IN THE HIGH COURT OF JUDICATURE AT BOMBAY, NAGPUR BENCH, NAGPUR

CRIMINAL APPLICATION (APL) NO.1592 OF 2024

1. Rakesh Jain,
age : 54 years, occupation: Managing Director & CEO,
Reliance General Insurance Company Limited.

2. Prakash Thomas,
age: 51 years, occupation: President and Head
Government Business,
Reliance General Insurance Company.

3. Rizwan Ahammad Kembhavi,
age: 48 years, occupation: Vice President-Government
Business,
Reliance General Insurance Company Limited.

4. Vijay More,
age: 44 years, occupation: Deputy Vice President-Govt.
& Rural Business,
Reliance General Insurance Company Limited.

5. Pramod Patil,
age: 38 years, occupation: Assistant Vice President-
Govt. & Rural Business,
Reliance General Insurance Company Limited.

6. Swapnil Ghule,
age: 32 years, occupation: Manager-Govt.& Rural
Business,
Reliance General Insurance Company.

All Official Address at : 6th floor, Oberoi Commerce-1,
International Business Park, Oberoi Garden City,
Western Express Highway, Goregaon East,
New Mumbai, Maharashtra. ….. **Applicants.**

:: VERSUS ::

1. The State of Maharashtra,
through Police Inspector
City Police Station Yavatmal,
district Yavatmal.

2. Pradeep Kundalik Wahane,
age: 51 years, occupation: Statistics Officer
district Agricultural Officer
Yavatmal.

3. The State of Maharashtra,
through District Superintendent Agriculture Officer
Yavatmal.

4. The State of Maharashtra,
through Deputy Director of Agriculture,
Central Building Pune.

5. Union of India,
through the CEO, PMFBY,
Department of Agriculture and Farmers Welfare,
Ministry of Agriculture and Farmers Welfare,
Krushi Bhavan.
New Delhi-110001. ….. **Non-applicants.**

Shri S.V.Manohar, Senior Counsel assisted by Shri Amit Kukday, Advocate for the Applicants.
Shri M.J.Khan, Addl.P.P. for NA Nos.1, 3 and 4/State.
Mrs.Archana Murrey, Counsel Appointed for NA No.2.
Shri Pankaj Navlani, Counsel for NA No.5.

CORAM : URMILA JOSHI-PHALKE &
NANDESH S.DESHPANDE, JJ.

CLOSED ON : 20/11/2025
PRONOUNCED ON : 01/12/2025

JUDGMENT (Per : Urmila Joshi-Phalke)

1. The present application is preferred by the applicants under Section 528 of the BNSS for quashing of the FIR in connection with Crime No.1088/2024 lodged with the Yavatmal City Police Station, Yavatmal under Section 420 read with 34 of the Indian Penal Code.

2. The applicant No.1 is the Managing Director and CEO of the Reliance General Insurance Company Limited (RGICL) and applicant No.2 is the President and Head Government Business Group of the Company. The applicant Nos.1 and 2 are the persons related to the policy

decisions. The FIR is registered against them on the basis of a report lodged by Pradip Pundlik Wahane as Technical Officer (Statistics) Recruitment, District Superintendent, Agriculture Office, Yavatmal. As per the report, the State Government and the Union of India, in order to extend financial support to the farmers suffering from crop loss due to unnatural calamities and to ensure the farmers continuous in farming and for encouraging them, introduced as “Pradhan Mantri Fasal Bima Yojana” (PMFBY). RGICL was nominated as implementing agency i.e. Public Insurance Company. As per the PMFBY, the Government has committed to indemnify poor agricultural by providing them insurance to their crops. As per the Scheme, the farmers were required to pay only Re.1/- per application as share of farmers’ premium and remaining amount of farmers’ premium to be paid by the State Government and the Central Government equally 50-50 percent. In order to effectively implement the Scheme, the Central Government has issued Operational Guidelines and the State Government has issued Government Resolution dated 23.6.2023. The applicants company was selected and thus was responsible for claim compensation to the affected farmers based on the claim settlement protocol defined in the Operational Guidelines and the Government Resolutions. The detail Government Resolution was passed. In total, from 110 revenue circle of Yavatmal district, 366989 farmers participates in the PMFBY Scheme and 844757 application of crop applications were received. It is alleged that the applicants, who are responsible officers, have not considered the claim of the various farmers and thereby duped them. On the basis of the said report, the police have registered the crime against the applicants. It is further alleged that the applicants have suppressed the fact that they have appointed separate agency for getting loss assessment. On the contrary, they have stated that they have given information about appointment of Surveyors. The names of the Taluka and District Level Surveyors of the applicants, who have not signed any of loss assessment forms, the applicants ought to have disclosed that they have appointed different agencies for carrying out the loss assessment and thus the offence under Section 420 of the IPC is made out.

3. Heard learned Senior Counsel Shri S.V.Manohar for the applicants, who submitted that as per the Memorandum of Understanding (MoU), the applicants have been selected as Insurance Company for cluster No.9 from competitive bidding. As per Clause-1, the Scheme is implemented as per the Risk and Profit Sharing Model (CUP and CAP) Model 80:110 Profit:Risk) i.e. claims exceeding 110% of the gross premium will be liability of

the Government all surplus in excess of 20% of the market premium will returned by the Insurance Company to the Government. This means that the Insurance Company cannot retain more than 20% of the premium. From this premium to be retained, all the outgoing expenditures have to be borne by the Insurance Company. He further submitted that as far as the grievances of the farmers are concerned, a Redressal Mechanism has been set up. The mechanism is from Taluka Level Committee. There is a District Level Committee. Thereafter, there is a State Level Redressal Level Committee and, thereafter, there is a National Level Redressal Committee. These Committees have been given task to examine grievances and disputes as well as the additional claims. Except the allegation that there have been lapses in calculating the premium, there is no averment against the applicants as far as the offence under Section 420 of the IPC is concerned. There is no averment in the complaint that there was an intention to cheat right from the inception. The applicant Nos.1 to 6 are top level officers of the Management of the Company. There is not even a single averment raised against any of those officers. They have been simply joined because they are officers of the Company. He further submitted that a short question arises for consideration is, whether on the face value on the basis of allegation, the offence under Section 420 of the IPC is made out. He submitted that even accepting the allegations as it is, there is nothing on record to show that there was intention since inception. Bare reading of the FIR and chargesheet shows there are no allegations that there was fraudulent or dishonest intention to cheat the Government from the beginning of the transactions. Even, there are no specific allegations and averments in the FIR/chargesheet that the applicants were incharge of administration and management of the

Company and thereby they are vicariously liable. In the light of the aforesaid, the prayer of the applicants to quash the criminal proceeding is required to be considered. He submitted that the main allegations can be said to be against the Company. The Company has not been made accused. The allegations are restricted to the extent that the claims of some of the farmers are not considered and the same are rejected. By no stretch of imagination, it can be said that this act of the applicants would be sufficient to attract the offence under Section 420 of the IPC. For all above these reasons, the application deserves to be allowed.

4. *Per contra*, learned Additional Public Prosecutor Shri M.J.Khan for the State submitted that as per the allegations, the agricultural officer received first complaint about non-receipt of insurance money. Thereafter, so many complaints are received from the

farmers complaining therein that they have not received the insurance money from the Insurance Company. On 9.8.2023, the District Superintendent of Agriculture Office, Nagpur issued letter about details of appointment of loss assessor by the Insurance Company. Again, on 24.8.2023, the said officer has sent reminder to the Insurance Company. On 5.9.2023, the Taluka Agriculture Officer sent a letter to the Insurance Company in respect of Abhishek Patange, who is loss assessor, who alleged to have demanded money from the farmers for getting insurance amount. Thereafter, similar complaints are received as far as demand of money from the assessor is concerned. The District Superintendent of Agriculture Officer wrote to the Insurance Company seeking explanation about delay in settling the claim. Thereafter, an explanation was also called as to the act of loss assessor. Thereafter, on 4.12.2023, meeting of the Taluka

Crop Insurance Redressal Committee was held and in the said meeting, RGICL was directed to start function of the Insurance Company and Taluka Level to disburse the claim amount and to submit details of the panchanama and educational qualification of the loss assessor. In the said meeting, officers namely Swapnil Lule and Nilesh Jadhao of the Insurance Company were present. It is further alleged that on 5.12.2023, the Collector in the capacity of Chairman, District Redressal Forum, passed an order directing the Insurance Company to act for the panchanamas and disburse the amount to the farmers. The Insurance Company has challenged the said order of the Collector before the Divisional Commissioner, Agriculture Department wherein the Insurance Company has accepted its fault while cross inspection. On 13.12.2023, the Superintendent of Agriculture Department issued a communication to the District

Administrator of the Insurance Company requesting to start functioning of full time office at District and Taluka Level. It is also stated in the communication that various complaints have been received. It is submitted that the applicant No.1 is the Managing Director who is incharge of the whole affairs of Insurance Company and also responsible for the criminal liability, as well. The applicant Nos.2, 3, and 5 are signatories of the MoU between the Government and Reliance Company they are authorized by the Insurance Company to look after the said claim and applicant Nos.4, 5 and 6 are local representatives of the Insurance Company and they are authorized by the Insurance Company for implementation of the Scheme. The Insurance Company has provided list of their officers and their designations. For implementation of the PMFBY Scheme, the Government has flouted tender and, thereafter, RGICL was appointed as implementing agency. Therefore, the appointed Company is duty bound to obey the clauses in the bid. It is responsibility of the implementing agency to settle the claim of the farmers within a prescribed time. However, the Insurance Company has not settled the claims in a prescribed time line. It is further alleged that the officers of Insurance Company were involved in malpractices, manipulations, and loss reporting. The registration of the FIR is on the basis of the investigation carried out and various statements of the witnesses recorded. It revealed during the investigation that the officers of the Reliance Company have prepared forged and fabricated crop panchanamas. Thus, a prima facie case is made out against the applicants and, therefore, the application deserves to be rejected.

5. In support of his contentions, learned Additional Public Prosecutor for the State has placed reliance on following decisions:

> **(1) Rajesh Bajaj vs. State NCT of Delhi and ors, reported in AIR 1999 SC 1216;**
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> **(2) M.Krishnan vs. Vijay Singh and anr, reported in AIR 2001 SC 3014;**
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> **(3) State of Delhi vs. Gyan Devi and ors, reported in AIR 2001 SC 40, and**
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> **(4) State of M.P. Vs Awadh Kishore Gupta and ors, reported in (2004)1 SCC 691.**

6. On hearing both the sides and perusing the investigation papers, it is not in dispute that PMFBY Scheme was launched in the 2016 by the Government of India. It aims at providing risk cover to the Indian Farmers from production vulnerabilities with the key feature being highly subsidiaries and affordable premium for the

farmers. The beneficiary farmers pay nominal share of the premium and difference between the actual premium and farmers' share of premium is subsidized and share between the Central Government and the State Government. The entire Scheme is administered by the Ministry of Agriculture and Farmers Welfare, Government of India and is implemented uniformly in participating State/Union Territory on a voluntary basis. The PMFBY is implemented through the Revamp Operational Guidelines (ROG), which provides a detailed end to end guideline and processor from enrollment to claim settlement including grievance redressal for proper implementation. The actual operations under the Scheme are covered by ROG and advisories issued by the Government of India which set out modalities and manner in which the Scheme would given effect. The details of the provisions of the ROG are comprehensive. By the lapse of time, there have been various improvements made in the original Scheme for Risk Transfer Mechanism through insurance and the Government of India for the Tender Cycle Kharip 2023 Pre-Rabi 25-26 came up with a revised Scheme vide its letter dated 3.4.2023. It further reveals that in CUP and CAP (Model 80:110 Profit:Risk) the insurance company's liabilities are restricted upto maximum 110% of the gross premium and if the losses are less than 80%, the balance premium stands refunded to the Government. The Insurance Company does not get higher profit and also it is not oblige to settle all reported claims as seasonable claims cost beyond 110% are to be borne by the State Government.

7. To implement the Scheme, the State of Government invited bids from the various Insurance Companies. The State of Maharashtra accordingly obtained to cover the crop insurance risk by CUP and CAP

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Method and in this method, the implementing Insurance Companies are under an obligation to return seasonal surplus for the season in excess of 20% of the gross premium for the cluster. Upon opening the bids, RGICL was allotted with a Cluster-9 comprising of districts Yavatmal, Amravati, and Gadchiroli in pursuance of the tender process. Accordingly, Notification was issued on 26.6.2023 by the Department of Agriculture and Animal Husbandry, Dairy Development, and Fisheries through the Assistant Secretary to the Government of Maharashtra appointing the RGICL as implementing agency for Cluster-9 from Kharip 2023 Season to Rabi 2-25-2025 Season. In terms of the ROG and Notification, a MoU was executed between the RGICL and the State Government on 30.6.2023. During the period of implementation i.e. July to December 2023, large number of individuals claims were received for which Joint Loss Assessment Surveyors were necessary. The RGICL solicited the District Administration Participation through several communications, but finally completed assessment of approximately 4.68 lacs intimations and settled eligible claims of Rs.285.00 crores thereby certain grievances during this period addressed at the district level for resolution of grievances, the District Redressal Grievances Committee, Yavatmal was established for addressing the said grievances. The various attempts were made to resolve the issue of the non-eligible farmers and ultimately vide its decision dated 5.12.2023 the District Collector Yavatmal directed the RGICL to accept the assessment made under the NDRF surveys for determining compensation in case of ineligible claims under the PMFBY for Kharib 2023 Season. The RGICL considering the fact that this being the contrary to the operational guidelines filed representation before the State Redressal

Grievances Committee in view of Clause-30 of the ROG and Clause-18 of the Notification. The said Committee vide its decision dated 4.7.2024 directed non-applicant NO.3 to inform the Insurance Company about the farmers' losses under The National Disaster Response Fund (NDRF) within two days and the RGICL should finalize such loss percentage based on circlewise rainfall statistics and the information of the farmers who have suffered losses under the NDRF. It further reveals that various deliberatoins and pursuations were there with the State Authorities. In fact, ROG itself is self comprehensive to take care of the various grievances regarding inadequacy of compensation , the defect if any alleged by the individuals and other stakeholders in the process and any other irregularity if they noticed, the provisions of the ROG provided for appropriate redressal mechanism for the same. Despite the clear provisoins of the ROG, it was insisted to settle the illegible claim in absence of valid data.

8. Considering the submissions made by learned Senior Counsel for the applicants, it would be approrpirate to see the Government Notification and the terms and conditions in the said Government Notification.

9. As to the assessment of the loss, it is specifically laid down in the Government Notification dated 26.6.2023, which states as under:

> **"ई) नुकसान निश्चिती व अहवाल सादर करणे**
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> १) विमा कंपनीने माहिती प्राप्त झाल्यापासून ४८ तासांच्या आत नुकसानीचे मुल्यांकन निश्चित करण्यासाठी विहित अनुभव व शैक्षणिक पात्रतेच्या निकषानुसार पर्यवेक्षकाची नियुक्ती करावी, यामध्ये कोणत्याही विषयाची पदविका व दोन वर्षाचा अनुभव किंवा कृषि व संलग्न विषयाची पदवी व १ वर्षाचा अनुभव अपेक्षित आहे. त्याचप्रमाणे सेवानिवृत्त कृषि/फलोत्पादन/कृषि विस्तार शाखेचे अधिकारी , सेवानिवृत्त बँक

अधिकारी ज्यांना पीक कर्ज वाटपाचा अनुभव आहे त्यांची नियुक्ती करता येईल.

२) पीक नुकसानीचे सर्वेक्षण संयुक्त समिति मार्फत करण्यात येईल ज्यात विमा कंपनीचा पर्यवेक्षक, तालुका स्तरावरील कृषि अधिकारी आणि संबंधित शेतकरी यांचा समावेश असेल.

३) पुढील १० दिवसांच्या आत नुकसानीचा अहवाल तयार करण्यात यावा.

४) नुकसानीचा अहवाल प्राप्त झाल्यानंतर १५ दिवसांच्या आत (विमा हप्ता जमा झाला आहे या अर्टीचे अधिन राहून) नुकसान भरपाई देण्यात यावी.

५) काढणीपश्चात जोखीमकरीता, जर अधिसुचित पिकाचे बाधीत क्षेत्र हे एकूण पेरणी क्षेत्राच्या २५ टक्के पेक्षा जास्त असेल तर अधिसुचित क्षेत्रातील सर्व पात्र शेतकरी हे काढणीपश्चात नुकसान भरपाई मिळण्यास पात्र राहतील. संयुक्त समितीने विहीत प्रमाणात केलेल्या नमूना सर्वेक्षणाचे आधारे विमा कंपनीमार्फत नुकसानीचे प्रमाण ठरविण्यात येईल.

६) स्थानिक आपत्तीच्या जोखीमकरीता, जर बाधीत क्षेत्र हे अधिसुचित विमा क्षेत्राच्या २५ टक्के पर्यन्त असेल तर वैयक्तिक स्तरावर व २५ टक्के पेक्षा जास्त असेल तर अधिसुचित क्षेत्रातील पात्र शेतकऱ्यांना (विमा

योजनेत सहभागी झालेले व पिकाचे नुकसान विहित वेळेत पूर्वसूचना दिलेले) नुकसान भरपाईस पात्र ठरेल.

7) नुकसानीचा अहवाल प्राप्त झाल्यानंतर १५ दिवसांच्या आत विमा कंपनी अनुदेय नुकसान भरपाई अदा करेल.

८) स्थानिक नैसर्गिक आपत्ती या बाबी अंतर्गत पिक नुकसानीच्या सूचना कापणीच्या तारखेपर्यंत देता येतील. सर्वसाधारण कापणीच्या १५ दिवसांच्या दरम्यान स्थानिक नैसर्गिक आपत्तीमुळे झालेल्या नुकसानाचे सर्वेक्षणद्वारे येणारे मूल्यांकन आणि पिक कापणी प्रयोगाची उत्पादकता यांना ५०:५० भारांकन देऊन नुकसान भरपाई निश्चित करण्यात येईल.

९) जर हंगामाच्या शेवटी प्राप्त होणाऱ्या सरासरी उत्पन्नाच्या आधारे निश्चित होणारी नुकसान भरपाई (पीक कापणी प्रयोगावर आधारीत) ही जर काढणी पश्चात नुकसान भरपाई या अंतर्गत मिळालेल्या नुकसान भरपाईपेक्षा जास्त असेल तर नुकसान भरपाईमधील फरक शेतकऱ्यांना अदा करण्यात येईल. परंतु जर काढणी पश्चात नुकसान भरपाई या बाबी अंतर्गत मिळालेली नुकसान भरपाई ही जास्त असेल तर फरकाची रक्कम शेतकऱ्याकडून वसूल करण्यात येणार नाही.

अटी:

१) नुकसानीच्या अधिसुचने अगोदर ज्या शेतकऱ्यांनी विमा हप्ता रक्कम भरली आहे किंवा त्यांच्या खात्यातून विमा हप्ता रक्कम वजा करुन घेण्यात आली आहे असेच शेतकरी सदर मदतीसाठी पात्र राहतील.

२) स्थानिक आपत्ती अंतर्गत जोखमीबाबत शासनामार्फत अग्रीम विमा हप्ता अनुदान (किमान प्रथम हप्ता) प्राप्त झाल्यानंतर विमा कंपनीमार्फत सदरच्या तरतुदीची नुकसान भरपाई देण्यात येईल. परंतु काढणी पश्चात जोखमीबाबत शासनामार्फत अंतिम विमा हप्ता अनुदान (द्वितीय हप्ता) प्राप्त झाल्यानंतरच विमा कंपनीमार्फत सदरच्या तरतुदीची नुकसान भरपाई देण्यात येईल.

३) जर हंगामाच्या अखेरीस पीक कापणी प्रयोगाच्या उपलब्ध माहितीच्या आधारे निश्चित होणारी नुकसान भरपाई ही जर या तरतुदी अंतर्गत मिळालेल्या नुकसान भरपाईपेक्षा जास्त असेल तर दोन्हीमध्ये जास्त होणारी नुकसान भरपाईच्या फरकाची रक्कम हंगामाच्या शेवटी शेतकऱ्याला देय राहील. स्थानिक आपत्तीच्या घटनेनंतर जर शेतकऱ्यांचा सहभाग किंवा विमा हप्ता वजा करुन घेण्यात आला असेल तर असे शेतकरी आर्थिक मदतीस पात्र राहणार नाहीत".

10. As far as responsibility of payment of compensation is concerned, Clause-13 of the said Notification states as follows:

"**१३. नुकसान भरपाईचे दायित्त्व :**

योजनेच्या तरतूदीनुसार नुकसान भरपाईचे दायित्व संबंधीत विमा कंपनीवर राहणार आहे. या योजनेअंतर्गत विमा कंपन्या एका वर्षामध्ये जिल्हा समुहामध्ये एकूण जमा विमा हप्ता रक्कमेच्या ११० टक्के पर्यंतचे दायित्व स्वीकारतील. तथापि, एका वर्षातील देय पिक विमा नुकसान भरपाईची रक्कम, जमा विमा हप्ता रक्कमेच्या ११० टक्के पेक्षा जास्त असल्यास ११० टक्के पेक्षा जास्तीचा भार राज्य शासन स्विकारेल आणि जर देय पिक विमा नुकसान भरपाईची रक्कम जिल्हा समुहामध्ये एकूण जमा विमा हप्ता रकमेपेक्षा कमी असेल तर विमा कंपनी विमा हप्ता रक्कमेच्या जास्तीत जास्त २० टक्के रक्कम स्वतःकडे ठेवेल व उर्वरीत विमा हप्ता रक्कम राज्यशासनाला परत करेल. या अनुषंगाने करावयाची कार्यवाही खालील उदाहरणाव्दारे नमूद करण्यात आली आहे.

परिस्थिती–१ जर जिल्हा समुहामध्ये जमा विमा हप्ता रक्कम १०० कोटी असेल व देय नुकसान भरपाई ११५ कोटी असल्यास विमा कंपनी रुपये ११० कोटी नुकसान भरपाई अदा करेल व राज्य शासन रु.५ कोटी अदा करेल.

परिस्थिती–२ जर जिल्हा समुहामध्ये जमा विमा हप्ता रक्कम १०० कोटी असेल व देय नुकसान भरपाई ७५ कोटी असल्यास विमा कंपनी रुपये ७५

कोटी नुकसान भरपाई अदा करेल, रु. २० कोटी स्वतःकडे ठेवेल व रु. ५ कोटी राज्य शासनास परत करेल".

11. Regarding the redressal of the complaints, there is specific Clause-18, which states as follows:

> "**१८. योजनेंतर्गत शेतकऱ्यांच्या प्राप्त होणाऱ्या तक्रारीबाबत करावयाची कार्यवाही :-**
>
> प्रधानमंत्री पीक विमा योजनेच्या संदर्भात शेतकरी, लोकप्रतिनिधी यांचे मार्फत सातत्याने नुकसान भरपाई न मिळणे / कमी मिळणे, विमा कंपनी कडून प्रतिसाद न मिळणे, विमा कंपनी कडून पिक पंचनामे वेळेत न होणे, बँकांमार्फत शेतकऱ्यांचे अर्ज न स्विकारणे, विमा कंपनीस माहिती सादर करतांना बँकांमार्फत त्रुटी राहणे, / विलंब होणे, विमा कंपनी मार्फत रक्कम प्राप्त झाल्यानंतरही बँकांमार्फत लाभार्थ्यांना विहित कालावधीत अदा न करणे इ. प्रकारच्या तक्रारी प्राप्त होत असतात.
>
> कृषि विभागास प्राप्त झालेल्या तक्रारींवर तातडीने कार्यवाही होणेचे दृष्टीने सतत पाठपुरावा होत असतो. त्यानुसार, प्राप्त होणाऱ्या विविध तक्रारींचे निरसन अनुक्रमे तालुकास्तर, जिल्हास्तर, विभागस्तर व राज्यस्तरावरील समितीमार्फत करणे आवश्यक आहे. सदर प्रयोजनार्थ यापुर्वी शासनाने शासन निर्णय क्र. प्रपिवियो-२०१९/प्र.क्र.०१ /११- से, दि. १२ जुलै २०१९ व दि. ०६ ऑगस्ट २०१९ अन्वये दिलेल्या सुचना विचारात घेऊन तालुकास्तरावर संबंधित तहसीलदार, जिल्हास्तरावर संबंधित जिल्हाधिकारी, विभागियस्तरावर विभागीय आयुक्त, तसेच राज्यस्तरावर

अपर मुख्य सचिव/ प्रधान सचिव/सचिव (कृषि) यांचे अध्यक्षतेखाली खालीलप्रमाणे समित्या स्थापन करणेत येत आहेत.

<u>तालुका स्तरावरील समिती</u>

योजनेसंदर्भात स्थानिक स्तरावरील विविध लोकप्रतिनिधी शेतकरी यांचेकडून प्राप्त होणाऱ्या तक्रारींचे निराकरण स्थानिक स्तरावरच होण्याच्या दृष्टिकोनातून तालुकास्तरावर तहसीलदार यांचे अध्यक्षतेखाली खालील प्रमाणे तक्रार निवारण समिती गठित करण्यात आल्या आहेत.

१) तहसीलदार : अध्यक्ष

२) गटविकास अधिकारी, पंचायत समिती : सदस्य

३) संबंधित मंडळ कृषी अधिकारी : सदस्य

४) शेतकरी प्रतिनिधी (२) : सदस्य

५) अग्रणी बँकेचे तालुका स्तरीय प्रतिनिधी : सदस्य

६) जिल्हा मध्यवर्ती सहकारी बैंक प्रतिनिधी : सदस्य

6) संबंधित विमा कंपनीचे प्रतिनिधी : सदस्य

7) आपले सरकार सेवा केंद्र चालक यांचे प्रतिनिधी : सदस्य

९) तालुका कृषी अधिकारी : सदस्य सचिव

<u>तालुकास्तरीय समितीने पार पाडावयाची कर्तव्ये व जबाबदाऱ्या</u>:

१) योजनेच्या अंमलबजावणी संदर्भात प्राप्त होणाऱ्या शेतकऱ्यांच्या निवारणासाठी योजनेच्या मार्गदर्शक सूचनेच्या अधीन राहून कार्यवाही करणे.

२) योजनेसंबंधी प्राप्त तक्रारींचे अनुषंगाने कार्यवाही करणे.

३) योजने संबंधित आपले सरकार सेवा केंद्राच्या कामकाजावर तालुकास्तरीय नियंत्रण ठेवणे.

४) तालुक्यातील सर्व राष्ट्रीयीकृत / खाजगी / सहकारी बँकेच्या शाखांमार्फत करण्यात येणाऱ्या योजनेच्या सहभागाबाबत सनियंत्रण करणे.

५) नोंदणी संदर्भातील तक्रारींबाबत पडताळणी करून आवश्यकतेनुसार विभागस्तरीय / जिल्हास्तरीय समितीस शिफारस करणे.

<u>जिल्हा स्तरावरील समिती</u>

१) जिल्हाधिकारी : अध्यक्ष

२) जिल्हयाचे जिल्हा अधिक्षक कृषि अधिकारी : सदस्य

३) विमा कंपनीचे प्रतिनिधी : सदस्य

४) जिल्हा अग्रणी बँक अधिकारी : सदस्य

५) जिल्हा उप व्यवस्थापक, नाबार्ड : सदस्य

६) निमंत्रीत तज्ञ (कृषि विद्यापीठ शास्त्रज्ञ / संशोधन संस्था प्रतिनिधी): सदस्य

7) शेतकरी प्रतिनिधी (जास्तीत जास्त ३) : सदस्य

८) कृषि उप संचालक, जिल्हा अधिक्षक कृषि अधिकारी कार्यालय : सदस्य सचिव

विभागीय आयुक्त स्तरावरील समिती

१) विभागीय आयुक्त : अध्यक्ष

२) संबंधित जिल्हयाचे जिल्हाधिकारी : सदस्य

३) विमा कंपनीचे प्रतिनिधी : सदस्य

४) कृषि विद्यापीठ शाज्ञ: सदस्य

५) शेतकरी प्रतिनिधी (जास्तीत जास्त २) : सदस्य

६) संबंधित विभागीय कृषि सह संचालक: सदस्य सचिव

राज्यस्तरावरील समिती

१) अ.मु.स./प्र.स./सचिव (कृषी) : अध्यक्ष

२) आयुक्त कृषी : सदस्य

३) आयुक्त सहकार : सदस्य

४) समन्वयक, राज्यस्तरीय बैंकर्स कमिटी : सदस्य

५) मुख्य सरव्यवस्थापक, नाबार्ड : सदस्य

६) शेतकरी प्रतिनिधी (जास्तीत जास्त २) : सदस्य

७) विधानमंडळ सदस्य (तक्रार प्राप्त विभागामधील) (जास्तीत जास्त २) : सदस्य

८) उप सचिव : सदस्य सचिव

* समिती आवश्यकतेनुसार विद्यापिठे / हवामानशास्त्र विभाग / संशोधन संस्था/कमोडीटी बोर्ड/महाराष्ट्र राज्य सुदूर संवेदन उपयोगिता केंद्र / राज्य टेक्निकल सपोर्ट युनिट मधील तज्ञांना निमंत्रीत करु शकेल.

जिल्हास्तरावरील समितीने तक्रारींचे निरसन करावे. जिल्हास्तरावरील समितींकडे केलेल्या तक्रारींचे योग्य निरसन न झाल्यास विभागीय स्तरावरील समितीने त्या तक्रारींचे निरसन करावे. विभागीयस्तरावर निरसन न झालेल्या तक्रारी राज्यस्तरीय समितीसमोर सादर करण्यात याव्यात. गंभीर स्वरुपाच्या तक्रारी, एकाहुन अधिक जिल्ह्यांशी संबंधीत तसेच नुकसानीची व्याप्ती रु. २५ लाखांहून अधिक असेल अशा तक्रारी राज्यस्तरीय समितीकडे सादर करतील. राज्यस्तरीय समिती तक्रार प्राप्त झाल्यानंतर तात्काळ निकाली काढेल. समितीचा निर्णय सर्व घटकांना मान्य असेल.

प्रधानमंत्री पिक विमा योजनेसंदर्भात न्यायालयीन प्रकरणी दाव्यांचे कामकाज पाहण्यासाठी, शासनाचे वतीने संपुर्ण कार्यवाही करणेसाठी तसेच जिल्हा ग्राहक तक्रार निवारण न्यायमंच येथे दाखल केल्या जाणाऱ्या तक्रारीच्या अनुषंगाने संपूर्ण कार्यवाही करणेसाठी संबंधित जिल्हयाच्या जिल्हा अधिक्षक कृषि अधिकारी यांना प्राधिकृत करण्यात येत आहे.

तालुका, जिल्हास्तरावर योजनेच्या अंमलबजावणी संदर्भात प्राप्त होणाऱ्या शेतकऱ्यांचे तक्रार निवारणासाठी उपरोक्त समित्यांनी मार्गदर्शक सुचनेच्या अधिन राहुन कार्यवाही करावी. जिल्हा, विभागस्तरावर तक्रारींचे योजनेच्या मार्गदर्शक सुचनेनुसार निरसन न झाल्यास कृषि आयुक्तालयस्तरावर सदर प्रकरण संपूर्ण तपशीलांसह विभागीय कृषि सह संचालक यांनी अभिप्रायांसह सादर करावे. राज्यस्तरावर सदर योजनेच्या प्रभावी अंमलबजावणीसाठी आयुक्त, कृषि हे सनियंत्रण व पर्यवेक्षण करतील".

12. Thus, the Government Notification specifically states that in what manner the Scheme is to be implemented and if there is greivance as to non-settlement of the claim, an alternate redressal is already provided in the said Government Notification. The MoU is also executed between the Director of Agriculture (Extention and Trainining), Commissionarate of Agriculture, Maharashtra State, Pune and the

M/s.Reliance General Insurance Company Limtied. As per MoU, Clause-3, the Government published E-Tender on 8.5.2023 for interested empanneled insurance companies for the purpose of implementing the Scheme without any remuneration from the Government of Maharashtra.

Under the heading of **"Whereas, Clause-4"**, it is stated that "the ROG is selected as the Insurance Company for the work for Cluster-9 and the State of Maharashtra from competitive bidding received for the purupose".

Under the heading of **"Now, it is agreed by between the parties hereto**, as the Scheme is implemented as per the Risk and Profit Sharing Model (CUP and CAP) Model 80:110 Profit:Risk) i.e. the seasonal cost of claims exceeding 110% of the gross premium for the cluster shall by be borne by the Government which shall assume a maximum claims liability upto 110% to the gross premium".

The said Clause further states that any seasonal surplus over a period of contract in excess of 20% of the gross premium for the cluster would be refunded to the Government i.e. if the annual loss ratio is less than 80%, then surplus (80%) annual actual loss ratio would be refunded to the Government directives given by the DA and FW by reference F.No.11019/01/2022 credit and (FTS 111875) dated 3.4.2023 regarding the terms and conditions mentioned in Model III CUP and CAP (80:110).

13. As per the allegations in the FIR, the Insurance Companies have executed service agreements with the various agencies. The agreements were signed by the applicant No.2. The agreements were entered into specifically for the purpose of providing loss assessor/survey to the RGICL/applicants. In absence of

any specific provisions in ROG or the Government Resolutions, such averments were made by the applicants. Thus, the same was indirect conflict and breach of the ROG. It is further alleged that the non-applicant No.3 repeatedly by their communications on various occasions have sought information regarding the appointment loss surveyors. However, no such information was provided. ROG also provided the time limit within which the loss assessors were required to submit their reports and the time framed within which loss assessment was required to be completed and claims were required to be settled. None of the time frames were followed by such loss assessors or evaluators. Before carrying out any loss, it was expected from the loss assessors to give prior intimation to the office of the non-applicant No.3 which was not given. As per the allegations, the loss assessors not only demanded money from the farmers but also submitted incorrect and false information regarding the loss sustained by the farmers. Thus, the loss assessors worked without any authority and, thereafter, accepted all loss survey reports by the company and the applicants acted upon them. Despite repeated communications by the Office of the District Agriculture, the applicants did not take any action.

14. Thus, the entire nature of the allegations is that despite various complaints received regarding the loss assessors, no action is taken by the applicants.

15. In fact, perusal of the entire investigation papers shows that there is no specific allegation as far as the present applicants are concerned. On the contrary, it is apparent that the Grievances Redressal Committee is already established for resorting to the modalities of the said grievances. Without approaching the said Grievance Redressal Committees, the informant has lodged the

report contrary to the directions given by the Director of Ministry of Farmers Welfare Department of Agriculture dated 29.10.2024. The said communication is addressed to the Principal Secretary (Agriculture/Horticulture/ Cooperative) of all States in implementing PMFBY/RWECYS. The subject of the said communication was following provisions of Revamp Operational Guidelines for Grievances and Disputes Resolution while ensuring co-operations amongst stakeholders under the PMFBY/RW/RWECIS. Clause-4 of the said communication states that the department is in receipt of representations from the Insurance Companies regarding FIRs being lodged against their management/employees by the District Authorities and the use of legal/criminal laws in various instances especially in relation to claim settlement, which are not in compliance with Guidelines of the Scheme. Such actions may hinder the objectives of the

PMFBY, leading to delays and destruction in its implementations, besides the reducing active participation of the Insurance Company in certain Districts/States thereby leading to less competition in premium prices.

In Clause-5, the directions were given that, accordingly, the State Government are requested to issue suitable directions to the District Administration and concerned Nodal Directors within a State to strictly adherence to the provisions outlined in operational guidelines related to the grievances and dispute resolutions under the Scheme, thereby improving the co-operation amongst stakeholders for effective implementation and execution.

16. The further communication of the Ministry of Agriculture and Farmers Welfare, Government of India was issued on 12.3.2025 by which under Clause-5, it was requested to Principal Secretary, Agriculture & ADF

Department, Maharashtra, Mumbai. The said Clause-5 is reproduced as under:

> "In view of the above, it is requested to review the action taken by District Administration in terms of provisions contained in the operation guidelines of the Scheme (2023), including the grievance redressal mechanism, and issue necessary instructions for adherence and compliance of the same".

17. In view of the above communications, the Director of the Agriculture Department issued communication to the District Administration by communication dated 12.12.2024, which is reproduced as under:

"ईमेलद्वारे जा.क्र. प्रपिवियो/सां.८/अंमब/तक्रार निवा/२-३४४/२०२४

दिनांक: १२/१२/२०२४

प्रति,
मा. जिल्हाधिकारी तथा

अध्यक्ष, जिल्हा स्तरीय पीक विमा समिती, (सर्व)

विषयः प्रधानमंत्री पिक विमा योजने अंतर्गत तक्रारींचे निवारण हे केंद्र शासनाच्या मार्गदर्शक सुचनेतील तरतुदीनुसार करणेबाबत....
संदर्भ: केंद्र शासन, कृषि व शेतकरी कल्याण मंत्रालय यांचे पत्र F.No.१३०१२/०३/२०२१-Credit-II (FTS-९३६०१), दि.२९.१०.२०२४.

उपरोक्त विषयांकित संदर्भीय पत्रान्वये केंद्र शासनाने सुचित केले आहे की , राज्यात प्रधानमंत्री पिक विमा योजना राबविताना विविध समस्या तथा तक्रारी उद्भवतात. सदर तक्रारींचे निराकरण हे केंद्र शासनाच्या पिक विमा योजनेच्या मार्गदर्शक सुचनांस अनुसरुन करणे आवश्यक आहे.

पीक विमा नुकसान भरपाई संदर्भातील तक्रारींच्या अनुषंगाने अनेक ठिकाणी विमा कंपनी विरुद्ध फौजदारी दंड संहिता अंतर्गत तक्रारी दाखल करण्यात येतात, तथापि ही बाब केंद्र शासनाच्या मार्गदर्शक सुचनांचे उल्लंघन करणारी आहे. सदर पार्श्वभुमिवर, पीक विमा योजनेबाबत तक्रारींचे निवारण करताना केंद्र शासनाच्या मार्गदर्शक सुचनेप्रमाणे होईल याबाबत योग्य ती कार्यवाही करण्यास विनंती आहे.

सोबतः केंद्र शासनाच्या संदर्भीय पत्राची प्रत

(विनयकुमार आवटे)
संचालक, कृषि प्रक्रीया व नियोजन
कृषि आयुक्तालय महाराष्ट्र राज्य

प्रत माहितीस्तव सविनय सादरः
१. मा. सचिव कृषि, कृषि व पदुम विभाग, मंत्रालय, मुंबई-३२
२. मा. आयुक्त कृषि, महाराष्ट्र राज्य, कृषि आयुक्तालय, पुणे-१
प्रत माहित्ती तथा आवश्यक कार्यवाहीसाठीः
३. विभागीय कृषि सहसंचालक, (सर्व)
४. जिल्हा अधिक्षक कृषि अधिकारी (सर्व)

18. In the light of the above facts and circumstances, it is to be ascertained whether the

allegations levelled in the FIR are sufficient to attract the offence under Section 420 of the IPC.

19. Admittedly, the entire allegations are levelled against the loss assessors who are service providers and appointed in view of the agreement between RGICL and various service provides. The loss assessors were appointed by the said service provides in view of the said agreement. The Penal Code does not contain in any provision for attaching vicarious liability on the part of the Managing Director or the Directors of the Company. The Insurance Company is a body corporate. There has to be a specific provision fixing such vicarious liability. Even, for the said purpose, it obligatory on the part of the complainant to make requisite allegation which would attract the provisions constituting vicarious liability.

20. Considering the averments in the allegations in the FIR and even the entire investigation papers are

against the RGICL with whom the Government of Maharashtra entered into MoU. Bare reading of the FIR even the investigation papers shows that there are no allegations that there was any fraudulent or dishonest intention to cheat the Government from the very beginning of the transactions. Even, there are no specific allegations in the FIR or the investigation papers that the applicants were incharge of the administration and management of the company and thereby there is vicarious liability.

21. In the light of the aforesaid, it is to be seen whether the offence under Section 420 of the IPC is attracted.

22. The Hon'ble Apex Court in the case of **State of Haryana and ors vs. Bhajan Lal and ors, reported in 1992 Suppl.(1) SCC 335** has categorized the cases by way of illustrations wherein powers under Article 226 of

the Constitution and under Section 482 of the CrPC could be exercised either to prevent abuse of the process or process of any court otherwise to secure the ends of justice. The Hon'ble Apex Court observed that powers under Section 482 can be exercised in following circumstances:

> "(i) where the allegations made in the First Information Report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused;
>
> (b) where the allegations in the First Information Report and other materials, if any, accompanying the F.I.R. do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a

Magistrate within the purview of Section 155(2) of the Code;

(c) where the uncontroverted allegations made in the FIR or 'complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the accused;

(d) where the allegations in the FIR do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation is permitted by a police officer without an order of a Magistrate as contemplated under Section 155(2) of the Code;

(e) where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused;

(f) where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party; and

(g) where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge".

23. Learned Senior Counsel for the applicants placed reliance on the decision in the case of **Sushil Sethi and anr vs. State of Arunachal Pradesh and ors, reported in (2020)3 SCC 240** wherein by referring the decision in the case of **Vesa Holdings Private Limited v. State of Kerala and others, reported in (2015)8 SCC 293** it is held that every breach of contract would not give rise to an offence of cheating and only in those cases breach of contract would amount to cheating where there was any deception played at the very inception. It is further observed and held that for the purpose of constituting an offence of cheating, the complainant is required to show that the accused had fraudulent or dishonest intention at the time of making promise or representation. It is further observed and held that even in a case where allegations are made in regard to failure on the part of the accused to keep his promise, in the absence of a culpable intention at the time

of making initial promise being absent, no offence under Section 420 IPC can be said to have been made out. It is further observed and held that the real test is whether the allegations in the complaint disclose the criminal offence of cheating or not.

24. In the same judgment, another decision of the Hon'ble Apex Court was referred in the case of **Hira Lal Hari Lal Bhagwati v. CBI, New Delhi, reported in (2003) 5 SCC 257** wherein it is held that It is settled law, by a catena of decisions, that for establishing the offence of cheating, the complainant is required to show that the accused had fraudulent or dishonest intention at the time of making promise or representation. From his making failure to keep promise subsequently, such a culpable intention right at the beginning that is at the time when the promise was made cannot be presumed. As there was absence of dishonest and fraudulent intention, the

question of committing offence under Section 420 of the Penal Code, 1860 does not arise.

25. In the present case also, the allegation against the applicants is of incomplete submissions of information and education qualification of appointed surveyors. The allegation of surveyors is asking money while conducting the field survey, is levelled in the FIR. The non-intimation in proper planning and non-conduct of joint surveys, is another allegation levelled against surveyors. The inadequacy of the compensation amount is another allegation levelled in the FIR. In fact, the assessment of the claim is strictly in terms of the ROG. The last allegation is about providing information and settlement of the claims without referring to the joint committee and calculation sheet being not provided.

26. Even accepting the allegations as it is and applying the law laid down by the Hon'ble Apex Court in

the above said decisions to the facts of the case in hand, we are of the opinion that this is a fit case to exercise the powers under Section 482 of the CrPC and to quash the impugned criminal proceeding as even accepting the allegations as it is, at the most, it could be a breach of contract. However, as far as the intention since inception is concerned, nothing is on record to show there was any intention since inception to cheat the Government or the farmers.

27. As observed earlier, the investigation papers and the FIR show the allegations against the applicants that they have committed the offence under Section 420 read with 34 of the CrPC. However, it is required to be noted there are no specific allegations and averments in the FIR and even in the investigation papers, fraudulent and dishonest intention of the applicants from the inception of the transactions. It is required to be noted

that there was a contract between the RGICL and the Government for indemnifying the claims of the farmers. A detailed MoU was executed between the State Government and the Company. A separate Grievance Redressal Committee was established under the said Scheme. The Government Notification which is referred above specifically states that all the grievances are to be addressed through the said Committee. Despite there are directions from the Central Government as well as the State Government to the District Administration, the FIR came to be lodged.

28. In view of the above, we are of a firm opinion that this is a fit case to exercise the powers under Section 482 of the CrPC and under Section 528 of the BNSS to quash the criminal against the applicants for the offence under 420 read with 120B of the IPC. To continue the criminal proceeding against the applicants, would be

abuse of process of law as it is settled law that summoning of an accused in a criminal case is a serious matter. Criminal law cannot be set into motion as a matter of course.

29. Bare reading of the FIR and chargesheet and considering the allegations and in absence of any allegations as to fraudulent and dishonest intention to cheat the Government from the very beginning of the transactions and even there is absence of specific allegation and the averments against the applicants as to how they are vicariously liable, the prayer of the applicants to quash the criminal proceeding is required to be allowed.

30. In this view of the matter, we proceed to pass following order:

ORDER

(1) The Criminal Application is **allowed**.

(2) The FIR in connection with Crime No.1088/2024 lodged with the Yavatmal City Police Station, Yavatmal under Section 420 read with 34 of the Indian Penal Code is hereby quashed and set aside to the extent of the applicants.

(3) Fees of learned counsel Mrs.Archana Murrey appointed for non-applicant No.2 are quantified and the same be paid to her as per Rules.

Application stands **disposed of**. Criminal Application No.1942/2024 also stands **disposed of**.

(NANDESH S.DESHPANDE, J.) **(URMILA JOSHI-PHALKE, J.)**

!! BrWankhede !!