

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 9090 OF 2015

- 1] Sunita wd/o Haribhau Ughade,
Age : 38 years, Occu : Agri. & Household,
R/o Mulani-Wadgaon, Taluka Paithan,
District Aurangabad.
 - 2] Kasturabai Wd/o Ramdas Wagh,
Age : 47 years, Occu : Agri. & Household,
R/o as above.
- ... PETITIONERS.

VERSUS

- 1] The State of Maharashtra,
Through the Commissioner Agriculture,
Commissionrate of Agriculture, M.S.
Central Building, 3rd Floor, Pune - 411 001.
 - 2] The Member Secretary,
District Controlling Committee, Aurangabad
i.e. the District Superintendent Agriculture Officer,
Aurangabad.
 - 3] Deccan Insurance & Reinsurance Brokers Pvt. Ltd.
Through it's Regional Manager,
201, Mount Wart Zenit, Office No.201,
Opp. L. G. Showroom, Near Baner Telephone Exchange,
Baner Road, Baner, Pune - 411 005.
 - 4] The New India Assurance Company Ltd.,
Through its Branch Manager,
Ajay Engineering Company Building,
Adalat Road, Aurangabad - 431 005.
- ...RESPONDENTS.

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Mr. Pramod C. Mayure : Advocate for Petitioners.
Mr. A. M. Phule : AGP for Respondent/ State.
Mr. S. R. Bodade, Advocate for Respondent No.4.
Respondent Nos.2 & 3 served.

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CORAM : S. V. GANGAPURWALA &
A. M. BADAR, JJ.

DATE : 3rd FEBRUARY, 2016.

PER COURT:

1] Rule. Rule made returnable forthwith. Heard finally by consent of parties.

The petitioners had submitted a proposal in the office of the Taluka Agricultural Officer, Paithan on 21.12.2013 seeking compensation on account of death of Deceased Haribhau and Ramdas in an accident. The petitioners were claiming compensation as per the Farmers Personal Accident Insurance Scheme. It is submitted that the insurance premium is accepted. The policy period was from 15.8.2011 to 16.8.2012. The accidents in question took place on 7.8.2012 and 2.3.2012. The said claim is rejected on the ground that there is a delay in submission of the claim. Petitioners aggrieved thereby have approached this Court.

2] Mr. Mayure, learned counsel submits that the petitioners had lodged claim after one year and one month with the Taluka Agricultural Officer, as per the scheme. Learned counsel submits that even application for condonation of delay was filed. The petitioners were not aware of the policy and the premium being paid. On getting the knowledge of the same, immediately, the proposal seeking compensation was filed. Haribhau and Ramdas had succumbed to the injuries and died in the accident.

3] Learned counsel for petitioner submits that the rejection solely on the ground of limitation is improper. There is a tri-partite agreement entered into between the Government of maharashtra, through Commissioner of Agricultural, M/s. Deccan Insurance and Reinsurance Brokers Private Ltd. and the respondent No.4 Insurance Company. As per the tri-partite agreement, the insurance company can condone the delay if the claim is submitted after expiry of the period and the reasons for the delay are satisfactory.

4] Learned counsel submits that the reasons for the delay were not at all considered by the respondent No.4. It is submitted that even as

per clause No.8 of the Government Resolution dated 8th August, 1991, the claim cannot be rejected on the ground that it is not submitted within the stipulated period.

5] Mr. Bodade, learned counsel for respondent No.4 submits that as per clause No.8, the claim has to be submitted within 90 days. As the claim is not submitted within 90 days and no satisfactory reasons are given, respondent No.4 is justified in rejecting the claim. According to learned counsel, no error has been committed by the respondent No.4 in rejecting the said claim. He submits that it cannot be said that the petitioners were not aware of the policy when it is vide the Government Resolution and tri-partite agreement, the benefit was to be given.

6] We have considered the submissions of the learned counsel for the respective parties. Policy of Government vide Government Resolution dated 8th August, 2011 and the tri-partite agreement dated 12th August, 2011 is of beneficial nature and it is a welfare policy meant for the agriculturists. The said policy under the Government Resolution and the tri-partite agreement, lays down clauses that even if the claim is submitted after the stipulated period, cause for delay can be considered.

7] Petitioners had filed application seeking condonation of delay giving grounds and reasons for the delay. On perusal of the impugned order it does not appear that even the said grounds were considered by the respondent No.4 and they were ignored. The petitioners are widows of deceased. They are resident of remote rural villages. It is not expected that these petitioners would have knowledge of the policy. Immediately on coming to know the existence of such a policy, as one of the known persons of the village had got the benefit of the said scheme, the petitioners applied. Respondent No.4 under the scheme and the tri partite agreement was expected to consider the ground put forth by the petitioners. However, respondent Nos. 4 and 5 have cursorily rejected the proposal on the ground

of delay without adverting to the grounds put forth by the petitioners.

8] The grounds raised by the petitioners would come within the purview of the phrase "sufficient cause". Considering the above, the impugned communications are quashed and set aside. The respondent shall consider the claims made by the petitioners on merits and shall not reject the same on ground of delay and if found eligible, shall pay compensation as per the policy and Government Resolution. Same shall be done within a period of one month from today.

9] Rule made absolute in above terms. No costs.

[A.M. BADAR]
JUDGE

[S.V. GANGAPURWALA]
JUDGE

grt/-