IN THE COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR
PUBLIC INTEREST LITIGATION NO.103/2015
(Rajesh Khanna s/o Manikrao Gautam vs. State of Maharashtra and others)

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's orders	Court's or Judge's order

CORAM : **B.P. DHARMADHIKARI & MRS. SWAPNA JOSHI, JJ.**
DATED : **1st November, 2017.**

1. Heard Adv. Karode for petitioner; AGP. (Smt) Barabde for respondent nos.1 to 4,7 and 8, Adv.Ghare for respondent no.5 and Adv. Pophaly for respondent no.6.

2. The petitioners claim amount of crop Insurance for year 2010-11.

3. During arguments, Adv.Karode has submitted that no specific period of claim has been mentioned in the PIL. From pleadings and from representations, it appears that there has been crop failure consistently for 4 to 5 years. According to him, for all those years, the petitioner and other farmers have insured with respondent no.6.

4. Our attention has been invited to communication dated 9th September, 2016 sent by Chief Officer (Loans) of respondent no. 5-Bank to District Deputy Registrar stating that all proposals for crop insurance along with premium amount, were consolidated and sent to respondent no.6, within time.

5. The petitioner before this Court himself being an agriculturist, has placed on record list of about 300 agriculturists who are similarly suffering.

6. The respective counsel for respondent nos.6, 7 and 8 are relying upon the reply-affidavit .

7. According to Adv.Pophally, during year 2010-11 as average yield was above 50%, in terms of insurance policy, there was no crop failure and hence claims are not payable at all. He further submits that each agriculturist is duty-bound to file his claim and after its receipt, as per law, it is processed and then amount due and payable is worked out. He invited attention to assertions in reply-affidavit to show how till date the respondent no.6 has discharged its obligation by paying insurance amount to farmers in Gondia District by honouring claims worth Rs. 25,04,67,577/-.

8. However, material on record does not show that only if average yield is 50% or below, the insurance policy can be invoked. The petitioner, in public interest, has also not pointed out any such provision. The petitioner is not sure whether any individual claims were preferred for insurance amount. Reply sent by Bank to District Deputy Registrar mentioned *supra,* prima facie, demonstrates that farmers in Gondia District have insurance and may be eligible to claim benefit of crop insurance. Certain facts therefore need to be looked into. Those facts cannot be adjudicated upon by this court in this jurisdiction.

9. We, therefore, permit the petitioner and such other agriculturists in Gondia District as are interested in claiming

amount of crop insurance to approach the respondent no.8-Collector within four week from today. If they make such representation, the respondent no.8-Collector or his delegate shall then undertake necessary scrutiny to find out whether the concerned applicants have insurance, whether there was crop failure and whether they are entitled to insurance amount. For said purpose, respondent no.5-Bank and respondent no.6-Insurance Company, shall extend necessary cooperation to such Officer.

10. This exercise shall be completed within next four months.

11. The amount due and found payable shall be then released to individual agriculturist in his Bank account as per the procedure, within next two months. Acceptance of such amount shall not preclude any individual agriculturist from challenging the exercise undertaken.

12. With these directions, we dispose of PIL. No costs.

JUDGE **JUDGE**

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