



W.P.(MD)No.19437 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED :09.10.2023

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

W.P.(MD)No.19437 of 2020

Thangamani. P,

... Petitioner

Vs

1. The Secretary to Government,
Chief Minister Special Cell,
Secretariat, Fort St.George ,
Chennai - 9..

2. The District Collector,
District Collector Office, Sivagangai ,
Sivagangai District.

3. The Director,
Agricultural Director Office, Chepackam,
Chennai - 5..

4. The Joint Director,
Agricultural Joint Director Office,
Sivagangai , Sivagangai District.

5. The Tahsildar,
Tahsildar Office, Karaikudi ,
Sivagangai District.



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6. The Secretary,
The Primary Agricultural Cooperative
Credit Society , Kallal , Sivagangai District.

7. Cholamandalam Ms.General Ins,
Urance, Company Ltd., 2nd Floor ,
Dare House, No.2, Snc Bose Road, Chennai -
600001, India..

... Respondents

PRAYER : Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Mandamus, directing the Respondents 2 to 7 herein to take necessary action to give 75 percentage crop Insurance amount to the petitioner for the payment of crop insurance for the year 2018-2019 by making necessary corrections in the respondents 2 to 7 office computer as Kallal Pirka, keelapoonkudi instead of Wrong entry of Sembanur by considering petitioner representation dated 12/11/2020 within stipulated time fixed by this Court

For Petitioner	:Mr.Muthukumar. S,
For Respondents	:Mr.K.S.Selvaganesan for R1 to R5 Additional Government Pleader Ms.K.R.Shivashankari for R7

ORDER

This writ petition has been filed for the issue of a writ of mandamus directing the respondents 2 to 7 to take necessary action to ensure payment of 75% of the crop insurance amount to the petitioner for



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the year 2018-19 by considering the representation made by the petitioner on 12.11.2020.

2. The case of the petitioner is that he is having agricultural lands in Kallal firka, Keelapoongudi village. The petitioner was paying the crop insurance regularly. The petitioner made a claim for crop insurance for the year 2018-19 and he was paid only 25% of the insurance amount by the 7th respondent. The petitioner approached the 6th respondent and sought for the payment of 75% of the crop insurance amount and at that point of time, the petitioner was informed that there has been a mistake in the particulars given to the 7th respondent, whereby the agricultural land belonging to the petitioner was recorded to be situated at Kalla firka, Sembanoor village instead of Keelapoongudi village. In view of this mistake, the petitioner was not able to receive the balance 75% of the crop insurance. The petitioner gave various representations in this regard. Since the same was not considered, the present writ petition has been filed before this Court for appropriate direction.



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3. The respondents 1 to 6 have filed counter affidavit. On going through the counter affidavit, it is seen that there was some discrepancy in the place that was mentioned in the portal. When the same was pointed out by the 7th respondent, a clarification was sought for from the 6th respondent society and thereafter the 6th respondent society had carried out necessary corrections with respect to nearly 34 applications on 23.10.2019. It has been further stated that this clarification given by the 6th respondent ought to have been taken into consideration by the 7th respondent and the 7th respondent should have fulfilled 100% settlement towards insurance claim. According to the 6th respondent, 103 farmers were paid only 25% instead of 100% due to this discrepancy, which was subsequently clarified. The respondents have therefore stated that the 75% amount as claimed by the petitioner must be paid by the 7th respondent.

4. The learned counsel for the 7th respondent brought to the notice of this Court the guidelines that were given and specifically placed reliance upon guideline 17.2 and the relevant portion is extracted hereunder:

“17.2.... Banks are required to upload the insured farmers data mandatorily on the National Crop Insurance



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portal. No other platform shall be used for uploading/submission of farmers' dataa. These farmers whose data is uploaded on the National Crop insurance portal shall only be eligible for Insurance coverage and accordingly, the premium subsidy will also be released. In cases where farmers are denied crop insurance due to incorrect/partial/non-uploading of their details on portal, concerned banks/intermediaries shall be responsible for payment of claims to them.”

5. The learned counsel submitted that wherever any mistake has been committed in making the entries in the portal, the same cannot be rectified after the cut off date and in all those cases, it is the concerned banks/intermediaries, who will be responsible for the payment of the claims made by the farmers. The learned counsel, therefore, submitted that it is the 6th respondent, who has to make the payment to the petitioner.

6. Heard the learned counsel for the petitioner, the learned Special Government Pleader for the respondents 1 to 6 and the learned counsel for the 7th respondent.

7. In the considered view of this Court, the petitioner is a farmer



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and the petitioner cannot be made to run from pillar to post for getting the insurance claim for the loss suffered by him. Even according to the petitioner, the 75% crop insurance amount is only to the tune of Rs.88,475/-. For this amount, the petitioner is struggling from the year 2020 onwards. According to the 6th respondent, already clarification has been given with regard to the wrong mentioning of the village and hence, it must be acted upon by the 7th respondent and the amount must be released in favour of the petitioner. According to the 7th respondent, no correction can be entertained after the cut off date and it is only the 6th respondent, who will have to pay the claim amount. This Court is dealing with the interest of a farmer and the petitioner cannot be allowed to suffer in the crossfire between the 6th and 7th respondents.

8. In view of the above, there shall be a direction to the 7th respondent to settle the 75% crop insurance in favour of the petitioner within a period of four weeks from the date of receipt of a copy of this order. If according to the 7th respondent, it is only the 6th respondent, who will have to pay this amount, it is left open to the 7th respondent to make the



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claim from the 6th respondent.

This writ petition is disposed of with the above terms. No costs.

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NCC :Yes/No

Index :Yes/No

RR

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N.ANAND VENKATESH, J.

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