriate fora.

24. The petitioner was first directed, on 02.02.2018, to produce the dissolution deed, the details of all the partners with their addresses and

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affidavits confirming the dissolution. These directions were not complied with, resulting in the order dated 11.05.2018. Thereafter, the issue was again considered on 30.08.2023, followed by further directions on 10.01.2024, 20.03.2024 and 10.07.2024. On 20.03.2024, the petitioner was specifically directed to furnish, inter alia, the date of dissolution, complete particulars of the erstwhile partners and the particulars of those partners who subsequently became Directors of the petitioner. On 10.07.2024, when the petitioner stated that there were 17 partners at the time of dissolution, the affidavit furnished particulars of only 10, leading to a further direction to furnish complete particulars. The issue of liability was expressly kept open for consideration on merits. Thus, over a period of several years, the petitioner was afforded repeated opportunities to substantiate the very case which it now seeks to rely upon. A party raising an objection must also place before the Court the material necessary to establish it. Having failed to comply with repeated directions for production of the relevant documents and particulars, the petitioner could not thereafter complain that its contention was not adjudicated in the manner it desired.

25. The impugned order dated 11.05.2018, issuing bailable warrants against the directors of the petitioner firm, was passed in view of the repeated non-compliance to execute the decree dated 02.11.2012 and the failure to place the Dissolution Deed and affidavits of the partners on record, despite directions issued by the learned National Commission. The impugned order records that such continued non-compliance indicated an intention to evade execution of the decree. In this context, Section 27(1) and (2) of the Consumer Protection Act,

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1986, provides for penal consequences for failure to comply with orders passed by the learned National Commission.

26. The Hon'ble Supreme Court in ***Saranga Anilkumar Aggarwal v Bhavesh Dhirajlal Sheth and Ors.***[3] has noted that the penalties leviable under section 27 of the Consumer Protection Act, 1986 are remedial in nature and the intent behind them is to ensure that the service providers fulfil their obligations towards the consumers, and comply with all the orders passed by the respective consumer fora. Similarly, the Hon'ble Supreme Court in ***Palm Groves Cooperative Housing Society v M/s Magar Girme & Gaikwad Associates***[4] has noted that the legislative scheme of sections 71-73 of the Consumer Protection Act, 2019, wherein sections 72 and 73 are *pari materia* to section 27 and 27A of the Consumer Protection Act of 1986, is to ensure compliance with every order passed by the respective consumer fora.

27. In the present case, the bailable warrants issued *vide* order dated 11.05.2018, are intended to ensure compliance with the respective directions and fall within the gamut of section 27 of the Consumer Protection Act, 1986, thereby making them appealable before the Hon'ble Supreme Court under section 27A. Thus, a challenge to the order dated 11.05.2018 is not maintainable before this Court.

28. During the course of arguments, learned counsel for the respondents also drew the attention of this Court to the order dated 12.01.2026 passed by the learned National Commission, recording that the property situated at Plot No. 20, otherwise CAT-02 (Godowns), Transport Nagar, SDA Scheme, Sarai Road, Village

[3] **2025 4 SCC 629**
[4] **2025 SCC OnLine SC 1790**

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Jwalapur, Pargana, Tehsil and District Haridwar, admeasuring approximately 461.5 sq. mtrs., had been auctioned for Rs.1,31,00,000/- and the Collector of District Haridwar was directed to remit the auctioned amount to the respondent/DH. Learned counsel submitted that the decree was for Rs.44,00,778/- with interest at 9% per annum from 02.11.2000 and costs of Rs.50,000/-, and that the decretal amount had consequently been recovered and nothing further survived. This Court does not deem it appropriate to express any opinion on the said contention, particularly when the execution proceedings are stated by the petitioner to be still pending before the learned National Commission.

29. Accordingly, this Court is of the opinion that there is no infirmity in the impugned orders. Present petition, along with pending applications if any are dismissed.

30. The judgment be uploaded on the website forthwith.

AJAY DIGPAUL, J.

OCTOBER 30, 2026/*AS/sg*

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