REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 2955 OF 2022

UNITED INDIA INSURANCE CO. LTD. ...APPELLANT

VERSUS

LEVIS STRAUSS (INDIA) PVT. LTD. …RESPONDENT

JUDGMENT

S. RAVINDRA BHAT, J.

1. This appeal questions an order of the National Consumer Disputes Redressal Commission,[1] (hereinafter, "NCDRC") which allowed the insurance claim of Levi Strauss (India) Pvt. Ltd. (hereinafter, "Levi / insured / respondent"). Prior to this order, United India Insurance Co. Ltd. (hereinafter, "insurer / appellant") had repudiated the policy issued to Levi.

Facts

2. The insurer issued to Levi a Standard Fire & Special Perils Policy (hereinafter, "SFSP Policy"), for the period of 01.01.2007 to 31.12.2007. This policy covered Levi's stocks while in storage for the sum of ₹ 30 crores. Levi obtained another SFSP Policy for the period of 01.01.2008 to 31.12.2008 on similar terms. Meanwhile, the parent company of Levi (i.e., Levi Strauss & Co.) had obtained a global policy from Allianz Global Corporate & Specialty (hereinafter, "Allianz") for the period of 01.05.2008 to 30.04.2009, covering

[1] C.C. No. 213/2011, dated 01.08.2019.

stocks of all its subsidiaries, including Levi. The coverage through this stock throughout policy (hereinafter, "STP Policy" or "foreign policy") was for $10 million in any one vessel or conveyance, and $50 million in any one location. The parent company also got another "all risks" policy (hereinafter, "AR Policy") issued by Allianz for the same period i.e., from 01.05.2008 to 01.05.2009 covering the stocks of its subsidiaries throughout the world being commercial lines policy. The limit of liability of the AR Policy was up to $ 100 million.

3. During subsistence of all these policies, on 13.07.2008, a fire broke out in one of the warehouses containing Levi's stocks. On 18.07.2008, Levi claimed ₹12.20 crores from the insurer. The claim form furnished to the insurer on that date valued extent of loss to be slightly higher at ₹ 12.5 crores. However, on the instructions of the global insurer of the parent company, the Surveyor & Loss Assessor Mr. K.P. Sen submitted a status report on 28.07.2008 provisionally assessing the loss at a higher figure of ₹14.30 crores. The insurer i.e., the appellant appointed its professional surveyor, Professional Surveyors and Loss Adjusters Pvt. Ltd., for an assessment. The surveyor submitted the final Survey Report dated 08.08.2009 assessing the net loss at ₹11.34 crores. The insurer's report recommended that it was not liable for the claim in view of Condition No. 4 in the SFSP Policy due to the policies issued by Allianz.

4. After considering the materials including Survey Report and the conditions of the policies, the insurer repudiated Levi's claim on 11.09.2009. The repudiation letter stated as follows:

> *"The affected stocks in the present claim, at the hands of the logistics provider would squarely fall within the scope of the aforesaid Marine cover, being*
> *in storage in the course of movement to retail locations.*
>
> *Condition No.4 of the Fire Policy issued by us reads as under: -*
>
> > *"4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or*

damage is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected."
The Fire Policy thus excludes liability for such loss payable under marine policy, had the Fire Policy not been effected.

In view of coverage under the Companies Insurance Policy being a marine cover, Condition No.4 of the Fire Policy is attracted and you have to recover the loss from the marine policy.

In fact Clause 47 of the marine policy stipulates that "where the Assured.... Are obligated by legislation or otherwise to arrange insurance locality, they shall continue to have the full benefits of these insurance in respect to difference in perils insured:...."

Therefore, Clause 47 rather than excluding liability in such cases of local Policy being available, agrees to pay where loss is not payable under such local policy. The aforesaid clause is thus intended to operate even in respect of property required to be insured locally, to the extent that the local policy may not apply. In this case since the Fire Policy excludes liability where there is a marine policy, it is a situation contemplated by Clause 47 and therefore marine policy cannot refuse to answer the claim.

Accordingly, the Companies Insurance Policy being applicable to the affected stocks and there is nothing to indicate that the extent of liability for insurer thereunder would be less than the loss suffered, we have no liability under the fire Policy issued by us.

We therefore regret our inability entertain the claim."

The Complaint and Proceedings before NCDRC

5. Levi approached NCDRC with its complaint under Sections 21 and 22 of the Consumer Protection Act, 1986 (hereinafter, "Act"). It alleged that in view of Section 25 of the General Insurance Business (Nationalization) Act, 1972 (hereinafter, "Nationalization Act") it was obligated to obtain a policy issued by a domestic insurer to cover various risks, and that as a consequence, the condition in Clause 47 of the STP Policy (which guaranteed coverage of the foreign policy in the event that the insured was obliged to seek domestic policy) was met.

6. It was further argued that the SFSP policy was to cover loss exclusive of $50 million inventory, which was the limit indicated in the STP Policy. Levi

alleged that claim repudiation on the ground that the risk was covered by the global insurance policies (the STP Policy included) was contrary to Clause 41 (on 'other insurance clauses') of the STP Policy. In fact, Levi also argued that Clause 41 provided that if any fire insurance was specifically available to it, the STP Policy would be void to the extent of such being available.

7. The insurer's defence was that the SFSP Policy did not cover any loss or damage to the property which at the time of the happening of such loss or damage was insured, and which, but for the existence of the SFSP Policy, was insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under such marine policy. The insurer argued the fire policy issued by it, therefore excluded liability in respect of property covered by marine policy. The further argument was that in Condition No. 4 of the SFSP Policy, coverage under the marine policy i.e., the STP policy, was excluded. It was submitted that Levi could (and did) recover loss from the STP Policy. In this regard it was argued that Clause 47 of the STP Policy would continue to cover the insured if the local laws or other conditions obligated the insured (i.e., Levi) to arrange insurance locally. In the present case, it was submitted that Levi was not obliged to secure a domestic policy.

The Impugned Order

8. The impugned order allowed Levi's complaint. The NCDRC did not finally decide whether the STP Policy was a marine policy. It held, on a consideration of Clause 47 of the STP Policy, that to the extent of the insured risk being covered by the domestic policy, coverage by the STP Policy stood excluded. The impugned order was based on the reasoning that there was difference in the perils insured and the conditions and / or limits of liability under the domestic policy and the STP Policy. Therefore, the loss of profit which Levi would have earned on sale of the damaged/destroyed cost was payable to it by Allianz, whereas the loss suffered by Levi to the extent of the cost of those goods

would be reimbursable under the domestic policy issued by the insurer. After noting that Levi had received $4.54 million (which, when converted into Indian currency, worked out to be ₹ 19.52 crores), the claim was allowed to the extent of ₹ 1.78 crores.

Contentions of the Parties

9. Mr. A.K. De, learned counsel appearing for the insurer argued that on a reading of the STP Policy issued by Allianz, fire risk in question was covered by virtue of the STP Policy being applicable whilst in transit and/or in store or elsewhere, including whilst at retail locations. It was argued that the impugned order erroneously interpreted Condition No. 4 of the SFSP Policy issued by it (i.e., insurer) and Clause 47 of the STP Policy (issued by Allianz) to hold that the loss caused to the goods was covered by the SFSP Policy, and loss of earnings of Levi was covered by the STP Policy. It was argued that there was no basis either in the pleadings or in the material on record to bear out this distinction.

10. It was pointed out that the NCDRC completely overlooked the fact that in the claim form dated 18.07.2008, Levi specifically alleged that it suffered a loss of ₹12.4 crores, and against this, received $4.54 million (equivalent to ₹ 19.52 crores) from Allianz. Clearly, on its own showing, Levi collected far more than the actual loss admitted by it. It was also argued that the NCDRC erred in not considering the facts of the case and in upholding Levi's argument that the STP Policy covered the loss sustained by virtue of loss of profit in addition to the cost of goods destroyed, and that the SFSP Policy covered only loss. It was argued that the loss suffered or included was a composite one which could not be bifurcated in the manner that NCDRC was persuaded to, at the behest of Levi.

11. Mr. Joy Basu, learned senior counsel for Levi argued that by virtue of Clause 47 of the STP issued by Allianz, the findings of the NCDRC were justly warranted. It was urged that the primary obligation by law to arrange insurance locally i.e., through a domestic insurer, reflected the statutory mandate which

arose in this case by virtue of Section 2(c)(b) of the Insurance Act, 1938 (hereinafter, "Act") and Section 25 of the Nationalization Act. It was also urged that *arguendo*, if it were to be held that there was no legal obligation, nevertheless, Clause 47 contemplated other obligations by use of the term *"or otherwise"*. In the present case, Levi was under a contractual obligation – in addition to its obligation under Section 25 – to cover its risk under a domestic policy. In such an event, by the virtue of Clause 47, the primary liability towards the insured risk lay with the domestic insurer, i.e., the appellant.

12. It is submitted that if such a domestic policy had not been availed, there would've been non-compliance of Clause 47 of the STP Policy which would have entitled Allianz to repudiate any claim if and when made by the parent company of Levi. It was further argued that Clause 47 of the STP Policy had to be read harmoniously with Condition No. 4 of the SFSP Policy. The coverage under both policies was envisioned to be mutually exclusive.

13. It was argued next that by virtue of Clause 47 of the STP Policy, the fire incident cast liability upon the appellant insurer, and did not result in repudiation of the SFSP Policy. It was submitted in this regard that the SFSP Policy contained specific exclusions. Clause 9 of the General Exclusion condition was relied upon to show that specific kinds of profit or earnings were excluded i.e., loss of profit / opportunity cost as being not payable under the domestic policy. Consequently, all in direct losses stood excluded. Such a specific condition did not rule out other kinds of loss of profits. It was urged that the primary aim or purpose of the SFSP Policy was to cover all manner of losses arising out of insurable incidents of different kinds. In this case that was fire; the only amount payable under the SFSP Policy was relatable to loss. Undoubtedly, the SFSP Policy expressly disassociated itself from loss other than manufacturing as a result of fire. That was covered by the STP Policy. Consequently, there was no overlap between the claims under the two policies.

14. It was argued that the insurer in its repudiation letter dated 11.09.2009 and 29.01.2010 specifically took a position with respect to liability, by holding that Clause 47 was not intended to operate in respect of the property. It was therefore argued that the insurer was liable to the extent of the local policy applicable. Learned Counsel relied upon the decision of *M/s. Galada Power and Telecommunication Ltd. v. United India Insurance Co. Ltd*[2] to submit that the insurer could not be allowed to travel beyond the grounds on which the claim was repudiated by it. Therefore, the appellant could not be allowed to resist the claim on the ground that it was payable under the AR Policy, even if it was not payable under the STP Policy issued by Allianz.

15. Learned senior counsel urged that it was only after attaining full clarity on the aspects of difference in conditions with regard to profit element and manufacturing cost, and affording the insurer an opportunity to dispute and question the same, did the NCDRC pass the impugned order, which assessed the loss. It was argued that first, the NCDRC took the figures in terms of report of the Domestic Surveyor appointed by it, who assessed gross cost of goods at ₹ 12.59 crores. A sum of ₹ 88.57 lakhs was deducted from that for seconds goods (after washing and drying); and cost of stock impacted by fire was assessed @ ₹ 11.70 crores. Salvage of ₹ 36 lakhs was assessed by the Domestic Surveyor. It was deducted, bringing the net loss to ₹ 11.34 crores. The NCDRC noted that Levi claimed ₹ 9.08 crore in its complaint.

16. To reconcile the figures, NCDRC noticed the affidavit of Kevin Heston Whelan and the Final Survey Report of the Foreign Surveyor, which found that the Foreign Surveyor assessed salvage at ₹ 2.6 crores, i.e., higher than that assessed by the Domestic Surveyor. If this salvage amount is deducted from the figure of ₹ 11.70 crores instead, then the figure of ₹ 9.1 crores was payable to Levi by the insurer (after deduction of policy excess of ₹ 10,000/-). It was urged

[2] (2016) 14 SCC 161.

that in the alternative, NCDRC also assessed insurer's liability on the basis of assessment by the Global Insurer's surveyor, which ultimately worked out to a total figure of ₹ 27 crores. After deducting the sum of ₹ 19.52 crores, the balance i.e., ₹ 7.48 crores was held payable by the insurer.

17. Counsel lastly urged that if the insurer's interpretation of the SFSP policy, as well as Clause 47 of the STP policy were to be accepted, the result would be anomalous inasmuch as the SFSP policy would in effect result in no coverage. In such case, the insurer would have collected the premia (which it undoubtedly did) without any liability at all.

The Provisions of Law

18. The first issue involved before the NCDRC was whether the STP Policy was a marine policy. The NCDRC considered the stipulations in the policy, having regard to Condition No. 4 in the SFSP Policy. However, it did not return any positive finding that the STP Policy was a marine policy. Since the parties have joined issues on this aspect, and made submissions, the issue has to be decided, particularly in the context of the Condition No. 4 of the SFSP Policy and provisions of law. It would therefore, be relevant to examine the provisions of the Marine Insurance Act, 1963 in addition to other provisions. Section 3 of the Act defines marine insurance. The expression "marine adventure" is defined by Section 2(d). Similarly, "maritime peril" referred to in "marine adventure" is defined in Section 2(e). Those definitions are extracted below:

> *" Section 2….*
> *(d) "marine adventure" includes any adventure where -*
> *(i) any insurable property is exposed to maritime perils;*
> *(ii) the earnings or acquisition of any freight, passage money, commission, profit or other pecuniary benefit, or the security for any advances, loans, or disbursements is endangered by the exposure or insurable property to maritime perils;*
> *(iii) any liability to a third party may be incurred by the owner of, or other persons interested in or responsible for, insurable property by reason of maritime perils;*
> *(e) "maritime perils" means the perils consequent on, or incidental to, the navigation of the sea, that is to say, perils of the seas, fire, war perils, pirates, rovers, thieves, captures, seizures, restraints and detainments of princes and*

people, jettisons, barratry and any other perils which are either of the like kind or may be designated by the policy.."

19. Section 4 clarifies that a contract of marine insurance may, by its express terms, or by usage of trade, be extended so as to protect the assured against losses on inland waters or on any land risk which may be incidental to any sea voyage. The provisions of Marine Insurance Act are therefore subject to the terms of the policy of insurance. Sections 3 and 4 read as follows:

> ***"3. Marine insurance defined***.—*A contract of marine insurance is an agreement whereby the insurer undertakes to indemnify the assured, in the manner and to the extent thereby agreed, against marine losses, that is to say, the losses incidental to marine adventure.*
>
> ***4. Mixed sea and land risks.***—
>
> *(1) A contract of marine insurance may, by its express terms, or by usage of trade, be extended so as to protect the assured against losses on inland waters or on any land risk which may be incidental to any sea voyage.*
>
> *(2) Where a ship in course of building or the launch of a ship, or any adventure analogous to a marine adventure, is covered by a policy in the form of a marine policy, the provisions of this Act, in so far as applicable, shall apply thereto, but except as by this section provided, nothing in this Act shall affect any rule of law applicable to any contract of insurance other than a contract of marine insurance as by this Act defined.*
>
> *Explanation.—"An adventure analogous to a marine adventure" includes an adventure where any ship, goods or other movables are exposed to perils incidental to local or inland transit."*

Section 57 states that where the subject matter insured is destroyed, or so damaged so as to cease to be a thing of the kind insured, or where the assured is irretrievably deprived thereof, there is an actual total loss.

20. It is also relevant to note at this stage that Section 2 (13A) of the Insurance Act, 1938 too defines "marine insurance" expansively. It reads as follows:

> *"(13A) "marine insurance business" means the business of effecting contracts of insurance upon vessels of any description, including cargoes, freights and other interests which may be legally insured, in or in relation to such vessels, cargoes and freights, goods, wares, merchandise and property of whatever description insured for any transit, by land or water, or both, and whether or not including warehouse risks or similar risks in addition or as incidental to such transit, and includes any other risks customarily included among the risks insured against in marine insurance policies"*

21. It is the consistent argument by Levi that the provisions of the Nationalization Act obligate it to cover its risks through a domestic policy. Section 25 of the Nationalization Act, is as follows:

> *"**25. Properties in India not to be insured with foreign insurers except with permission of Central Government.--***
> *(1) No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government.*
> *(2) If any person contravenes any provision of sub-section (1), he shall be punishable with imprisonment for a term which may extend to one year, or with fine which may extend to one thousand rupees, or with both."*

Relevant provisions of the STP policy and the SFSP policy

a. STP Policy

22. The relevant provisions of the STP Policy are extracted below:

> *"OPEN MARINE INSURANCE CONTRACT*
>
> *Issued to*
>
> *Levi Strauss & Co. (and Majestic Insurance International Ltd. as a reassured where applicable) and/or subsidiaries and/or associated and/or affiliated and/or*
> *controlled companies or corporations as may now exist or may hereafter be formed or acquired, any companies or corporations over which the Assured exercises management control and/or for whom they have authority to insure.*
>
> *Hereinafter referred to as the Assured (For account of whom it may concern)*
>
> *(1) In consideration of premium to be paid at rates to be agreed, insurance herein covers all shipments of goods and/or merchandise of every kind and description, (including, but not limited to, raw stock, materials, stock and goods in process, finished goods and packaging materials), machinery, equipment, spare parts and shipping containers, freight and all other interests incidental to the Assured's business, lost or not lost, by any conveyance including any connecting conveyances between ports and/or places throughout the world, including transhipment*
>
> *(2) This policy covers continuously while in transit, from the time of commencement of transit until delivery to ultimate destination without limitation of time (except as may be specifically excluded elsewhere herein) notwithstanding the Warehouse to Warehouse Clause and Marine Extension Clauses.*

B. This insurance to cover all shipments, whether made by the Assured, or its agents, or by others for its account or in which it may have an insurable interest; also shipments belonging to others, which the Assured has instructions, or is under obligation (whether by arrangements, understandings, agreements or otherwise) or has a right to insure.

C. To take all insurances attaching hereto during the period from 1st May, 2008 to 30th April, 2009, both days inclusive, Local Standard Time, at the place the shipment commences and, on all goods, and/or merchandise and/or property in storage at locations insured under this policy.

********** **********

SUBJECT MATTER INSURED:

Goods and/or merchandise and/or cargo of every description incidental to the Assured's business as may be declared.
Consisting principally of, but not limited to, raw stock, materials, stock, goods in process, finished goods etc. and similar property of others for which the Assured is liable and/or duty and/or freight and/or insurance and/or interest and/or advances and/or charges.
Coverage hereunder includes whilst in transit and/or in store or elsewhere, including whilst at retail locations.

LIMITS

USD 10,000,000 any one vessel and/or conveyance USD 50,000,000 any one location and in the aggregate per annum in respect of earthquake (first loss).
But in respect of Retail Locations USD 5,000,000 any one Retail Location and in the aggregate per annum in respect of earthquake
(first loss).
(or equivalent in other currencies).

********** **********

6. WAREHOUSE TO WAREHOUSE

This insurance attaches from the time the goods leave the warehouse at the place named in the policy or certificate or declaration for the commencement of the transit and continues until the goods are delivered to the final warehouse at the destination named in the policy or certificate or declaration, or a substituted destination as provided in Clause 7.B hereunder.

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41. OTHER INSURANCE CLAUSE

In case the interest hereby insured is covered by other insurance (except as hereinafter provided) the loss shall be collected from the several policies in the order of the date of their attachment, insurance attaching on the same date to be deemed simultaneous and to contribute pro rata; provided, however, that where any fire insurance, or any insurance (including fire) taken out by any carrier or bailee is available to the beneficiary of this policy, or would be so available if this insurance did not exist, then this insurance shall be void to the extent that such other insurance is or would have been available.

It is agreed, nevertheless, that where these Assurers are thus relieved of liability
because of the existence of other insurance, these Assurers shall receive and retain
the premium payable under this policy and, in consideration thereof, shall guarantee the solvency of the companies and/or underwriters who issued such other insurance and the prompt collection of the loss hereunder to the same extent (only) as these Assurers shall have been relieved of liability under the terms of this clause, but not exceeding, in any case, the amount which would have been collectible under this policy if such other insurance did not exist.

********** **********

47. ADMITTED INSURANCE-DIFFERENCE IN CONDITIONS CLAUSE

It is agreed that where the Assured or any of their Associated, Affiliated or Companies or Partners are obligated by legislation or otherwise to arrange insurance locally, they shall continue to have the full benefit of these insurances in respect to difference in perils insured, definitions, conditions and/or limits of liability."

(b) SFSP Policy

23. The coverage of the policy was as follows:

"Policy covers various loss or damage caused on account of fire (excluding destruction or damage caused to the property insured by:
a) i) its own termination, natural heating or spontaneous combustion
ii) its undergoing any heating or drying process.
b) burning of property insured by order of any Public Authority.

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General Exclusions

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"9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatever."

***

Condition No. 4 which is material for the purpose of deciding this case is extracted below:

"4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, it insured by or would, but for

the existence of this policy, be insured by any marine policy or policies had this insurance not been effected".

Analysis and Conclusions

24. The fire incident took place on 13.07.2008. Levi's goods were stored in the warehouse of Safexpress. There is no dispute that the fire incident was reported immediately. On 22.07.2008 and 23.07.2008, the premises were visited by authorized representative of Kaypsens & McLarens Young International, Surveyor & Loss Assessor for final survey to value the loss caused by the fire at the premises. They were nominated by Allianz. Pursuant to that visit, a Status Report dated 28.07.008 was prepared setting out the details of the accident and losses incurred. Subsequently the premises were once again inspected on 07.08.2008 and 08.08.2008, pursuant to which a Second Status Report was made on 11.08.2008. In the meanwhile, on receipt of the fire accident intimation the insurer appointed M/s Professional Surveyors and Loss Adjusters Pvt. Ltd. for survey and assessment of loss submitted their final Survey Report on 08.08.2009. The surveyor assessed the loss for ₹ 11.34 crores. So far as the claim's admissibility is concerned, the surveyor noticed the two policies issued by Allianz, Clauses 41 and 47 of the STP Policy, and Condition No. 4 of the SFSP policy, and stated that in its opinion the insurer *"had no liability in respect of the captioned claim, in view of the Global Marine Policy."* The relevant observations are extracted below:

XVII ADMISSIBILITY OF THE CLAIM:

a. *The Insured's Parent Company M/s Levi Strauss & Co., has two Insurance Policies, one Companies Marine policy covering the goods worldwide and while at locations worldwide for storage, processing or packaging or otherwise, on First Loss basis for an amount of USD 50,000,000 for any one location, as. per Endorsement No: 2 - Storage/Inventory/Processing Coverage. Clause 41 - Other Insurance Clause - also provides for pro-rata contribution along with all other insurance-policies. This policy has been taken from Allianz Global Risks.*
b. *The other Policy taken by the Parent is a Commercial Lines Policy from Allianz Global Risks US Insurance Company. This policy also covers goods worldwide upto a loss limit of USD 100,000,000/= per location. This Policy also has a Standard Fire Bay Provisions Endorsement which mentions "Pro-rata Liability".*

c. *According to Condilion No: 4 of the SFSP Policy issued by UIC, "The Insurance does nol cover any loss or damage to property which, at the time of happening of such loss or damage, is insured by or would but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies' had this, insurance not been effected."*
d. *Therefore, in our opinion, UIIC has no. lability in respect of the captioned claim, in view of the Global Marine Policy."*

Eventually, the insurer, on 11.09.2009, repudiated the claim. In the meanwhile, even before that event, on 18.07.2009, the insurer had intimated to Levi that by virtue of Condition No. 4 of the SFSP policy, since the risk was covered by another policy, that fact had to be considered.

25. The complaint before the NCDRC claimed the sum of ₹ 9.08 crores along with interest @ 18% calculated from the date of claim to the date of payment. It was in these proceedings, for the first time, that Levi disclosed that it received amounts in satisfaction of its claims under the STP Policy issued by Allianz. It was submitted that the position with regard to the losses incurred by Levi as on date of the complaint was that the total inventory loss was $ 7.01 million. Under the STP Policy issued by Allianz to Levi's parent company, US $4.54 million had already been paid to the parent company. Levi claimed that this was amount in excess to the claim made by it under the SFSP Policy on *"Difference in Conditions"* basis. Levi, therefore, claimed it was entitled to receive $ 1.97 million (~ ₹ 9.08 crores) under the SFSP Policy plus interest for inventory losses caused by the fire. The insurer resisted, arguing that by virtue of a co-joint reading of Condition No. 4 of the SFSP Policy, and Clause 47 of the STP Policy, it was not liable.

26. NCDRC, in its impugned order, repelled the insurer's contention, holding firstly that Condition No. 4 could operate only if the other policy (i.e., one issued by Allianz) was a marine policy. The NCDRC did not decide this issue. The impugned order next held that by reason of Section 25 of the Nationalization Act, Levi was obligated to cover its risks through a domestic policy and therefore the

condition in Clause 47 of the STP Policy, it was entitled to the full benefit of the SFSP Policy. It was lastly held that the claimant was entitled to the amount of loss constituting the difference between the pay out by Allianz and the value of the goods.

Was the STP Policy a Marine Policy?

27. In the light of the above facts, the first question which this Court has to decide is regarding the nature of the STP Policy issued by Allianz. The insurer asserts that it was a marine policy. However, the NCDRC has held otherwise.

28. This Court has, in a previous section of this judgment, noted relevant provisions of the Marine Insurance Act. The expression "marine adventure" is defined by Section 2(d). Similarly, "maritime peril" referred to in "marine adventure" is defined in Section 2(e). Section 3 defines a marine policy; Section 4, which is relevant for this case, deals with mixed marine and land risks. It *inter alia,* enables coverage – through *"express terms, or by usage of trade"* – extension of marine policies *"so as to protect the assured against losses on inland waters or on any land risk which may be incidental to any sea voyage."*

29. In *New India Assurance Co. Ltd. vs. Hira Lal Ramesh Chand & Ors*[3] this court described a marine policy as follows:

> *"14. Marine Insurance is a contract whereby the insurer undertakes to indemnify the assured in the manner and to the extent thereby agreed, against marine losses, that is to say losses incident to marine adventure. The instrument in which the contract of marine insurance is generally embodied is called a policy. The thing or property insured is called the subject matter of insurance and the assured's interest in that subject matter is called his insurable interest. That which is insured against is the loss arising from maritime perils and casualties, and these are called the perils insured against or the losses covered by the policy. When the insurer's liability commences under the contract, the policy is said to attach; or in other words, the risk is said to attach or to begin to run from that time. A marine insurance cover applies to the shipment and if the shipment reaches the destination, in a safe and sound condition, no claim can arise against the insurer. A contract of marine insurance may, however, by its express terms or by trade usage, be extended so as to protect the assured against losses on inland waters or against any land risk which may be incidental*

[3] 2008 (10) SCC 626.

> *to a sea voyage. (Vide Sections 3 & 4 of Marine Insurance Act, 1963 and Halsbury's Law of England, 4th Edition, Vol.25 paras 216 and 218).*
> (emphasis supplied)

30. Warehouse risks, combined with voyage and other marine risks, are considered as part of marine insurance policies in India. This has been held in *Peacock Plywood Pvt. Ltd. v. The Oriental Insurance Co. Ltd*[4]*; United India Insurance Co. Ltd. v Great Eastern Shipping Co. Ltd* [5]. In *Hira Lal* (supra), this Court, after considering Section 4 of the Marine Insurance Act, held as follows:

> *"17. In view of the insurance cover extending `warehouse to warehouse' the consignments are covered by insurance not only during the sea journey, but beyond as stated in the policy. Therefore, the contention of the insurer that the insurance cover is available only in regard to maritime perils that is perils relating to or incidental to the navigation of the sea may not be correct. Having regard to Section 4 of the Marine Insurance Act and the terms of the policy undertaking insurance cover against wider risks, the policy of insurance would cover the loss not only while goods or navigating the sea but also any loss or damage during transit from the time it leaves the consignor's warehouse till it reaches the consignee's warehouse. The cover against risks will however cease on the expiry of 60 days after discharge of the consignment from the vessel at the final port of discharge, if the goods do not reach the consignee's warehouse or place of storage for any reason within the said 60 days."*

31. In the present case, the first two recitals of the STP Policy, as well as the warehouse-to-warehouse transit (Clause 6) and other stipulations clearly state that the policy covers both marine and other risks. An express condition is that

> *"Coverage hereunder includes whilst in transit and/or in store or elsewhere, including whilst at retail locations.*
> ------ ------ -------
> *LIMITS*
> *USD 10,000,000 any one vessel and/or conveyance USD 50,000,000 any one location and in the aggregate per annum in respect of earthquake (first loss). But in respect of Retail Locations USD 5,000,000 any one Retail Location and in the aggregate per annum in respect of earthquake."*

In fact, the STP describes itself as "OPEN MARINE INSURANCE CONTRACT".

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[4] 2006 Supp (10) SCR 140.
[5] 2007 (9) SCR 350.

32. In view of these materials, it is clear that the STP Policy was a marine policy which comprehensively covered voyage, transit, transportation and warehouse perils. As can be seen from the description of the policy, and other express stipulations, all kinds of risks, including marine risks were covered. In fact, different limits for "retail locations" were provided; further Clause 6 also extended to warehouse risks. In these circumstances, and having regard to the law declared by this Court, what is material is not whether the insurable event occurred during the voyage; rather, the focus is on the nature of the cover. The cover in this case, clearly and unequivocally *included* marine perils. Therefore, it was a marine cover.

33. Condition No. 4 of the SFSP Policy, which constituted a contract between the parties, precisely contemplated a situation whereby in the event of occurrence of an insurance risk, if Levi (or someone on its behalf, like in the present case the parent company) was entitled to claim under a marine policy, the insurer was not to be held liable.

34. In *Export Credit Guarantee Corporation of India Ltd. v. Garg Sons International*[6], this Court held:

> *"The insured cannot claim anything more than what is covered by the insurance policy. The terms of the contract have to be construed strictly, without altering the nature of the contract as the same may affect the interests of the parties adversely. The clauses of an insurance policy have to be read as they are. Consequently, the terms of the insurance policy, that fix the responsibility of the insurance company must also be read strictly. The contract must be read as a whole and every attempt should be made to harmonise the terms thereof, keeping in mind that the Rule of contra proferentem does not apply in case of commercial contract, for the reason that a Clause in a commercial contract is bilateral and has mutually been agreed upon. (Vide Oriental Insurance Co. Ltd. v. Sony Cheriyan [(1999) 6 SCC 451], Polymat India (P) Ltd. v. National Insurance Co. Ltd. (2005) 9 SCC 174], Sumitomo Heavy Industries Ltd. v. ONGC Ltd. (2010) 11 SCC 296 and Rashtriya Ispat Nigam Ltd. v. Dewan Chand Ram Saran (2012) 5 SCC 306)"*

[6] 2014 (1) SCC 686.

35. Similar views about the nature of insurance contracts and the principles of their interpretation were expressed in *Vikram Greentech India Ltd v New India Assurance Co.*[7] and *Sikka Papers Ltd v National Insurance Co*[8]. It has been held recently, in *Impact Funding Solutions Ltd. v. Barrington Support Services Ltd.*[9] that

> *"As a matter of general principle, it is well established that if one party, otherwise liable, wishes to exclude or limit his liability to the other party, he must do so in clear words; and that the contract should be given the meaning it would convey to a reasonable person having all the background knowledge which is reasonably available to the person or class of persons to whom the document is addressed... This applies not only where the words of exception remove a remedy for breach, but where they seek to prevent a liability from arising by removing, through a subsidiary provision, part of the benefit which it appears to have been the purpose of the contract to provide."*

36. In the light of the above discussion, on a plain and reasonable construction of Condition No. 4 of the SFSP policy, that once it is established that Levi – or on its behalf, in this case, its parent company – was covered for the risk under a marine policy, (the STP Policy) and was entitled to claim under it, the appellant insurer's liability was excluded. Therefore, on a plain construction of the terms of the policy issued by Allianz, it was a marine policy. Therefore, Condition No. 4 operated to exclude the insurer's liability.

Was Levi Obligated by Indian Law to Cover its Risks?

37. Clause 47 of the STP Policy issued by Allianz stated that the assured (i.e., Levi's parent company) *"or any of their Associated, Affiliated or Companies or Partners are obligated by legislation or otherwise to arrange insurance locally"*.

38. The second question which arises for consideration is what is the meaning of the term "obligated by legislation" This expression is an integral part of Clause

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[7] 2009 (5) SCC 599.
[8] (2009) 7 SCC 777.
[9] [2016] UKSC 57. This judgment was followed in *New India Assurance Company Limited and Ors. vs. Rajeshwar Sharma & Ors.* (2019) 2 SCC 671.

47 of the STP Policy. An overall reading of that condition bears out the intention of the parties that regardless of whether domestic legislation in a particular country mandates the taking out of a policy issued by local insurer, the global insurer, i.e., Allianz would still continue to be liable. This is clear from the latter part of the condition, *"they shall continue to have the full benefit of this insurance in reference to the difference in the insured, definitions, conditions and/or limits of liability."*

39. It is clear that if and only if the insured, i.e., Levi, is obligated by law, i.e., required to have some form of mandatory insurance by virtue of express provisions of law that the particular stipulation would operate to the extent of 'difference', Levi would be entitled to claim from Alliance. The expression "obligated by law" has to be understood in the context as mandatory.

40. According to Stroud's *Judicial Dictionary of Words and Phrases*[10]:

> *"Obligation" is a word of his own nature of a large extent; but it is commonly taken in the common law, for a bond containing penalty, with condition for payment of money or to do or suffer some act or thing, etc. and a bill is most commonly taken for a single bond without condition. The person bound is the "obligor"; the other party is the "obligee". See Ryland Vs. Delisle L.R. 3 P.C 17 The word "obligation" primarily means a tie. Legally it was in origin the binding tie established by what is called a "bond" as between obligor and obligee. [Watkinson Vs. Hoolington (1944) K.B 16, 21 (Scott L.J.)]*
>
> *"Oblige" :- A person is "obliged" to do a thing when placed in such circumstances that he can scarcely help it; e.g. a constable who has been suspended and on whom an inquiry has been ordered, and who thereupon sends his resignation, has been "obliged to resign", within the rules of a pension fund (Lapointe Vs. L'Association de Retraite, Montreal [1906] A.C. 535)"*

P. Ramanatha Iyer's *Advanced Law Lexicon*[11] explains the term:

> *""Obligate" means to bring or place under obligation; to bring or firmly hold to an act.*
>
> *"Obligated" means strictly, and in common parlance, to be bound.*

[10] Ninth Edition (2016) Vol. II pg. 1691.
[11] Sixth Edition, (2019) Vol.3 pg. 3833.

> *"Obligatio" denotes not merely the passive duty imposed upon the obligor but also the relationship between the obligor and the obligee such as that between debtor and his creditor. It is that legal relationship subsisting between two persons by which one is bound to the other for a certain performance.*
>
> *"obligatio civilis" means an obligation enforceable by action, whether it derives its origin from the jus civile, as the obligation engendered by formal contracts or the obligation enforceable by bilaterally penal suits, or from such portion of the jus gentium as has been completely naturalized in the civil law and protected by all its remedies, such as obligation engendered by formless contracts."*

According to Black's Law Dictionary[12]:

> *"Obligation is a legal or moral duty to do or not to do something".*
>
> > *"Legal obligation" has wide and varied meanings. It may refer to anything that a person is bound to do or forbear from doing, whether the duty is imposed by law, contract, promise, social relations, courtesy, kindness or morality."*

41. It is therefore evident from the above discussion that there should be a mandate in law or in contract or by contract (which is covered by the expression "*or otherwise*"). The argument on behalf of Levi was that Section 25 prohibits the foreign insurers from taking or bringing any policy of insurance in respect of any property in India and as a result it was compelled to take out the SFSP Policy. If the plain meaning of the expression "*obligated by law*" or "*obliged by law*" is to be understood, there should be an express requirement in law, which compels the insured to obtain a policy. There are provisions in specific legislations in this regard, such as the Motor Vehicles Act, 1988[13]; the Merchant Shipping Act, 1958[14]; Carriage by Air Act, 1972[15] and the Public Liability Insurance Act, 1991[16], etc. The conditions spelt out in these specific instances compel entities and business to obtain specific kinds of insurance policies to cover particular risks.

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[12] 11th Edition (2019) page 1292
[13] Section 146.
[14] Section 352; Section 434A and 434B.
[15] Section 4A read with Para 50, Chapter VI, Third Schedule to the Act.
[16] Section 4 imposes a duty on owners of establishments involved in hazardous industries, to take out insurance policies.

42. In this case, it is not Levi's position that there exists any legislation which compelled it to obtain insurance to cover risks which it sought to get covered by the SFSP Policy. In this context, a mere prohibition in Section 25 of the Nationalization Act clearly did not apply to Levi's parent company, which conducts business overseas (and not only in India) and obtain a marine cover which catered to all risks, (including marine risks as well as risks to the goods in transit and when they were warehoused). Therefore, the prohibition in Section 25 *per se* does not apply. Equally, there was no specific provision requiring Levi to obtain a domestic policy, in the conduct of its business. The NCDRC, in this Court's opinion, was clearly wrong in holding that Clause 47 applied and it had to be read in the way it was.

Interpretation of Clause 6 and 41 of STP Policy and Condition No. 4 of SFSP Policy.

43. As concluded in the first section of the analysis of this judgment, Condition No. 4 of the SFSP Policy clearly excluded the insurer's liability in the event Levi could collect amounts under another insurance policy for the same risk. Clause 6 of the STP Policy as well as the recitals (noted earlier) point to the fact that a comprehensive overall coverage was envisioned by Levi's parent company. That comprehensive risk included fire risks at the various warehouses where different subsidiaries, including Levi (insured in this case) had stored its goods. The surveyors appointed by Allianz, Mr. K.P. Sen, prepared and submitted two reports. In the final report, according to the assessment made, two alternatives were provided. In the first one, the value of the goods was affected by the fire incidents after deduction for 2.5% for obsolete desktops and the value of net realization of salvage at actuals was fixed at ₹ 11.10 crores. According to the second alternative, which was on sale cost basis, again, after taking 2.5% for obsolete/dead stocks and subtracting net realization of salvage value at actual cost, the next cost at net sale basis was assessed at ₹ 15.30 crores. Initially, the assessment (in terms of the documents placed on the record) was $3.60 million

as on 19.08.2008. This report took note of a plausible claim by Levi upon the insurer. The subsequent supplementary report which provided global claims services to Levi's parent company dated 03.10.2008 indicated that "*based on present information*", it stated that the loss reserves should be increased to $4.5 million. It further stated that upon review, MYI calculation of inventory at wholesale selling price loss salvage value was $6.85 million. In these circumstances, finally, the sum of $ 4.54 million was paid out ($ 3 million plus ~$ 1.54 million).

44. A plain reading of Clause 41 of STP Policy shows that where fire insurance or any insurance which was taken out by the carrier was available to the beneficiary, i.e., Levi, or 'would be so available' if the STP did not exist, then a claim under that policy, i.e., STP Policy would not be maintained and the insurance would be void to that extent. There is nothing on the record to show that any carrier or bailee in this case made a claim upon Alliance or any other insurer to recover possible liability in furtherance of any policy. What has been established from the record is that the sum of $4.54 million was in fact disbursed to Levi as admitted liability by Allianz. In the circumstances, clearly, Condition No. 4 of the SFSP Policy operated and excluded the appellant-insurer's liability.

45. What is in issue in this present case has been characterized as "*double insurance*", i.e., where an entity seeks to cover risks for the same or similar incidents through two different - overlapping policies. There is a wealth of international jurisprudence on the various nuances of double insurance. Such double insurance is *per se* not frowned upon in law. The courts however, adopt a careful approach in considering policies which seeks to exclude liability on the part of the insurer.

46. The celebrated commentary on insurance, Colinvaux's Law of Insurance, has this to say on double insurance - [17]:

> *Pg. 12-130:* ***General definition.*** *Double insurance arises where two or more independent insurers cover the same interest against the same risk, that is, there is a common liability*[18]*.*
> *As a matter of principle, it is clear that there cannot be double insurance unless there is in existence more than on valid policy attaching to the same interest. There is, for example, no double insurance where one policy is substituted for another*[19]*. For there to be double insurance the policies need not be identical but may cover different subjects and different risks as well as the risk covered in common, but what is essential is that a common liability to indemnify the same assured in respect of a specified loss must exist. The loss which more than one insurer is liable to make good must be identical, so that payment of a claim by one insurer will provide a co-insurer with a defence to a like claim against it. In other words, two or more insurers must have insured the same assured in respect of the same risk on the same interest in the same subject-matter.*[20]
>
> *Pg. 12-131:* ***Same assured and same interest*** *Double insurance arises only where both policies cover the subject-matter which has been the subject of the loss. This is essentially a matter of construction of each of the policies. Thus, in Baag v Economic Insurance Co Ltd*[21] *it was held that a lorry-load of cigarettes insured under an all-risks transit policy did not form part of the assured's stock in trade at a factory at which the load had been temporarily stored, so that the fire insurers of the factory were not liable to contribute towards payments made by the all-risks insurers on the destruction of the factory and the load by fire."*
>
> *Pg. 12-132:* ***Same assured and same interest.*** *Generally, double insurance arises where the same assured possesses two overlapping policies, although there could potentially be double insurance where two assureds with the same interest in the subject-matter insured that interest. It is more likely, however, that different assureds will have different interests in the insured subject-matter, and there is no double insurance in that situation because each assured is insuring his own interest. Typical illustrations include concurrent interests in*

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[17] *Colinvaux's Law of Insurance 12th edition Sweet & Maxwell* (2019) Ed. Robert Merkin

[18] See generally, *Albion Insurance Co Ltd v GIO (NSW) (1969) 121 C.L.R. 342*. In *Equity Syndicate Management Ltd v Glaxosmithkline Plc* [2015] EWHC 2163 (Comm); [2016] Lloyd's Rep. I.R. 155 a motor policy which by its terms covered a claim by an employee driving a hired car was rectified to accord with the parties' common intention, so that the risk was borne solely by a policy designed to cover such risks and there was no double insurance.

[19] *Union Marine Insurance Co Ltd v Martin* (1866) 35 L.J.C. P. 181. See also *QBE Insurance (International) Ltd v Allianz Australia Ltd* [2018] NZCA 239, where the second policy was held to incept on the termination of the first, so that there was no overlapping cover.

[20] *Portavon Cinema Co Ltd v Price & Century Insurance Co Ltd* [1939] 4 All E.R. 601; *North British & Mercantile Insurance Co v London, Liverpool & Globe Insurance Co* (1877) 5 Ch. D. 569. See also: *Co-operative Bulk Handling Ltd v SGIC (WA)* (1990) 6 ANZ Ins Cas 60-992; *Boys v Insurance General Manager* [1980] 1 N.Z.L.R. 87.

[21] [1954] 2 Lloyd's Rep. 581. Cf. QBE *Insurance* (Australia) *Ltd v Westfarmers General Insurance Ltd* [2010] N.S.W.SC. 855.

land held by vendor and purchaser,[22] landlord and tenant,[23] employer and contractor, or mortgagor and mortgagee,[24] and concurrent interests in goods held by bailor and bailee.[25] Equally, there is no double insurance between a primary policy and a subsequent excess of loss policy[26] or between a primary policy and an increased value policy.[27]"

47. Similarly, *Mac Gillvray on Insurance Law*[28] has this to say:

"There is high appellate authority[29] for preferring the reasoning in the Eagle Star case to that in Legal & General on the ground that an insurer should be able to rely on policy defences to a claim by the assured in answer to a claim for contribution. It is very respectfully submitted that Legal & General should prevail. If an insurer can defeat a claim for contribution by reliance upon defences to his liability to the assured arising after the loss, this will strike at the foundations of the doctrine. First, once the first insurer has paid a complete indemnity to the assured, the second insurer would be entitled to decline liability to the assured on the ground that he has been fully indemnified[30], although the payment is the basis of the equity between the two insurers. Secondly, it would be possible for the second insurer to defeat the claim for contribution by agreeing with the assured to cancel the second policy after the first insurer had paid a complete indemnity, contrary to the decision in O'Kane v Jones, The Martin P[31]"

48. In *National Employers Mutual General Insurance Association v Haydon*[32], 'S', a firm of solicitors was insured by 'P' under a policy, renewable annually; that policy excluded indemnification where the claimant was doubly insured. It however covered claims arising after expiration, if due notice was given of the likelihood of the claim before the policy expired. The claimant was later insured

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[22] *Davjoyda Estates Pty Ltd v National Insurance Co of NZ Ltd* (1965) 69 S.R. (NSW) 381.
[23] *Portavon Cinema v Price* [1939] All E.R. 601.
[24] *Western Australian Bank v royal Insurance Co* (1908) 5 C.L.R. 533.
[25] *Dickson Watch & Jewellery Co Ltd v Mow Tai Insurance & Reinsurance Co Ltd* [1985] 1 H.K.C. 505
[26] *Pacific Employers Insurance Co v Non-Marine Underwriters* 71 D.L.R (4th) 731 (1990); *Steelclad Ltd v Iron Trades Mutual Insurance Co Ltd* 1984 S.L.T. 304.
[27] *Boag v Standard Marine Insurance* [1937] 2 K.B. 113.
[28] *Mac Gillivray on Insurance Law Centenary Edition* 2012 Sweet and Maxwell Page 759 (24-027)
[29] *Bolton MBC v. Municipal Mutual Insurance Ltd. [2007] Lloyd's Rep IR 173 at [37] per Longmore L.J. Obiter, stating that precedent did not oblige the CA to follow Legal & General Assurance Society v. Drake insurance Co. [1992] QB 887*
[30] *Austin v. Zurich General Accident & Liability Insurance Co. [1945] KB 250 at 258; AMP Workers' Compensation v. QBE Insurance [2001] NSWCA 267, stating – "The right of contribution cannot depend upon the continued existence of co-ordinate liabilities for the same demand because the very payment which calls the right into existence will have put an end to the liablility of the other insurance."*

[31] *O'Kane v. Jones, the Martin P [2004] 1 Lloyd's Rep. 389,* where the court held it was bound by precedent to follow *Legal & General Assurance Society v. Drake Insurance Co. [1992] QB 887 at [201]-[202].*
[32] [1980] 2 Lloyd's Rep. 149

by another insurer under a policy with similar double insurance provisions and excluding cover for prior claims. S gave notice to P of a future claim in due time. P claimed a contribution from D, on the ground that this claim was a case of double insurance. It was held that

> *"Where each of two insurers agrees to an indemnity payable under one policy, unless it is payable under another policy, neither insurer can prove that he is not liable; therefore both insurers are liable and there is a true event of double insurance. In my judgment, however, the principle of Weddell's case as to the sharing of liability only applies if an indemnity is payable under both policies. A clause of express absolution from one policy by reference to another only applies if there is another policy which indemnifies against the same risk. If this were not the case, an unfortunate insured could fail to recover against the first insurer because of the existence of the second policy, but fail to recover under the second policy because the risk had not been accepted by the second insurer. If only one insurer is liable the insured can claim the whole."*

49. In the present case, the facts are that the only claim preferred by Levi with the insurer on 18.07.2008 was for ₹ 12.2 crores. There is no material on the record to show that during the subsistence of the policy issued by the parent insurer, it was ever notified by Levi about the existence of the policy issued by Allianz. The final report of the surveyors appointed by the appellant insurer assessed the total loss at ₹ 11.70 crores. However, it also stated that as Levi's parent company had obtained another policy under which the loss was to be recovered, the claim was inadmissible because of Condition No. 4 of the SFSP Policy. It is also a matter of record that as against the claim of ₹12.2 crores made upon the insurer in this case, Levi ultimately received equivalent of over ₹19 crores.

50. A contract of insurance is and always continues to be one for indemnity of the defined loss, no more no less. In the case of specific risks, such as those arising from loss due to fire, etc., the insured cannot profit and take advantage by double insurance. Long ago, Brett LJ in *Castettion* v *Preston*[33] said that:

[33] (1833) 11 QBD 380.

> *"The contract of insurance ... is a contract of indemnity, ..., and this contract means that the assured, in the case of a loss ..., shall be fully indemnified, but shall never be more than fully indemnified."*

51. Levi could not have claimed more than what it did, and not in any case, more than what it received from Allianz. Its endeavour to distinguish between the STP Policy and the SFSP Policy, i.e., that the former covered loss of profits, and the latter, the value of manufactured goods, is not borne out on an interpretation of the terms of the two policies. Even the facts here clearly show that Levi received substantial amounts towards the sale price of its damaged goods, over and above the manufacturing costs.

52. In view of the foregoing discussion, the appeal has to succeed; the impugned order of NCDRC is hereby set aside. Levi's complaint is dismissed; consequently, the appeal is allowed.

….....J
[UDAY UMESH LALIT]

….....J
[S. RAVINDRA BHAT]

….....J
[PAMIDIGHANTAM SRI NARASIMHA]

NEW DELHI,
MAY 02, 2022.