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Is the statutory pre-litigation mediation contemplated under Section 12A of the Commercial Courts Act, 2015, as amended by the Amendment Act of 2018, mandatory for suits that do not contemplate any urgent interim relief?

**M/S. PATIL
AUTOMATION PVT.
LTD. AND ORS. VS.
RAKHEJA ENGINEERS
PVT. LTD.**
**[2022 SCC ONLINE SC
1028]**

**SECTION 12A OF THE
COMMERCIAL COURTS
ACT, 2015 (AS
AMENDED IN 2018)**

**ORDER VII RULE 11 OF
THE CODE OF CIVIL
PROCEDURE, 1908
(CPC)**

**SECTION 30(4) OF THE
ARBITRATION AND
CONCILIATION ACT,
1996**

CONTEXT: These appeals arose from different orders of lower courts where the defendants had filed applications under Order VII Rule 11 of the Code of Civil Procedure, 1908 (CPC), seeking rejection of the plaints in commercial suits because the plaintiff had not complied with the statutory pre-litigation mediation requirement under Section 12A of the Commercial Courts Act, 2015 (the Act), as amended in 2018. The lower courts had rejected these applications, holding that the pre-litigation mediation was not mandatory.

① The Supreme Court held that Section 12A of the Commercial Courts Act, 2015 is mandatory for suits that do not contemplate any urgent interim relief.

② Consequently, any suit instituted in violation of the mandate of Section 12A is liable to have its plaint rejected under Order VII Rule 11 of the CPC.

③ This power can be exercised by the Court even suo motu. The impugned orders of the lower courts were set aside, and the applications under Order VII Rule 11 were allowed, leading to the rejection of the plaints, subject to the prospective effect declared by the Supreme Court.

PARUL AGARWAL VS.
L.I.C. AND ORS.
[MANU/UP/1652/
2023]

**SECTIONS 106, 115 OF
THE INDIAN EVIDENCE
ACT, 1872**

**SECTION 37 OF THE
INDIAN CONTRACT
ACT, 1872**

Whether the rejection of the insurance claims by the Life Insurance Corporation (LIC) was justified due to the non-disclosure of a previous insurance policy?

CONTEXT: Smt. Parul Agarwal, the widow of the deceased Vishal Agarwal, filed a writ petition challenging the order of the Insurance Ombudsman that had dismissed her complaint against the rejection of her insurance claims by the Life Insurance Corporation (LIC). Her husband held three insurance policies. Upon his death, the claim for one policy was allowed, but the claims for two other policies (Nos. 256487214 and 256487400) were rejected by the LIC on the ground that he did not disclose a previous policy (No. 224492798) in the proposal forms for the two disputed policies. The Insurance Ombudsman upheld the LIC's rejection. The petitioner argued that no fraud or misrepresentation was made and that the proposal forms were filled by the LIC's agents. The LIC contended that the non-disclosure violated the principle of utmost good faith in insurance contracts and prevented them from conducting necessary checks.

1 The writ petition was dismissed. The Court upheld the orders of the Life Insurance Corporation and the Insurance Ombudsman.

2 The rationale was that the insured, Vishal Agarwal, had the special knowledge of the existence of the previous policy (No. 224492798) but did not disclose it in either of the proposal forms for the disputed policies.

3 The Court invoked the principles of adverse inference under Section 114(g) and estoppel under Section 115 of the Indian Evidence Act, 1872, holding that the petitioner, as the representative of the deceased, could not benefit from this non-disclosure.

4 The Court held that the principle of utmost good faith (uberrimae fidei) in insurance contracts, places a solemn obligation on the insured to make a true and full disclosure of all information within their knowledge.

Whether the High Court was justified in appointing an arbitrator under Section 11(6) of the Arbitration and Conciliation Act 1996, despite Section 86(1)(f) of the Electricity Act 2003 vesting jurisdiction with the State Electricity Commission to adjudicate such disputes?

CONTEXT: The dispute originated from the termination of a Power Purchase Agreement (PPA) dated May 20, 1999, between the Madhya Pradesh Electricity Board (subsequently the appellant) and Narmada Equipments Pvt Ltd (the respondent). Following the termination, the respondent initially filed a writ petition, which the High Court declined to entertain due to the arbitration agreement in Clause 12.3 of the PPA. After attempting mutual discussion, the respondent invoked arbitration in 2011 and subsequently filed an application under Section 11(6) of the Arbitration and Conciliation Act 1996 for the appointment of an arbitrator. The High Court initially noted the parties' agreement to nominate arbitrators, but after the nominated arbitrators could not proceed due to unpaid fees, the respondent filed another application under Section 11(6) in 2015. This application was allowed by the High Court, which held that remedies under Section 86(1)(f) of the Electricity Act 2003 and Section 11(6) of the 1996 Act are independent. The appellant challenged this order before the Supreme Court.

① The Supreme Court allowed the appeal and set aside the judgment and order of the High Court.

② The Court held that Section 86(1)(f) of the 2003 Act is a special provision that overrides the general provision in Section 11 of the 1996 Act for the arbitration of disputes between licensees and generating companies.

③ Therefore, the High Court's appointment of an arbitrator under Section 11(6) was unsustainable.

④ The Court clarified that this decision would not prevent the respondent from pursuing other available legal remedies.

CHIEF GENERAL
MANAGER (IPC) M P
POWER TRADING CO
LTD & ANR VS.
NARMADA
EQUIPMENTS PVT LTD
[CIVIL APPEAL NO
1051 OF 2021 (ARISING
OUT OF SLP(C) NO
5750 OF 2017)]

**SECTION 11(6) OF THE
ARBITRATION AND
CONCILIATION ACT,
1996**

**SECTION 174 OF THE
ELECTRICITY ACT,
2003**

Kerala High Court upheld divorce, citing mental cruelty due to husband's superstitious beliefs

X Vs. X
[2025:KER:25098]

CONTEXT: This was a matrimonial appeal filed by the husband challenging the judgment and decree of the Family Court, Muvattupuzha, which had granted a decree of divorce to the wife under Section 13(1)(ia) of the Hindu Marriage Act, 1955. The wife had filed the original petition for divorce, alleging that the husband's superstitious beliefs, disinterest in having sexual relationship and children, frequent pilgrimages leaving her alone, preventing her from pursuing her PG course, compelling her to live based on superstitious beliefs, misappropriating her stipend, and subjecting her to mental harassment by abstaining from conjugal rights, collectively amounted to cruelty. She had previously filed for divorce in 2019, which she had withdrawn based on the husband's apology and promise to change; however, he had reverted to his prior conduct. The husband denied all these allegations.

The appeal was dismissed. The High Court upheld the Family Court's decree of divorce, finding no reason to interfere with its well-reasoned judgment.

It held that the husband's conduct—including compelling the wife to follow his superstitious beliefs, denying conjugal rights, and neglecting marital duties—amounted to mental cruelty.

Relying on precedents, the Court concluded that the marriage had irretrievably broken down, with the loss of mutual love, trust, and care.

**SECTION 13(1)(ia) OF
THE HINDU MARRIAGE
ACT, 1955**