

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.270 of 2023

1. Akhileshwar Prasad Singh Son of Shresth Narayan Singh, Resident of Village- Rupahra, P.O. and P.S. Rupahra, District East Champaran.
2. Guddu Kumar Son of Sri Shri Narayan Ray, Resident of Vilalge Samhuti, P.S. Salempur, District Sheohar.
3. Siyaram Ray Son of Ram Chalitar Ray, Resident of Rewasi, P.S. Rewasi, District- Sheohar.

... .. Petitioner/s

Versus

1. The Union of India through the Principal Secretary, Ministry of Agriculture, Department of Agriculture and Co-operation, Krishi Bhavan, New Delhi.
2. The Principal Secretary, Ministry of Agriculture, Department of Agriculture and Co-operation, Krishi Bhavan, New Delhi.
3. The Assistant Director (Credit), Department of Agriculture and Co-operation, Krishi Bhavan, New Delhi.
4. The States of Bihar, through its Principal Secretary, Department of Agriculture and Farm Welfare, Govt. of Bihar, Main Secretariat, Patna
5. The Principal Secretary, Ministry of Earth Science, Indian Metrological Department, Metrological Centre, Patna.
6. The Principal Secretary, Department of Agriculture and Farm Welfare, Govt. of Bihar, Main Secretariat, Patna.
7. M/S Agriculture Insurance Company of India Ltd., (hereinafter referred to as Insurance Company for the Sake of Brevity), through its Chairman cum Managing Director, Plate B and C, 5th Floor, Block 1, East Kidwai Nagar, New Delhi- 110023
8. The Chairman cum Managing Director, M/S Agriculture Insurance Company of India Ltd., Plate B and C, 5th Floor, Block 1, East Kidwai Nagar, New Delhi- 110023
9. Sri Malay Kumar Poddar the Present Chairman-cum-Managing Director, M/S Agriculture Insurance Company of India Ltd., Plate B and C, 5th Floor, Block 1, East Kidwai Nagar, New Delhi- 110023
10. The Deputy General Manager, M/S Agriculture Insurance Company of India Ltd., Plate B and C, 5th Floor, Block 1, East Kidwai Nagar, New Delhi- 110023
11. The Chief Manager, M/S Agriculture Insurance Company of India Ltd., Plate B and C, 5th Floor, Block 1, East Kidwai Nagar, New Delhi- 110023
12. The Regional Manager, M/S Agriculture Insurance Company of India Ltd., 1st Floor, Yunus Corporate, S.P. Verma Road Patna.- 800001

... .. Respondent/s



Appearance :

For the Petitioner/s : Mr.Mohit Agarwal, Advocate
For the Respondent/s : Dr. K.N. Singh (ASG)
Mr. Sarvesh Kumar Singh, AAG-13

**CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)**

(The proceedings of the Court are being conducted by Hon'ble the Chief Justice / Hon'ble Judges through Video Conferencing from their residential offices/residences. Also the Advocates and the Staffs joined the proceedings through Video Conferencing from their residences/offices.)

Date : 20-01-2023

Petitioners have prayed for following relief (s) :-

“i] For quashing of the Letter dated 13.06.2022 passed by the Respondent Regional Manager, Agriculture Insurance Company Ltd. whereby the representation filed by the petitioners pursuant to the direction issued by this Hon'ble Court vide order dated 25.03.2022 passed in CWJC No. 2841 of 2022 without deciding on the quantum of payment of claims made to the farmers at large insured under the Rainfall Insurance Scheme (Kharif – 2020) despite specific direction of this Hon'ble Court;

ii] For issuance of appropriate writ[s] in the nature of mandamus commanding the Respondents to reconsider the payment of insurance claim to the farmers of districts of West Champaran, East Champaran, Muzaffarpur, Sitamarhi and Sheohar under the Rainfall Insurance Scheme (Kharif - 2020) which has been arbitrarily and dishonestly denied to them in spite of the fact that as per the Weather Report the farmers are entitled for damages caused due to rainfall as insured under the Policy;

iii] For issuance of appropriate Writ(s) in the nature of mandamus commanding the Respondents particularly, the Respondent Insurance Company to discharge their legal obligation in terms of Rainfall Crop Insurance Scheme for Kharif crop during



2020 for ensuring the payment of claim to the farmers of West Champaran, East Champaran, Muzaffarpur, Sitamarhi and Sheohar which has been denied to them in utter discrimination;

iv] For issuance of appropriate direction to the Respondents, Agriculture Insurance Company of India Ltd. for paying compensation for actual crop loss to insured farmers during Kharif season of 2020 which was covered under the Rainfall Crop Insurance Scheme - (Kharif 2020) with interest from the date of claim till the date of payment as the claim of the farmers of the district of West Champaran, East Champaran, Muzaffarpur, Sitamarhi and Sheohar has been wrongly denied;

v] For declaration that the Respondent had floated the scheme of Rainfall Insurance Scheme Kharif, 2020 with an object to provide risk management aid to the farmers but have arbitrarily denied the benefits to them; or any other relief or reliefs as it may be deem fit in the facts and circumstances of the present case.”

After the matter was heard for some time, finding the Court not in favour of the submissions made across the Bar, learned counsel for the petitioners, under instructions, states that the petitioners shall be content if the petition is disposed of, with liberty to initiate appropriate proceedings before the appropriate forum and to take recourse to such other alternate remedies which are equally efficacious in law.

Prayer allowed.

The petition is disposed of with the liberty aforesaid.

Liberty reserved to the petitioners to take recourse



to such other remedies as are otherwise available in accordance with law.

It stands clarified that all issues of fact and law are left open to be agitated before the competent authority.

Interlocutory application(s), if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

KC Jha/chn

AFR/NAFR	
CAV DATE	
Uploading Date	24.01.2023
Transmission Date	

