BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : **28.11.2023**

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THE HONOURABLE **MR.JUSTICE N.ANAND VENKATESH**

W.P.(MD)No.19795 of 2020

1.Narayanan
2.Pandi
3.Chandran
4.Nagalakshmi
5.Muthu
6.Mahalingam ...Petitioners

/Vs./

1.The District Collector,
Sivagangai District,
Sivagangai.

2.The Assistant Director of Agriculture,
Sivagangai District, Sivagangai.

3.The Branch Manager,
The Sivagangai District Central Cooperative Bank Ltd.,
466, Kamarajar Road, Illayangudi Post, Sivagangai.

4.The Manager,
Oriental Insurance,
669 Anna Salai,
2nd Floor, Kamala Arcade,
Chennai-600 006.

5.RS.741, Aranaiyur Primary
Agricultural, Cooperative Credit Societies,
Represented by the Administrator,
Ilayankudi Taluk, Sivagangai District. . ...Respondents

(R5 is Suo Motu Impleaded Vide order of this Court dated 16.10.2023 in WP(MD)No.19795 of 2020.)

PRAYER:- Petition - filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus directing the respondents to pay the Agriculture Insurance amount of the petitioners for their Paddy of the year of 2017-2018, 2018-2019, 2019-2020 as per the premium amount to their crops, within the period that may be stipulated by this Court.

For Petitioners : Ms.C.Madhusri
For Respondents : Ms.S.Jeyapriya (R1 & R2)
Government Advocate
Mr.D.Shanmugarajasethupathi (R3)
Mr.C.Karthik (R4)
Mr.T.Amjadkhan (R5)

ORDER

This writ petition was filed for issuance of writ of mandamus, directing the respondents to pay agricultural insurance amount to the petitioners for paddy crops for the years 2017-18, 2018-19 and 2019-20.

2. When the matter came up for hearing on 21.11.2023, this Court passed the following order:-

> *"Pursuant to the earlier order passed by this Court, the matter was posted for hearing today.*
>
> *2.Mr.C.Karthick, learned Counsel appearing on behalf of the fourth respondent, by placing reliance upon the counter affidavit, submitted that the Insurance Company came into picture only for the year 2019-20. The learned Counsel, by placing reliance upon paragraph 2 of the counter affidavit, submitted that even for the year 2019-20, the loss was suffered only insofar as the Red Chillies crop was concerned and the compensation amount was also paid. All the other crops had high yield and therefore, no compensation was payable by the fourth respondent.*
>
> *3.The learned Government Advocate, on instructions, submitted that the petitioners are the members of the fifth respondent Society and that they had also paid the premium amount. It was further submitted that when the claim was made for compensation for the loss in yield, the District Collector had informed that there was high yield for all the three years pertaining to the crops that were cultivated by the petitioners and therefore, no compensation amount is payable to the petitioners. The learned Government Advocate submitted that he will get written instructions in this regard and submit the same before this Court.*
>
> *4.Post this case under the same caption on 28.11.2023."*

3. Pursuant to the above order, the second respondent has filed a counter affidavit along with the particulars of the claim settlement details.

4. Insofar as insurance amount claim for the year 2017-18, the following stand has been taken in paragraph 6 of the counter affidavit, which is extracted hereunder:-

> *"6) It is submitted that, these 6 petitioner's insured villages namely Aranaiyur and Sothugudi of Ilayangudi block received claim percentage of 17.72% and 20.34% respectively during the year 2017-18 Paddy II crop season. Eligible crop insurance compensation of all the 6 farmers was already credited into their bank accounts in Indian overseas bank and Sivagangai district Central Co-operative bank. The implementing insurance company for the corresponding year (ICICI Lombard) 2017-18, had credited the eligible claim of the petitioners into their bank account in the month of June 2019, thereby there is no pendency in claim settlement to these 6 petitioners for the year 2017-18 crop season."*

To substantiate the above stand taken in the counter affidavit, the details have also been provided with respect to the amount that was paid to each of the petitioners and the bank accounts to which it was credited for the year 2017-2018.

5. Insofar as the claim made for the year 2018-19, it is stated in paragraph 7 of the counter affidavit as follows:-

> *"7) It is further submitted that the crop insurance claim amount of all these petitioners for their insured crops in revenue villages Aranaiyur and Sothugudi for the year 2018-19 had been settled to them as per the guidelines and the claim percentage of above villages are respectively 56% and 93.58%. The implementing insurance company (MS Cholamandalam GIC) had credited the eligible claim into the petitioner's bank account in Sivagangai district central Co-operative bank."*

To substantiate the above stand taken in the counter affidavit, the details have also been provided with respect to the amount that was paid to each of the petitioners and the bank accounts to which it was credited for the year 2018-2019.

6. Insofar as the claim insurance made for the year 2019-2020, the following stand has been taken in paragraph No.9 in the counter affidavit and the same is extracted hereunder:-

> *"9) It is respectfully submitted that the petitioner's crop insured revenue villages (Aranaiyur and Sothugudi) are ineligible to receive crop insurance claim for the year 2019-20, since the actual yield of Crop Cutting Experiments conducted in Aranaiyur revenue village (4.150 kg, 6.780 kg, 8.385 kg and 11.010 kg) is 1905 kg/hectare which is comparatively more than*

Threshold yield of Aranaiyur 1150.50 kg/hectare, thus Aranaiyur village is ineligible to receive Paddy insurance claim for the year 2019-20 as per the Operational guidelines and for Sothugudi revenue village, the actual yield of Crop cutting experiments conducted in the year 2019-20 Paddy II crop season (12.125 kg, 10.50 kg, 9.20 kg and 11.050 kg) is 2672 kg/ha which is comparatively more than the Threshold yield of Sothugudi village i.e.1130.70 kg/ha. As per the illustrations stipulated for claim calculation vide PMFBY Operational guidelines, these 2 revenue villages are not eligible to receive crop insurance claim for Paddy crop, since the year was considered as a normal year in the aspect of rainfall, in turn production and productivity. Moreover two petitioners had received Red chillies claim compensation also for the year 2019-20 from the Oriental Insurance company."

7. It is clear from the above that the petitioners have been paid the insurance claim amount for the years 2017-18 and 2018-19 and unfortunately, the petitioners did not mention these facts in the affidavit filed in support of this writ petition. This tantamounts to concealing material facts.

8. Insofar as the year 2019-2020 is concerned, the reason that has been assigned in paragraph No.9 of the counter affidavit shows that there was high yield insofar as the paddy crop is concerned and the concerned year was considered to be a normal year in terms of rain fall, production and productivity.

Therefore, no insurance claim amount was paid for paddy crop during this year to the petitioners. Insofar as red chilli is concerned, this Court had recorded the fact that the compensation amount was paid by the fourth respondent insurance company to two of the petitioners.

9. In the light of the above discussion, the relief as sought for by the petitioners is not sustainable and this writ petition stands dismissed. No costs. Consequently, connected miscellaneous petition is closed.

28.11.2023

NCC : Yes/No
Internet :Yes/No
Index :Yes/No
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N.ANAND VENKATESH, J.

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TO:-

1.The District Collector,
Sivagangai District,
Sivagangai.

2.The Assistant Director of Agriculture,
Sivagangai District, Sivagangai.

Order made in
W.P.(MD)No.19795 of 2020

Dated:
28.11.2023