IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.4094 of 2009

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Shiv Kumar Singh, son of Late Musafir Singh, resident of Village-Raghuni Patti, Police Station-Sursand, District-Sitamarhi

.... Petitioner/s

Versus

1. The State of Bihar, through the Chief Secretary, Govt. of Bihar, Patna.
2. The Director, Statistical and Evaluation Directorate, Govt. of Bihar, Patna
3. The Collector-cum-District Magistrate, Sitamarhi
4. The District Statistical Officer, Sitamarhi
5. The Circle Officer-cum-Block Development Officer, Sursand Block, Sitamarhi
6. The Block Agriculture Officer, Sursand Block, Sitamarhi
7. The Block Statistical Supervisor, Sursand Block, Sitamarhi
8. The Regional Manager, Agriculture Insurance Company of India Limited, Regional Office, 3rd Floor, Grand Plaza, Fraser Road, Patna
9. The Assistant Manager, Agriculture Insurance Company of India Limited, Regional Office, 3rd Floor, Grand Plaza, Fraser Road, Patna

.... Respondent/s

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Appearance :

For the Petitioner : Mr. Sanjeev Kumar Singh, Advocate

For the S t a t e : Mr. Pramod Kumar Singh, A.C. to S.C.-16

For Respondent Nos.8 & 9: None

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CORAM: HONOURABLE JUSTICE SMT. ANJANA MISHRA

ORAL JUDGMENT

Date: 11-07-2017

Heard learned counsel for the petitioner and the learned counsel appearing on behalf of the State.

2. The present writ application has been filed for quashing the order, contained in Letter No.1765 dated 17.02.2009 (Annexure 4), whereby and whereunder the claim of the petitioner for payment of insurance amount under the National Crop Insurance Scheme (hereinafter referred to as `the Scheme') has been rejected by the Assistant Manager, Agriculture Insurance Company of India Ltd., Patna (respondent No.9). The petitioner

has further sought for a direction to the respondents to make payment of the insurance amount in accordance with the Scheme for which the petitioner has insured his crop.

3. Despite service of notice on respondent Nos.8 and 9, the Agriculture Insurance Company of India Ltd. (hereinafter referred to as `the Insurance Company') has not entered appearance and has chosen not to contest the matter. As such, this Court is proceeding to decide the claim of the petitioner on the basis of the averments made in the writ application and also the counter affidavit filed by the State of Bihar.

4. Learned counsel for the petitioner submits that the claim of the petitioner for payment of insurance amount under the Scheme has been rejected by respondent Nos.8 and 9 without any rationale. It is further submitted by the learned counsel for the petitioner that the crop of the petitioner has been insured on paying due premium and parts of the said premium were forwarded to the Insurance Corporation towards insurance of the crop, which was to be raised on the land, which was covered under the Scheme for the year 2007-2008. It is further submitted that though the concerned villages, including that of the petitioner of Sursand Block, came to suffer crop damage on account of floods, the petitioner's application for compensation was arbitrarily rejected on the ground

that the actual proceeds of the lands of the village was beyond the proceeds which was necessary for qualifying for grant of compensation. Learned counsel for the petitioner was thus constrained to seek information from the concerned Statistical Officer of the District, who has reported that the average proceeds of the lands of the village was much less than that was expected of the village as the same had been affected by the massive loss during the floods. The petitioner has also brought on record the report of the District Statistical Officer (Annexure 5), which is indicative of the fact that in the area the actual yield was much less than the average yield expected of the area and, therefore, the petitioner was eligible for grant of crop insurance as per the scheme available with the Government of India.

5. A counter affidavit has been filed on behalf of respondent Nos.3 and 4, being the District Statistical Officer in the Office of respondent No.4. With reference to paragraphs 6, 7 and 8 of the counter affidavit, which have been supported by Annexures A and B, the respondents have submitted that the entire payment of compensation is on the basis of the crop cutting experiment report, which is to be submitted by the District Statistical Officer on the basis of the guidelines, which have been framed for payment of compensation/crop insurance. It has been submitted that the crop

cutting experiment report is based on actual experiment and in the said financial year, the report which came forth clearly stated that the same was much less than the average yield. It is only the experiment report which was forwarded by the State and thereafter the onus lies on the Insurance Company to assess and enquire the whole report and after coming to a conclusion, it will decide as to who is entitled to payment of compensation/insured amount. They have categorically thus submitted that in the said year, the average yield was much less than the yield which was required for award of compensation. The respondents further submit that beyond submission of such report, the State has no jurisdiction to decide the claim of insurance amount.

6. Having heard learned counsel for the petitioner and the learned counsel appearing on behalf of the State, it appears that the claim of the petitioner has been rejected on the basis of the report submitted by the District Statistical Officer. There does not seem to be any further report supporting the said decision of the Insurance Company, save and but the report of the District Statistical Officer. The District Statistical Officer has, however, made it clear that the yield of the year 2007-08 was much less than the average yield required for payment of compensation and thus the impugned order (Annexure 4) was based on no material worth

the name. The petitioner was thus entitled to receive compensation amount from the Insurance Company, especially when the petitioner had deposited the premium towards insurance of the crop, which had been insured by the Insurance Company.

7. In the result, the writ application is allowed. The order, contained in Letter No.1765 dated 17.02.2009 (Annexure 4), issued under the signature of Assistant Manager of the Insurance Company, is quashed. The respondents are directed to make payment of insurance amount to the petitioner in accordance with the Scheme for which the petitioner has insured his crop within three months from the date of receipt/production of a copy of this judgment/order. However, in the facts and circumstances, there shall be no order as to costs.

(Anjana Mishra, J)

PNM

AFR/NAFR	NAFR
CAV DATE	N.A.
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