



W.P(MD)No.11901 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 12.02.2024

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.11901 of 2020

M.Senthilkumar

... Petitioner

Vs.

1.The District Revenue Officer,
Virudhunagar.

2.The Agriculture Joint Director,
Virudhunagar Collectorate Campus,
Virudhunagar – 626 002.

3.Agriculture Insurance Company of India Ltd.,
Regional Head Office,
Chennai.

... Respondents

*(R3 is suo motu impleaded vide order dated
11.01.2024 in W.P.(MD)No.11901 of 2020 by
GRSJ)*

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to call for the records pertaining to the order in Letter No:E6/4716/2019(1) passed by the 2nd Respondent dated 02.07.2020 and quash the same and in consequence thereof directing the 2nd respondent to give the monetary damages to the petitioner immediately.



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For Petitioner : Mr.J.Mathesh

For Respondents : Mr.T.Villavankothai,
Addl. Government Pleader for R1 & R2.
Mr.D.Srinivasaragavan,
Standing Counsel for R3.

ORDER

The writ petitioner is an agriculturist. The case on hand pertains to fasli 1429 (2019 – 2020). It is not in dispute that the petitioner had remitted the requisite premium under Pradhan Mantri Fasal Bima Yojana (PMFBY). The petitioner suffered total crop loss, even though he planted paddy crop over four acres. The petitioner's claim for payment of insurance amount was rejected by the second respondent vide communication dated 02.07.2020. Challenging the same, the present writ petition came to be filed.

2.The learned counsel for the petitioner reiterated all the contentions set out in the affidavit filed in support of the writ petition and called upon this Court to grant relief as prayed for.

3.The second respondent as well as the third respondent have filed counter affidavits and the learned Additional Government Pleader as well as the



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learned standing counsel took me through their contents and submitted that the impugned communication does not warrant interference. They pressed for dismissal of the writ petition.

4.I carefully considered the rival contentions and went through the materials on record. The learned standing counsel for Agriculture Insurance Company of India Limited took me through the insurance scheme. It is seen therefrom that the object of the scheme is to provide insurance cover for the notified area. As and when, there is crop failure, assessment is made for arriving at what is known as threshold yield. The Field Level Officers will have to submit a report as to the shortfall between the threshold yield and the actual yield and based on the same, the insurance amount is paid. The petitioner's agricultural lands are situated at Velaneri village, Thiruchuli Taluk. The said area had reported actual yield far in excess of threshold yield. After going through the relevant clauses in the insurance scheme, I am satisfied that the scheme contemplates only satisfaction of group claims and not individual claims. All the other farmers had planted regular paddy. The petitioner on the other hand had opted for short-term crop and that is why, while the petitioner suffered crop loss, the other farmers were able to harvest good yield.



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5.I, therefore, cannot fasten any liability on the Agriculture Insurance Company of India Limited. This writ petition is dismissed as far as the third respondent is concerned.

6.In the impugned communication, the second respondent had claimed that the petitioner had failed to pay heed to the advice given by the officials to drain the water from his land and that is why, the crops got destroyed. I am not able to buy this defence. No farmer would wantonly allow the water to accumulate in his land and not drain the same. Section 114 of the Indian Evidence Act enables the Court to have due regard to the normal course of events. Any farmer would act as a prudent person and not wilfully conduct himself so as to incur crop loss.

7.In the operational guidelines governing the scheme, there is a provision for addressing what is known as localized calamity. Clause 5.2.4 reads as follows:-

“Localized calamities: Loss/damage to notified insured crops resulting from occurrence of identified localized risks of hailstorm, landslide, inundation, cloud burst and natural fire due to lightning affecting isolated farms in the notified area.”



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8. In the case on hand, there was heavy rain fall during the relevant period and as a result, the petitioner's field got inundated. Inundation is one of the circumstances contemplated under the scheme. The scheme in fact provides for insurance cover at the individual farm level also for crop loss due to occurrence of the calamities mentioned above. But then, this is an add-on cover and would be available only if the cover is notified by the State Government. In this case, there does not appear to be any such notification. In fact, the authorities did not even forward the petitioner's claim to the third respondent. They had rejected the claim at their level itself.

9. The petitioner is a poor farmer. He does not appear to be well educated. When premium was collected from the petitioner, the authorities ought to have clarified that he cannot make any claim for any localized calamity. In other words, the petitioner ought to have been told that he would stand or fall with the other farmers in the notified area. Such clarification was not provided to the petitioner. The petitioner is bothered only about himself. He had remitted the premium only under the bonafide impression that if he incurred crop loss, he would be compensated. The petitioner was not instructed that he should not opt for short-term crop. The officials of the agriculture department were duty bound to provide appropriate counselling and guidance to the farmers. They



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had miserably failed to do so. Admittedly, the petitioner had suffered crop loss.

He had remitted premium. Therefore, he has to be compensated by the District Administration. Of course, in the case on hand, the compensation cannot be granted to the extent claimed by the petitioner. But then, some kind of ex-gratia will have to be given by the District Administration to the petitioner. I, therefore, direct the respondents 1 and 2 to pay ex-gratia to the petitioner taking into account the overall crop loss suffered by the petitioner. Such an amount shall be paid by the respondents 1 and 2 to the petitioner within a period of twelve weeks from the date of receipt of a copy of this order.

10.It is my suggestion that the State Government should consider bringing the individual farmers under the add-on cover also so as to compensate them in the case of localized calamity.

11.The impugned communication is set aside and the writ petition is allowed on these terms. No costs.

12.02.2024

NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
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WEB COPY

To:

- 1.The District Revenue Officer,
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G.R.SWAMINATHAN, J.

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