IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 4399 OF 2013

1] Abdul Majid Babaso Momin	)	
Age 58 Yrs., Occu. Agri	)	
R/o. Gaurwad, Tal. Shirol,	)	
Dist. Kolhapur	)	
	)	
2] Late Virgonda Patil Vividh	)	
Karyakari Vikas Seva Society Ltd.	)	
Danwad, Tal. Shirol,	)	
Dist. Kolhapur	)	
	)	
3] Shivprasad Vividh Karykari	)	
Vikas Seva Society Ltd.	)	
Kurundwad, Tal. Shirol,	)	
Dist. Kolhapur,	)	
Through its Secretary	)	…..Petitioners.

V/s

1] Union of India through,	)	
Ministry of Finance,	)	
North Block, New Delhi 110001	)	
	)	
2] National Bank of Agriculture and	)	
Rural Development (NABARD)	)	
Having head Office at	)	
Plot No. C- 245, Bandra Kurla Complex,	)	
P.B. No. 8121, Bandra (East),	)	
Mumbai – 400 051	)	
	)	
3] National Bank of Agriculture and	)	
Rural Development (NABARD)	)	
Maharashtra Regional Office, 54, Velesli	)	

Road, Shivaji Nagar, Pune 411005)
)
4] Kolhapur District Central)
Co-op. Bank Ltd., through its)
Chairman/Administrator)
Shahpuri Kolhapur)
)
5] Babasaheb Seva Society Ltd.,)
Through Member,)
Mr. Prakash Balgonda Patil)
Age 57, Occu. Agriculture,)
R/o. Sulkud, Tal. Kagal,)
Dist. Kolhapur)
)
6] Mr. Ashok Dattoba Nawale,)
Age: 61 Yrs., Occu Agriculture)
R/o Pimpalgaon, Kurd,)
Tal. Kagal, Dist. Kolhapur)
)
7] Mr. Babaso Saygonda Patil,)
Age: 54 yrs., Occu: Agriculture,)
R/o. Pimpalgaon, Kurd,)
Tal: Kagal, Dist: Kolhapur)
)
8] Babgonda Malgonda Patil,)
Age: 61 yrs, Occu: Agriculture,)
R/o. Kagal, Tal: Kagal,)
Dist: Kolhapur) .....Respondents.

Mr. P.K. Dhakephalkar, Senior Counsel alongwith Mr. D.V. Sutar, Advocate for the Petitioners.

Mr. Tejpal S. Ingale alongwith Mr. D.P. Singh, Advocates for Respondent No.4.

Mr. S.P. Bharti, Advocate for Respondent Nos. 2 and 3.

CORAM: R.M. BORDE &
A.S. GADKARI, JJ.

Judgment reserved on: 17/01/2017
Judgment pronounced on: 30/01/2017

ORAL JUDGMENT: (Per R.M. Borde, J.)

1] Heard.

2] Rule. Rule is made returnable forthwith. Respondents waive service. By consent of parties, Petition is taken up for final hearing at the admission stage.

3] Petitioner No.1 is a marginal farmer who has availed of the loan facility from Respondent No. 4 – Kolhapur District Central Co-operative Bank Ltd ("KDCCBL") through Primary Agricultural Co-operative Societies ("PACS"). Respondent No.2 is National Bank of Agriculture and Rural Development ("NABARD"), the Nodal Agency prescribed for implementing the Agricultural Debt Waiver Scheme and Debt Relief Scheme, 2008 ("ADWDRS") formulated by the Union of India. Respondent No.5 is Primary Agricultural Co-operative Society. Respondent Nos. 2 & 3 are also PACS and are members of KDCCBL.

4] Petitioners are praying for quashing and setting aside the explanation to clause 4 recorded in Circular dated 21.3.2013 issued by Respondent No.4 – Bank, whereunder directions have been issued to carry out re-audit in adherence to Normal Credit Limit ("NCL") of Primary Agricultural Societies. The said directions, according to Petitioners, are contrary to the ADWDRS guidelines. A direction is also sought against Respondent No.4 to re-audit/recheck the entire claims put forward by agriculturists in Kolhapur District under ADWDRS strictly in accordance with the guidelines issued under the Scheme and in consonance with the Circular issued by Respondent No.2 and more specifically para 4 contained therein. Petitioners are also praying for quashment of the report submitted by Respondent No.4 to Respondent No.2 alongwith letter dated 31.12.2010 and further direction is sought that the same shall not be acted upon. Petitioners are also praying for quashment of the Circular dated 31.3.2012 and other communications transmitted in furtherance of the aforesaid communication issued by Respondent No.4 alongwith the order directing recovery of the amount as per the report dated 31.12.2010 submitted by Respondent No.4 to Respondent No.2.

5] Petitioners have raised following objections at the stage of hearing of the Petition:-

> (1) Whether it would be permissible to re-audit the Scheme already finalized under the ADWDRS, 2008, contrary to the guidelines issued by Respondent No.1 and on consideration of the instructions of

Respondent No.3?

(2) Whether Normal Credit Limit could be a criteria for re-auditing the Scheme finalized under ADWDRS contrary to the guidelines issued by Union Government so as to make them applicable only for Kolhapur District and that too in respect of agriculturists who have taken loans from Village Level Co-operative Societies?

(3) Whether it would be permissible for Respondent No.2 to direct Respondent No.4 to debit the alleged excess amounts in the Accounts of agriculturists, which have been already waived under the ADWDRS after a lapse of three and half years?

(4) Whether such a direction can be issued, affecting financial interest of the marginal and small farmers without extending opportunity of hearing to them?

6] The Union of India, while presenting Union Budget in the year 2008-2009, declared a policy extending loan waiver for agriculturists viz ADWDRS, 2008. The Scheme was expected to be implemented through Regional Co-operative Banks and Co-operative Credit Institutions. The Scheme lays down provisions in respect of eligibility of the farmers to claim loan waiver and method of implementation of the Scheme. A marginal and small agriculturist who has availed of small term production loan (together with applicable interest) which has been disbursed upto March 31, 2007 and overdue as on December 31, 2007 and remaining unpaid until February 29, 2008 is an eligible loan under the Scheme for the purposes of waiver. The Scheme extends a large needed financial relief for the debt trapped agriculturists. The Scheme extends to small and marginal farmers and obviously implemented with a view to provide some solace to the debt trapped class of farmers and to alleviate their sufferings.

7] It is not a matter of controversy that District Central Co-operative Banks ("DCCB") are the lending agency for the agriculturists in the District and the loan is disbursed to the agriculturists through PACS. The DCCB extend loan to the PACS for various purposes and such PACS, in turn, distribute funds received from DCCB to the agriculturists. It is the PACS's responsibility to maintain the Accounts of the individual agriculturist. In the year 2008, the Scheme was implemented and benefits were extended to the eligible agriculturists who were entitled for debt waiver. The DCCB published lists which were duly inspected and audited by Respondent Nos. 2 and 3. According to Petitioners, loan has been sanctioned by PACS as per the guidelines laid down by Respondent Nos. 2 and 3 and the Accounts of the Society have been audited and inspected by Respondent No.4 from time to time. This primary agricultural loan is disbursed in two components; one is in cash and another is in kind as fertilizer, pesticides etc. The component of fertilizer or pesticides, agricultural equipments, according to Petitioners, sometimes granted in excess of the requirement of the farmers at PAC level and although the same has become overdue, such an excess over due cannot form part of the Normal Credit Limit. Petitioners contend that in furtherance of declaration of ADWDRS, 2008 by the Central Government, the same was implemented and the list of eligible agriculturists has been published by Respondent No.4. It is further stated that no due certificates have also been issued in favour of the Petitioners and the similarly situated agriculturists who have been benefited from ADWDRS of the year 2008. It is only as a result of politically motivated complaint lodged by a local MP Mr. Sadashivrao Mandlik alleging that there are bogus loan waivers in Kagal Taluka, the matter was inquired into. It is the contention of the Petitioners that the complaint presented by local MP is with a view to put his political rival Mr. Hasan Mushriff at a disadvantageous position. It is the contention of the Petitioners that even if there are illegalities or irregularities in Kagal Taluka i.e. relating to illegal distribution of loans or fraudulent accounts which have been waived, those can be inquired into. However, no coercive action can be taken against the bonafide account holders, who have been extended benefit of the

Scheme of 2008 throughout the District. Petitioners contend that benefits which have been extended cannot be withdrawn alleging a inadmissible claims and the amounts cannot be debited in their Accounts maintained with PACS unilaterally without extending any opportunity of hearing to them. Petitioners and other similarly situated agriculturists cannot be put to financially disadvantageous position without extending an opportunity of hearing to them on the basis of allegation of distribution of loan above Normal Credit Limit. The action as proposed at the instance of Respondent No.2 by Respondent No.4, according to Petitioners, is contrary to the provisions of the Scheme formulated by Union Government and therefore deserves to be quashed. There is no such stipulation in the Scheme requiring scrutiny of accounts on the touchstone of Normal Credit Limit.

8] An affidavit in reply has been presented by one V.H. Jani, Assistant General Manager on behalf of Respondent No.2 – NABARD wherein it has been stated that under the Scheme, Respondent No.4 through Maharashtra State Co-operative Bank submitted claim of Rs 293.79 crores with Respondent No.2 and a sum of Rs 203.27 crores was released in three installments to the Maharashtra State Co-operative Bank on behalf of Respondent No.4. It is contended that during statutory inspection conducted in March 2009, certain financial irregularities in disbursement of loans at the society level were noticed. It is submitted that after noticing the said fact, Respondent

No.2 immediately stopped further release of funds to Respondent No.4. Upon conducting inspection, Registrar of Co-operative Societies was requested to conduct audit of the entire loan accounts included under the Scheme and during the audit conducted by District Registrar, certain discrepancies/deficiencies in implementation of the Scheme were noticed. Respondent No.4 was advised to re-check the entire claim and resubmit the claim. It is contended that there was an excess loan disbursement beyond the sanctioned limit to individual borrowers which was contrary to the crop loan policy. In view of the excess loan sanctioned to the agriculturists beyond their Credit Limit, Respondent No.4 was directed to initiate action of reversal of entries at the level of PACS.

9] In another affidavit tended by Guriqbal Singh, Assistant General Manager of NABARD, it is stated that a Normal Credit Limit is prescribed by PACS for assessing total credit requirement of all its members and the guidelines for preparation of normal credit limit are laid down in the "Manual of Production Oriented System of Lending for Agriculture" prepared by RBI. It is stated that Normal Credit Limit relates to utilization of funds financed by the Bank for agricultural purposes and the amount financed over and above NCL need not be necessarily used for agricultural purposes. It is stated that since the amount has been disbursed to certain agriculturists beyond NCL, the same is ineligible and in respect of the said excess loan benefits as provided under 2008 Scheme cannot be availed.

10] In an affidavit presented on behalf of Union of India, it is stated that in terms of Clause 7.8 of the Scheme, RBI is the nodal agency for implementation of the Scheme in respect of Scheduled Commercial Banks, Urban Cooperative Banks and local area Banks, whereas NABARD was identified as the nodal agency for implementing the Scheme in respect of Co-operative Credit Institutions and Regional Rural Banks. It is further stated that in view of Clause 13.1, if any doubt arises on the interpretation of any paragraph in the Scheme or any instructions issued thereunder, the Central Government shall resolve the doubt and the decision of the Central Government shall be final. It is further stated that the Controller and Accountant General in their performance audit conducted from April 2011 to March, 2012 had pointed out errors of exclusion and inclusions in implementation of the Scheme and extending coverage to the agriculturists. The Government of India, as such, issued instructions for re-verification of all accounts under the Scheme under the supervision of RBI and NABARD and, during such re-verification, certain irregularities have been noticed. It is specifically stated in the reply that Respondent Nos. 3 and 4 had acted in accordance with provisions of the Scheme and no violation is found in ordering re-audit of eligible and ineligible beneficiaries of the Scheme.

11] Respondent No.4 – Bank has presented an affidavit of its Chief Executive Officer Suryakant Shankarrao Jadhav. It is stated in the affidavit that in terms of the mandate under the said Scheme of 2008, Respondent No.4 – Bank had called for list of eligible farmers alongwith eligible amount for the purpose of deciding the claims of waiver from PACS, verified the list as per parameters laid down under the Scheme and forwarded the proposal to Respondent Nos. 2 and 3 on 24/1/2009 with a request to grant its claim of Rs 2,96,91,54,762/-. In observance of the procedure laid down under the Scheme, 4th Respondent directed PACS to credit the over due loan amount of individual farmers in their account and make the individual farmer eligible for sanction of fresh finance. During the inspection conducted at the instance of Respondent No.2 – NABARD, certain objections were raised in respect of crop loan policy adopted by Respondent No.4 – Bank, as well as in respect of non-adherence to crop loan policy by PACS. According to Respondent No.4, the alleged anomalies pointed out in letter dated 31/12/2010 are erroneous and the correct interpretation of the said Scheme requires consideration of only dues reflected in the account of respective borrowers and loan outstanding in the case of restructured loan and conversion loan as per Clause 4.1(a) of the Scheme. The concept of Normal Credit Limit of the respective borrower is irrelevant and, as such, the Bank did not consider the aspect of Normal Credit Limit vis-a-vis its crop loan policy for deciding the 'eligible amount' under the Scheme. Since Respondent Nos. 2 and 3 did not agree with the view of Respondent No.4 – Bank, the aspect of Normal Credit Limit and crop loan policy of Respondent No. 4 – Bank was considered for deciding 'eligible amount'. Respondent Nos. 2 and 3 have disallowed the loan waiver of individual borrower in excess of Normal Credit Limit of such borrower and worked out the figure of the said disallowance and deducted the amount directly from the funds released to Respondent No.4 – Bank. In view of the action of NABARD, consequential directions have been issued for debiting the excess amount allegedly waived on consideration of the parameter of Normal Credit Limit of the concerned agriculturist.

12] The ADWDRS, 2008 lays down guidelines for implementation of the Scheme. The Scheme covers direct agricultural loans extended to 'marginal and small farmers' and 'other farmers' by Scheduled Commercial Banks, Regional Rural Banks, Co-operative Credit Institutions (including Urban Cooperative Banks) and Local Area Banks as indicated in the guidelines. 'Direct Agricultural Loans' has been defined as Short Term Production Loans and Investment Loans provided directly to the groups of individual farmers for agricultural purposes. 'Short Term Production Loan' means a loan given in connection with the raising of crops which is to be repaid within 18 months. It will include working capital loan, not exceeding Rs 1 lakhs, for traditional and non-traditional plantations and horticulture. 'Investment Loan' is defined in Clause 3.3. It reads thus:-

> “3.3 '*Investment Loan*' means
>
> (a) investment credit for direct

> agricultural activities extended for meeting outlays relating to the replacement and maintenance of wasting assets and for capital investment designed to increase the ouput from the land e.g. deepening of wells, sinking of new wells, installation of pump sets, purchase of tractor / pair of bullocks, land development and term loan for traditional and non-traditional plantations and horticulture; and
>
> (b) investment credit for allied activities extended for acquiring assets in respect of activities allied to agriculture e.g. dairy, poultry farming, goatery, sheep rearing, piggery, fisheries, bee-keeping, green houses and biogas."

'Marginal Farmer" is a farmer cultivating agricultural land up to 1 hectare (2.5 acres), whereas 'Small Farmer' means a farmer cultivating agricultural land of more than 1 hectare and up to 2 hectares (5 acres). The 3rd explanation to Clause 3.7 provides that in case of a farmer who has obtained investment credit for allied activities where the principal loan amount does not exceed Rs 50,000/-, he would be classified as “small and marginal farmer” and, where the principal amount exceeds Rs 50,000/-, he would be classified as 'other farmer', irrespective in both cases of the size of the land holding, if any. It is also provided in the 5th explanation to Clause 3.7that a short-term production loan and an investment loan taken by a farmer shall be counted as two distinct loans and the Scheme will apply to the two loans separately. An eligible amount for debt waiver or debt relief is prescribed under Clause 4.1, whereas ineligibility is recorded in Clause 4.2, which reads thus:-

> “4.2 The following loans shall not be included in the eligible amount:
>
> > (a) advances against pledge or hypothecation of agricultural produce other than standing crop; and
> >
> > (b) agricultural finance to corporates, partnership firms, societies other than cooperative credit institutions (referred to in para 3.4) and any similar institution.”

The Scheme is not applicable to any loan disbursed by lending Institution prior to 31.3.1997. Clause 5.1 provides that in case of a small or marginal farmer, the entire 'eligible amount' shall be waived. Clause 7.8 provides that Reserve Bank of India shall be the nodal agency for the implementation of the Scheme in respect of scheduled commercial banks, urban cooperative banks and local area banks and NABARD shall be the nodal agency in respect of regional rural banks and cooperative credit institutions. Certificate of debt waiver or debt relief has to be issued in terms of Clause 9.1 in case of small and marginal farmers, upon waiver of the eligible amount by the lending institution. The books of account of every lending institution that has granted debt waiver or debt relief under the Scheme, shall be subject to an audit in accordance with the procedure that may be prescribed by RBI/NABARD, whereas Clause 13.1 provides that if any doubt arises on the interpretation of any paragraph of the Scheme or any instruction issued thereunder, the Central Government shall resolve the doubt and the decision of the Central Government shall be final.

13] The learned Senior Counsel appearing on behalf of the Petitioners vehemently contended that the Scheme framed by the Central Government is a self-contained one and has to be made applicable strictly in accordance with the terms recorded in the Scheme and no external criteria so as to defeat the claim of the agriculturists can be applied. It is contended that the concept of Normal Credit Limit which is being applied for disallowing the claims after granting relief under the Scheme is impermissible. The eligibility criteria has been provided under the Scheme which does not refer to the concept of Normal Credit Limit. The Scheme categorically provides that in case of small and marginal farmer, entire eligible amount shall be waived. The definition of 'eligible amount' has been recorded in Clause 4.1 of the Scheme. Thus, in case of a short-term production loan, the amount of such loan (together with applicable interest) (i) disbursed up to March 31, 2007 and overdue as on December 31, 2007 and remaining unpaid until February 29, 2008; (ii) restructured and rescheduled by banks in 2004 and in 2006 through the special packages announced by the Central Government, whether overdue or not; and (iii) restructured and rescheduled in the normal course up to March 31, 2007 as per applicable RBI guidelines on account of natural calamities, whether overdue or not, shall have to be treated as an eligible loan and the application of any external criteria is impermissible. It is submitted that benefits have been granted to the agriculturists strictly in accordance with the guidelines issued under the Scheme and the account statements were prepared, those were audited and benefits have been extended in the year 2008. However, those benefits derived by the agriculturists are sought to be withdrawn behind their back by taking unilateral decision at the instance of Respondent Nos. 2 and 3 after a lapse of three and half years. Petitioners contend that the concept of Normal Credit Limit cannot be made applicable so as to defeat the claims of the agriculturists after a lapse of so many years. The Scheme has been brought about by the Central Government in order to grant relief to the small and marginal farmers and the Scheme stipulates the waiver of entire eligible amount. According to the Petitioners, the credit sanctioned by the PACS beyond Normal Credit Limit cannot be construed as an ineligible loan under the Scheme. The ineligible loan as defined under the Scheme specified (a) advances against pledge or hypothecation of agricultural produce other than standing crop; and (b) agricultural finance to corporates, partnership firms, societies other than cooperative credit institutions (referred to in para 3.4), and any similar institution. Considering definitions of eligible and ineligible loan, parameter which is sought to be applied at the instance of Respondent Nos. 2 and 3 in respect of Normal Credit Limit is outside the scope of the Scheme.

14] The contention raised by the Petitioners appears to be acceptable since such a concept of Normal Credit Limit is out side the scope of the Scheme. Apart from this, whether any particular loan in respect of which waiver has been granted is beyond Normal Credit Limit involves a fact finding exercise and such an exercise with a view to defeat the claim of the individual agriculturist after benefit has been extended cannot be undertaken behind his back. In the instant matter, Respondents have taken steps to debit the amount in the account of the Petitioners and other agriculturists under the pretext that the excess claim raised is beyond normal credit limit, without extending an opportunity of hearing to them, as such, the said action is bad and liable to be struck down. It must be noted that the Petitioners and other agriculturists have been extended benefits under the Scheme and the amount has been credited and the loan liability has been wiped out. In such circumstances, benefits those have been granted cannot be taken away and the Accounts of the concerned agriculturists cannot be shown to be debited with the amount behind their back. The belated action proposed to be taken, apart from being violative of principle mandating providing an opportunity of hearing to the agriculturists, also deserves to be disapproved on the ground of belated action striping off the poor agriculturist class of little financial assistance provided under the beneficial Scheme formulated by the Union Government. It cannot be a matter of debate that small and marginal farmers in the State require financial support for their betterment and their upliftment from the category of 'below poverty line'. A study is conducted by Tata Institute of Social Sciences (TISS) in respect of farmers' distress. Reference of the study finds place in the judgment delivered by Division Bench of this Court in *Secretary, All India Biodynamic & Organic Farming Association Vs. Principal Secretary of the Government of Maharashtra and Others*[1]. The report identifies fundamental problem faced by farmers, namely, a substantial increase in the cost of cultivation as a result of higher input prices without corresponding increase in the prices realized by farmers of agricultural produce. The major reasons which led the farmers in taking extreme step of suicide are summarized in the report as follows:-

1 2006 3 BCR 867

(i) Heavy indebtedness that the cultivators find themselves in society. This indebtedness is not an overnight phenomenon that occurred suddenly. It has its roots in the credit policy that has been followed over a number of years.

(ii) Indebtedness itself results from a mismatch in the cost of production and the support price and the market price that the cultivators receive at the end of every cropping cycle;

(iii) Field data suggests that there have been repeated crop failures in the last four years. These crop failures have resulted in a reduction in the productivity of the land due to a variety of reasons. These reasons could be due to the overuse of fertilizers, pesticides and reliance on HYV seeds and now to some extent on genetically modified seeds such as Bt. Cotton. Thus, crop failure becomes a cyclical phenomena and not a one-time occurrence;

(iv) Heavy indebtedness is spreading across land holding patterns. In that context, the small and the medium sized cultivator is the most affected of the lot, through the large landholder in the rain-fed areas of the State, too, is coming under strain;

(v) In the context of availability of credit, field data suggests that even after 70 years of Independence, private money lending remains the single largest source of credit to small and marginal farmers. This is so because the banking sector is fast moving out of the credit delivery mechanism;

(vi) Cultivation in Maharashtra is primarily rain-fed. Thus, the subsidy given on fertilisers and pesticides, irrigation and electricity does not touch the small/marginal and medium sized landholder, as cultivation is deprived of an assured irrigation source. Thus, those who are cultivating cash crops that require irrigated water have to perforce rely on rainfall that is fickle at the best of times. This puts the system under tremendous stress. The cash crop becomes a kind of compulsion, as subsistence farming alone does not provide for the need of liquid capital that the cultivator needs for survival. More and more, the small and marginal farmers are pushed into compulsory cash crop cultivation that is having a spiral effect in terms of the debit crisis;

(vii) The access to an information base that the cultivators have largely come from the agents of fertiliser and seed companies. The Government extension machinery is not visible in the sense that it could provide an objective database in information to cultivators; and

(viii) There is a total absence of any safety net for cultivators, especially the small and the medium ones.

15] The National Commission for farmers was constituted on November 18th, 2004 under the Chairmanship of Professor M.S. Swaminathan. The terms of the reference mandates making suggestions on various issues and one of the issues relates to policy reforms to substantially increase flow of rural credit to all farmers. It is noted in the report that major cause of agrarian crisis are unfinished agenda in land reform, quantity and quality of water, technology fatigue, access, adequacy and timeliness of institutional credit, and opportunities for assured and remunerative marketing. It is recommended that the farmers need to have assured access and control over basic resources, which include land, water, bioresources, credit and insurance, technology and knowledge management and markets.

16] The question posed in the instant Petition deserves to be addressed taking into consideration ground realities as regards distress and difficulties faced by class of marginal and small agriculturists. Apart from point of view of sufferings, the point of view of financial resources crunch faced by the class of marginal and small farmers also needs to be looked into from the humanitarian and social point of view and realistic approach needs to be adopted. Looking from the point of view of distress faced by the class of small and marginal farmers, it would not be permissible to take away financial benefits already accrued to the Petitioners and other agriculturists who are similarly placed without extending an opportunity to them to meet the objection. It would also be impermissible for the Respondents to apply criteria outside the parameters laid down under the Scheme and for withdrawing the benefits already extended to the agriculturists. Respondents therefore deserve to be directed not to apply the criteria of Normal Credit Limit for taking away benefits already extended to the marginal and small farmers, Petitioners and other similarly situated agriculturists and it is accordingly directed. It would, however, be open for Respondents to investigate and pursue remedies in respect of cases and accounts where it is noticed that benefits have been extended beyond the parameters laid down under the Scheme of 2008 and in cases of fraudulent claims or any other such valid ground.

17] In view of directions as above, Writ Petition is disposed of. Rule is made absolute to the extent as specified above. No costs.

(A.S. GADKARI, J.) **(R. M. BORDE, J.)**