



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **17.06.2022**

CORAM

THE HON'BLE MR.JUSTICE R.VIJAYAKUMAR

WEB COPY

W.P. (MD) .No.11610 of 2012

S.Gurusamy

... Petitioner

Vs.

1.The District Collector,
Sivagangai District.

2.The Divisional Engineer (Horticulture),
District Agricultural Office,
Sivagangai.

3.The Regional Manager,
The Agricultural Insurance Company of India Limited,
Andhra Building 1st floor,
Thambu Chetty Street,
Parry's Corner,
Chennai.

4.The Branch Manager,
Pandyan Grama Bank,
Adhigarai Branch,
Sivagangai District.

... Respondents

PRAYER : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to call for the records pertaining to the impugned order dated 29.05.2012 passed by the first respondent herein in his proceedings bearing Vi.Va.28/2009 and quash the same and directing the respondents herein to assess the loss of banana crop during 2010-2011 in Ilayangudi Taluk in accordance with law and with a further direction directing the third respondent to settle the crop insurance claim of the petitioner.

For Petitioner : M/s.Jeena Rita David
for M/s.Porkodi Karnan

For Respondents : Mr.N.Muthu vijayan
Special Government Pleader
for R1 and R2
Mr.R.Sundar Srinivasan
for R4
No Appearance
for R3



ORDER

The present writ petition has been filed challenging an order of the District Collector, under which a request for crop insurance due to damage caused to Banana crops was rejected.

2. The second respondent has filed a counter explaining the procedure to be followed for grant of crop insurance due to damage to the crops. As per the counter, unless the average yield is lesser than the threshold yield or the guarantee yield of a particular firkha, the insured agriculturist would not be entitled to the insurance amount. Further it is contended in the counter that as far as the firkha in dispute is concerned, there is no short fall and the average yield is greater than the threshold yield or the guarantee yield. Since this is part of the insurance scheme and only as per the terms of the insurance scheme, the petitioner has subscribed to the said insurance scheme, any legal liability on the part of the respondents would arise only based upon the terms and policy conditions of the said scheme.

3. Since the respondents have pointed out that as per the scheme they are not entitled to, I do not find any legal right in favour of the writ petitioner to quash the impugned order and issue a Mandamus, directing the respondents to disburse the crop insurance. That apart, an insurance policy is a contract between the parties. Though the Government has floated the said insurance scheme, it still continues to be a contract between the parties.

4. Hence, there is no scope of this Court to interfere in the impugned order. This Writ Petition stands dismissed. No costs.

Sd/-

Assistant Registrar (C.O)

// True Copy //

/06/2022

Sub Assistant Registrar (CS)

gbg



To

1.The District Collector,
Sivagangai District.

2.The Divisional Engineer (Horticulture),
District Agricultural Office,
Sivagangai.

+1 CC to M/s.R. SUNAR SRINIVASAN, Advocate (SR-26659[F] dated 20/06/2022)

+1 CC to M/s.SPL.GP (SR-26794[F] dated 20/06/2022)

+1 CC to M/s.POLAX LEGAL SOLUTIONS, Advocate (SR-26868[F] dated 20/06/2022)

Order made in
W.P. (MD) .No.11610 of 2012
17.06.2022

SS(28/06/2022) 3P 6C