

18th December,
2023
(AK)
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W.P.A. 13390 of 2021

Sahadeb Gorai
Vs.
IDBI Bank Limited and others

Mr. Kazi Sajjad Alam
Ms. Afsana Khatun

...for the petitioner.

Ms. Soni Ojha
Ms. Gunja Puchasia

...for the Bank.

1. Affidavit-of-service filed in court today be kept on record.
2. Learned counsel for the petitioner contends that the petitioner is an agriculturist and under the concerned scheme, a substantial portion of the premium for the crop insurance of the petitioner is required to be paid by the State through the respondent-Bank.
3. However, the respondent-Bank has not made such payments which has jeopardized the insurance policy itself.
4. Learned counsel for the petitioner places reliance on Clause 11 of the concerned document which appears at page-17 of the writ petition.
5. As per Clause 11 of the concerned Notification dated November 29, 2019, the State Government will bear

full premium for all crops except for commercial crops. For potato and sugarcane (which is being grown by the present petitioner) the maximum premium to be paid by the farmer will be 4.85% and the rest, if any, will be borne by the State Government as premium subsidy.

6. It is argued by the Bank that the petitioner has not given the authorization to the Bank for making such disbursal. Moreover, the petitioner has failed to pay his portion of the premium.

7. A bare perusal of the concerned Notification shows that there is no provision therein that as a pre-requisite for disbursal by the Bank, the Bank is to ascertain whether the petitioner has paid his share of the premium.

8. Rather, it is contended by the petitioner that as per the scheme, the amount payable by the petitioner is automatically deducted from the loan account of the petitioner at the outset.

9. In any event, I do not find anything in the Scheme to mandate a pre-requisite of the petitioner giving any further authorization to the Bank and/or the petitioner's share being a pre-condition for the Bank disbursing its own share of the premium.

10. Thus, the defence of the Bank cannot be accepted.

11. Accordingly, WPA 13390 of 2021 is disposed of by directing the respondent-Bank to start making payments

of its share of the premium for the crop insurance of the petitioner.

12. The arrears in such premiums which have already fallen due shall be cleared off by the Bank within a fortnight from date.

13. Subsequent payments of premium shall be made by the Bank, with regard to the share payable by it, regularly thereafter.

14. For such purpose, the respondent/Insurance Company shall extend the time for filing the premium and, as and when paid by the Bank, deem the said payments to be valid for the crop insurance to subsist.

15. The parties shall act on the server copy of this order, without insisting upon prior production of a certified copy thereof.

There will be no order as to costs.

Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)