**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**105** **CWP-3459-2020**

**Date of Decision:05.09.2022**

**State Bank of India** **.....Petitioner**

**Versus**

**State of Haryana and others** **.....Respondents**

**CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.**

**Present: Mr. Abhinav Gupta, Advocate,
for the petitioner.**

**Mr. Vivek Chauhan, A.A.G., Haryana.**

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**<u>VINOD S. BHARDWAJ , J.(Oral)</u>**

Prayer in the instant civil writ petition filed under Articles 226/227 of the Constitution of India is for issuance of a writ in the nature of certiorari for setting aside the communication bearing Memo No.9358 dated 22.08.2019 (Annexure P-13) as being at deviance than the decision taken in the meeting held on 02.07.2019 (Annexure P-11).

Learned counsel appearing on behalf of the petitioner has submitted that the impugned decision dated 22.08.2019 vide Memo No.9358 has made a reference to the decision taken in the meeting held on 02.07.2019 and circulated vide endorsement dated 10.07.2019 which such decision was actually not taken in the said meeting and as such, the aforesaid decision conveyed by the Director General, Agriculture & Farmers Welfare

Department, is liable to be set aside. There is no challenge to the decision taken in the meeting held on 02.07.2019 and the directions issued thereunder.

In order to appreciate the aforesaid controversy, the relevant extract of the decision taken in the meeting held on 02.07.2019 is reproduced as under:-

> *"4. Case where banks not entered the data on portal, but premium deposit to insurance company in time and premium not return to bank by the insurance company in time, then insurance company have to pay the claim."*

The communication bearing Memo No.9358 dated 22.08.2019 which is being impugned reads as under:-

> *"Para(1) "After deliberate discussion, it was decided that case where banks not entered the data on GOI portal and premium amount was returned to bank by insurance company timely, then the concerned bank have to pay the claim of affected farmers".*

Learned counsel appearing on behalf of the petitioner-Bank contends that even though the decision taken in the aforesaid meeting held on 02.07.2019 was to the effect that where the banks had not entered the data on the portal and the premium deposited with the Insurance Company was not returned to the bank by the Insurance Company in time, then the Insurance Company is to be held liable, however, in the communication sent by the Director General, Agriculture & Farmers Welfare Department, it has been stated that where the bank had not entered the data on the portal and the premium amount was returned by the Insurance Company in time, the bank has been held liable. He submits that his grievance is only to the effect that they have quoted it as being a decision of the meeting held on 02.07.2019 whereas the decision recorded in the said meeting does not state the same.

Learned counsel for the petitioner-Bank further submits that the dispute has now arisen between the petitioner-Bank and the Insurance Company as regards the timely return of the insurance premium. Whereas the bank contends that the premium had not been returned in time, the Insurance Company claims that the premium had been duly returned in time.

In so far as the aforesaid dispute is concerned, the same is an *inter se* dispute between the petitioner-Bank and the respondent-Insurance Company. This Court in exercise of its jurisdiction under Articles 226/227 of the Constitution of India would not enter into a disputed question of fact being raised by the respective parties.

In so far as the reference to the decision taken in the meeting held on 02.07.2019 and the extract quoted in the aforesaid Memo No.9358 dated 22.08.2019 is concerned, a mere incorrect quotation does not in any manner give a cause of action to the petitioner-Bank to impugn the said decision since the quotation in fact is in consonance with the decision taken in the meeting dated 02.07.2019 itself. Whilst, the decision of 02.07.2019 stated that in case the insurance premium is not returned by the Insurance Company in time, the Insurance Company would be liable; the communication states that where the premium has been timely returned, the bank would be liable. The same is actually and in reality the same decision in letter and intent which was taken in the presence of the parties. He does not tend to make out any new position of fact or a deviance from the decision taken in the presence of the parties on 02.07.2019. The foundation of the present civil writ petition is thus not well laid. The instant civil writ petition is accordingly dismissed.

The petitioner-Bank, however, shall be at liberty to raise the disputed questions of fact before an appropriate forum as available to it in accordance with law.

**September 05, 2022** **(VINOD S. BHARDWAJ)**
**seema** **JUDGE**

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No