IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

1. CWP-19752-2023
Date of Decision : March 28, 2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SHAMSHER SINGH AND ORS
-RESPONDENTS

2. CWP-12777-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SHYAM LAL AND OTHERS
-RESPONDENTS

3. CWP-20912-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PARMEET AND OTHERS
-RESPONDENTS

4. CWP-20934-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SANDEEP KUMAR AND OTHERS
-RESPONDENTS

5. CWP-21430-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

RAJINDER KUMAR AND OTHERS
-RESPONDENTS

6. CWP-21431-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

DHARAMVIR AND OTHERS
-RESPONDENTS

7. CWP-21432-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

DINESH AND OTHERS
-RESPONDENTS

8. CWP-21433-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

ANITA AND OTHERS
-RESPONDENTS

9. CWP-21434-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

RAJESH AND OTHERS
-RESPONDENTS

10. CWP-21435-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

RAM MEHAR AND OTHERS
-RESPONDENTS

11. CWP-21436-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

KAMLA DEVI AND OTHERS
-RESPONDENTS

12. CWP-21445-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

POONAM AND OTHERS
-RESPONDENTS

13. CWP-21447-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

JAI KUWAR AND OTHERS
-RESPONDENTS

14. CWP-21451-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SURENDER AND OTHERS
-RESPONDENTS

15. CWP-21463-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SOMBIR AND OTHERS
-RESPONDENTS

16. CWP-21465-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

JAI KISHAN AND OTHERS
-RESPONDENTS

17. CWP-21466-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

CHANDVIR AND OTHERS
-RESPONDENTS

18. CWP-21563-2019

BAJAJ ALLIAZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

ROHIT AND OTHERS
-RESPONDENTS

19. CWP-24238-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

VIJAY KUMAR AND OTHERS

-RESPONDENTS

20. CWP-24245-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

SANTOSH AND OTHERS

-RESPONDENTS

21. CWP-24247-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

SURESH AND OTHERS

-RESPONDENTS

22. CWP-24256-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

SITA RAM AND OTHERS

-RESPONDENTS

23. CWP-24264-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PINKY AND OTHERS

-RESPONDENTS

24. CWP-25052-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

SUNITA RANI AND OTHERS

-RESPONDENTS

25. CWP-25062-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD.

-PETITIONER

V/S

SURYA PARKASH AND OTHERS

-RESPONDENTS

26. CWP-25096-2019

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

NARENDER DEV AND OTHERS

-RESPONDENTS

27. CWP-33563-2019

UNION BANK OF INDIA

-PETITIONER

V/S

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD AND OTHERS

-RESPONDENTS

28. CWP-22312-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS

-RESPONDENTS

29. CWP-22379-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

30. CWP-22911-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

31. CWP-22915-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

32. CWP-24287-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S
PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

33. CWP-24309-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

34. CWP-24311-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT KAITHAL AND OTHERS
-RESPONDENTS

35. CWP-24312-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

36. CWP-24313-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

37. CWP-25814-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

38. CWP-25815-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

39. CWP-25820-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

40. CWP-25823-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

41. CWP-25826-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

42. CWP-25835-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

43. CWP-25858-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

44. CWP-25880-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

45. CWP-26032-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

46. CWP-26041-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

47. CWP-26045-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

48. CWP-26065-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

49. CWP-26156-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

50. CWP-26158-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

51. CWP-26164-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

52. CWP-26401-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

53. CWP-26409-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

54. CWP-26419-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

55. CWP-26480-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

56. CWP-27091-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

57. CWP-27093-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

58. CWP-27094-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

59. CWP-27096-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

60. CWP-27097-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

61. CWP-27099-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

62. CWP-27100-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

63. CWP-27101-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

64. CWP-27102-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

65. CWP-27103-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

66. CWP-27104-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

67. CWP-27105-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

68. CWP-27106-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

69. CWP-27108-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

70. CWP-27121-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

71. CWP-27139-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

72. CWP-27148-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

73. CWP-27160-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

74. CWP-27194-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

75. CWP-27209-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

76. CWP-27223-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

77. CWP-27227-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

78. CWP-27234-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

79. CWP-27235-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

80. CWP-27236-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

81. CWP-27237-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

82. CWP-27238-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

83. CWP-27240-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

84. CWP-27243-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

85. CWP-27260-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

86. CWP-27263-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

87. CWP-27268-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

88. CWP-27269-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

89. CWP-27274-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

90. CWP-27277-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

91. CWP-27290-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

92. CWP-27270-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

93. CWP-27498-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

94. CWP-28619-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

95. CWP-28622-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

96. CWP-28623-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

97. CWP-28624-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, JIND AND OTHERS
-RESPONDENTS

98. CWP-28626-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

99. CWP-28629-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

100. CWP-28631-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, JIND AND OTHERS
-RESPONDENTS

101. CWP-28633-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

102. CWP-28634-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

103. CWP-28636-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

104. CWP-28638-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

105. CWP-28639-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

106. CWP-28642-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

107. CWP-28643-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

108. CWP-28645-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

109. CWP-28647-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

110. CWP-28648-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

111. CWP-28649-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

112. CWP-28650-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

113. CWP-28651-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

114. CWP-28653-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

115. CWP-28654-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

116. CWP-28657-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

117. CWP-28658-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

118. CWP-28659-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

119. CWP-28660-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

120. CWP-28678-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

121. CWP-28679-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

122. CWP-28683-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

123. CWP-28686-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

124. CWP-28687-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

125. CWP-28693-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

126. CWP-28712-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

127. CWP-28715-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

128. CWP-28718-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

129. CWP-28719-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

130. CWP-28761-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

131. CWP-29052-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

132. CWP-29053-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

133. CWP-29054-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES, KAITHAL AND ORS
-RESPONDENTS

134. CWP-29056-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

135. CWP-29057-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

136. CWP-29059-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT AND OTHERS
-RESPONDENTS

137. CWP-29060-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

138. CWP-29061-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

139. CWP-29070-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES, JIND AND OTHERS
-RESPONDENTS

140. CWP-29074-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

141. CWP-29075-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

142. CWP-29078-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES, JIND AND ORS
-RESPONDENTS

143. CWP-29080-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

144. CWP-29173-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES, JIND AND OTHERS
-RESPONDENTS

145. CWP-29174-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES, JIND AND OTHERS
-RESPONDENTS

146. CWP-29177-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES, KAITHAL AND ORS

-RESPONDENTS

147. CWP-29178-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS

-RESPONDENTS

148. CWP-29217-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS

-RESPONDENTS

149. CWP-29229-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS

-RESPONDENTS

150. CWP-29253-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

-PETITIONER

V/S

PERMANENT LOK ADALAT, PUBLIC UTILITY SERVICES, KAITHAL AND ORS

-RESPONDENTS

151. CWP-29291-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

152. CWP-29298-2023

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

PERMANENT LOK ADALAT JIND AND OTHERS
-RESPONDENTS

153. CWP-5713-2024

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

RAJ KUMAR AND OTHERS
-RESPONDENTS

154. CWP-2339-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

MAHABIR SON OF GAJE AND OTHERS
-RESPONDENTS

155. CWP-2369-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

BRHAM SINGH AND OTHERS
-RESPONDENTS

156. CWP-2371-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SUBHASH AND OTHERS
-RESPONDENTS

157. CWP-2384-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SHAMSHER SINGH AND OTHERS
-RESPONDENTS

158. CWP-2403-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

MAHABIR SINGH AND OTHERS
-RESPONDENTS

159. CWP-5332-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

SURAJ MAL AND OTHERS
-RESPONDENTS

160. CWP-5403-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

KARAMVIR SINGH AND OTHERS

-RESPONDENTS

161. CWP-5466-2025

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD
-PETITIONER

V/S

JAGDISH AND OTHERS
-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. P.H.S. Pannu, Advocate with
Mr. Sarthak Mehta, Advocate
for the petitioner (Bajaj Allianz General Insurance Co Ltd)
(in CWP-19752-2023, CWP-5332-2025, CWP-5403-2025, CWP-5466-2025, CWP-5713-2024, CWP-2371-2025, CWP-2384-2025, CWP-2369-2025, CWP-2403-2025 & CWP-2339-2025).

Mr. Shashank Shekhar Sharma, Advocate
for the petitioner (Bajaj Allianz General Insurance Co Ltd)
(in remaining cases).

Mr. Sandesh Arora, Advocate
for the petitioner (in CWP-33563-2019) and
for the respondent No.2 (in CWP-12777-2019).

Mr. Rajesh Verma, Advocate
for the petitioner (in CWP-12777-2019).

Mr. Bhupender Singh, D.A.G., Haryana.

Mr. V.K. Sachdeva, Advocate with
Mr. Gaurav Goel, Advocate and
Mr. Mohit Dahiya, Advocate
for the respondent(s)-Bank.

Mr. V.D. Sharma, Advocate
for the respondent No.1 (in CWP-19752-2023).

Mr. Madhav Bansal, Advocate with
Mr. Naveen Jhajholia, Advocate
for the respondent No.1 (in CWP-5466-2025).

Mr. Mahesh Dheer, Advocate
for the respondent No.3 (in CWP-5403-2025).

Mr. Atul Goyal, Advocate
for the respondent No.3 (in CWP-5466-2025).

Mr. Amit Siwach, Advocate with
Mr. Vikram Singh Punia, Advocate and
Ms. Yashasvi Rana, Advocate
for the respondents No.3 to 28 (in CWP-33563-2019).

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KULDEEP TIWARI, J. (ORAL)

1. All these writ petitions are amenable for being decided through a common verdict, inasmuch as, not only the institutor thereof mainly is the same insurance company, but, the relief(s) yearned therein is also alike.

2. To be precise, the common relief(s) besought in all these writ petitions appertains to setting aside the award(s), whereby, the Permanent Lok Adalat(s) has fastened liability upon the petitioner(s)/insurance company to pay the insured amount/deficit insured amount/compensation to the farmer(s) concerned.

3. Before embarking upon the process of gauging the validity of the impugned award(s) and penning down the verdict upon these writ petition, it is deemed apt to initially capture a concise and compendious backdrop of the cases at hand. For the sake of brevity, the facts are being extracted from CWP-28683-2023.

FACTUAL MATRIX

4. The respondent No.2 got his cotton crops (Kharif 2017) insured from the petitioner under the Pradhan Mantri Fasal Bima Yojna

(hereinafter referred to as the 'P.M.F.B.Y.'). This insurance was got done through the respondent No.3/Bank, upon making payment of the sum of premium. During currency of the insurance policy, the cotton crops of the respondent No.2 suffered damaged on account of natural calamity and result thereof was lower yield levels. Consequently, the respondent No.2 moved an application to the Agriculture Department for spot inspection to report the losses/damages of his cotton crops. Accordingly, the officials concerned visited the spot and reported that the respondent No.2 has suffered losses to the tune of Rs.50,000/- per acre, on account of damage to his cotton crops. Thereafter, the respondent No.2 informed the petitioner and the respondent No.3/ Bank about his loss and requested for payment of compensation, however, it did not yield the desired results. Resultantly, the respondent No.2, through making application No.1874 dated 14.08.2018, reported the matter to the District Collector-cum-Chairman, District Level Monitoring Committee, however, all in vain. The non redressal of his grievance constrained the respondent No.2 to institute an application under Section 22-C of the Legal Services Authorities Act, 1987 (hereinafter referred to as the 'Act of 1987') before the Permanent Lok Adalat, Public Utility Services, Kaithal Camp Office at Jind.

5. Upon notice, both the petitioner/insurance company and the respondent No.3/Bank caused their respective appearances before the Permanent Lok Adalat.

6. The respondent No.3/Bank, apart from making formal

objections, opposed the application on the ground that, the same is not maintainable, as the dispute involved payment of insurance claim under the P.M.F.B.Y. Not only this, the respondent No.3/Bank also showed ignorance about the spot inspection and losses suffered by the respondent No.2. However, it was admitted by the respondent No.3/Bank that, they deducted the premium amount from the respondent No.2/farmer(s) for the purpose of insuring crops of paddy and cotton. This premium amount was sent to the petitioner on 07.08.2017 through RTGS, which was duly accepted by it. Moreover, it was admitted by the respondent No.3/ Bank that, they inadvertently uploaded wrong crop details on the web portal and this inadvertence was duly informed to the petitioner via telephone. Not only this, they also sent email dated 18.09.2018, thereby requesting to correct/delete the wrongly uploaded account with wrong crop(s). Ultimately, the respondent No.3/Bank denied its liability to pay the insurance claim on account of damaged crops, rather pleaded that, it is the petitioner/insurance company, which is required to pay the insurance claim to the affected farmer(s), if covered, under the terms and conditions of the policy.

7. The petitioner/insurance company also, besides its taking formal preliminary objections, averred that, the respondent No.2 got his agricultural land/crop insured with it, through his Bank situated at village/notified area Kakrod, District Jind, under the P.M.F.B.Y. covering the crop season of Kharif (Paddy) 2017. On the basis of details provided by the respondent No.3/Bank, through the government portal, describing

the crop details to be insured as "Paddy", the petitioner issued insurance policy bearing No.OG-18-1207-5015-00014649 for paddy, as per the portal data under the operational guidelines of P.M.F.B.Y. Therefore, the said policy was to be governed and operated strictly as per the terms and conditions envisaged under the operational guidelines of P.M.F.B.Y. The petitioner also took a stand that, as per the operational guidelines of P.M.F.B.Y., it was incumbent upon the respondent No.2 to intimate his loss within 48 hours, however, no such intimation was ever made by him to the petitioner. The petitioner also averred that, the intimation for change of crop was, in fact, received by it on 18.09.2017, i.e. after 15 days of the stipulated timeline. The cutoff date for receiving the consolidated data of farmers was 15.08.2017, as per the notification issued by the Government of Haryana for KH-17. Consequently, when the request for change of crop record was received from the respondent No.3/Bank beyond the stipulated timeline, thus the said change was neither possible, nor acceptable under the guidelines made by the government, nor incorporated at the time of issuance of policy.

8. Initially, the Permanent Lok Adalat made efforts to resolve the matter by way of conciliation, however, having remained unsuccessful in its efforts, it proceeded to decide the matter on merits. The Permanent Lok Adalat, through drawing the award dated 26.04.2023, directed the petitioner/insurance company to pay compensation of Rs. 40822/-, as assessed by the Agriculture Department, to the respondent No.2. It was also directed that, in the event of petitioner's failure to pay compensation

within two months, it would be liable to pay Rs. 10,000/- as penalty.

9. The directions enclosed in the award (supra) caused pain to the petitioner/insurance company and propelled it to challenge the same by instituting this writ petition.

ANALYSIS OF THE P.M.F.B.Y.

10. In the year 2016, the Union of India launched the P.M.F.B.Y. and also issued the operational guidelines in respect thereof. The P.M.F.B.Y. commenced from Kharif 2016. It was launched to achieve the objective of supporting sustainable production in agriculture sector by way of providing financial support to farmers suffering crop loss/damage arising out of unforeseen events; stabilizing the income of farmers to ensure their continuance in farming; encouraging farmers to adopt innovative and modern agricultural practices; ensuring flow of credit to the agriculture sector.

11. This Scheme aimed to cover all the farmers including sharecroppers and tenant farmers growing the notified crops in the notified area. This Scheme has two components, i.e., compulsory component and voluntary component. All farmers availing seasonal agricultural operations (SAO) loans from financial institutions (i.e. loanee farmers) for the notified crops would be covered compulsorily, whereas, the Scheme would remain optional for the non-loanee farmers.

12. For implementation of this Scheme, the State Governments/Union Territories are required to issue notification and issuance of such notification will imply their acceptance of all provisions,

modalities and guidelines of the Scheme. Some of the salient features of this Scheme, which are essential for adjudication of the dispute at hand, are reproduced hereunder:-

*"**VII. Sum Insured/Coverage Limit***

1. Sum Insured per hectare for both loanee and non-loanee farmers will be same and equal to the Scale of Finance as decided by the District Level Technical Committee, and would be pre-declared by SLCCCI and notified. No other calculation of Scale of Finance will be applicable. Sum Insured for individual farmer is equal to the Scale of Finance per hectare multiplied by area of the notified crop proposed by the farmer for insurance. 'Area under cultivation' shall always be expressed in 'hectare'.

2. Sum insured for irrigated and un-irrigated areas may be separate.

VIII. Premium Rates and Premium Subsidy

1. The Actuarial Premium Rate (APR) would be charged under PMFBY by implementing agency (IA). The rate of Insurance Charges payable by the farmer will be as per the following table:

S. No.	*Season*	*Crops*	*Maximum Insurance charges payable by farmer (% of sum insured)*
1	*Kharif*	*All foodgrain and Oilseeds crops (all Cereals, Millets, Pulses and Oilseeds crops)*	*2.0% of SI or Actuarial rate, whichever is less*
2	*Rabi*	*All foodgrain and Oilseeds crops (all Cereals, Millets, Pulses and Oilseeds crops)*	*1.5% of SI or Actuarial rate, whichever is less*
3	*Kharif and Rabi*	*Annual Commercial/Annual Horticultural*	*5% of SI or Actuarial rate, whichever is less*

		crops	

2. TSU (Technical Support Unit) shall calculate Loss Cost (LC) i.e. Claims as% of Sum Insured (SI) observed in case of the notified crop(s) in notified unit area of insurance during the preceding 10 similar crop seasons (Kharif/ Rabi) (AIC shall act as TSU till an Independent agency/Technical Support Unit (TSU) in place) based on the latest available yield data in month of February for Kharif crops and August for Rabi crops as per requirement of the States and shall provide to DAC & FW/ Concerned States on request before invitation for premium bidding. This calculation to be done by AIC on behalf of Ministry is for internal purposes to have information on the approximate cost to the IA for covering the risks so as to evaluate the bids in proper perspective.

3. Payment of Government Subsidy:

a) The difference between actuarial premium rate and the rate of Insurance charges payable by farmers shall be treated as Rate of Normal premium Subsidy, which shall be shared equally by the Centre and State. However, the State/ UT Governments are free to extend additional subsidy over and above the stipulated subsidy from its budget. In other words, additional subsidy, if any shall be entirely borne by the State/ UT Government. Subsidy in premium is allowed only to the extent of Sum Insured.

b) Government premium subsidy to the Private empanelled Insurance Companies may be routed through Agricultural Insurance Company (AIC) of India Limited strictly as per the guidelines/ order of the Government. It may be reviewed later and changed accordingly if felt necessary. Accordingly, AIC is empowered to call/ collect all requisite information related to implementation of the Scheme and utilization of Government funds and to share/disseminate the same among the concerned insurance companies and Governments for better planning, implementation and monitoring of the scheme.

c) Government (both Central and States) may release 50% of the total estimated premium subsidy to empanelled insurance companies at the beginning of crop season on the basis of business projection to be submitted by each insurance company subject to fulfillment of General Financial Rule/ guidelines in the matter.

4. Claim Liabilities:

Insurance company shall take all necessary steps to take appropriate reinsurance cover for their portfolio in order to safeguard insured's interest. In case premium to claims ratio exceeds 1:3.5 or percentage of claims to Sum Insured exceeds 35%, whichever is higher, at the National Level in a crop season, then Government will provide protection to IAs. The losses exceeding the above mentioned level in the crop season would be met by equal contribution of the Central Government and the concerned State/ UT Governments. The liability of payment of all claims shall however be of the concerned IAs only. In case of unfulfilment of above mentioned condition, States/ UTs where the losses exceed the above ceiling level insurers shall be responsible to settle the admissible claims.

IX. Seasonality Discipline

1. The cut-off date is uniform for both loanee and non-loanee cultivators. The State-wise cut off dates for different crops shall be based on Crop Calendar of major crops published from time to time by the Directorate of Economics and Statistics, Department of Agriculture, Cooperation and Farmers' Welfare, Ministry of Agriculture and Farmers' Welfare, Government of India. The latest copy of the Crop Calendar is available on the website of Directorate of Economics and Statistics at http://eands.dacnet.nic.in/PDF/Agricultural-Statistics-At-Glance2014.pdf (The crop calendar is elaborated in Appendix IV). However, besides prevailing agro-climatic conditions, rainfall distribution/irrigation water availabilities, sowing pattern etc. the SLCCCI, in consultation with the insurance company *shall fix seasonality discipline of the coverage and other activities in such a way that it does not encourage adverse selection or moral hazards……….*

X. Collection of Proposals and Premium from Farmers

XX XX XX

Option for change of crop name

12. Farmers covered, on voluntary basis, can buy insurance before actual sowing/ planting, based on advance crop planning. However, for any reason if a farmer changes the crop planned earlier, he should intimate the change to insurance company, at least 30 days before cut-off-date for buying insurance or sowing, through financial institution/ channel partner/ insurance intermediary/ directly; as the case may be, along with difference in premium payable, if any, accompanied by sowing certificate issued by concerned village/ sub-district level official of the State. In case the premium paid was higher, insurance company will refund the excess premium.

Similarly, loanee farmers can also change the name of insured crop from the original crops submitted in the loan application but such changes should be submitted in writing to the concerned bank branch well in advance so that their proposed crops should be insured. However changes of non-notified crops to notified crops without submitting the sowing certificate is not permissible. Bank will ensure that all standard loans sanctioned for notified crops within stipulated cut-off date should compulsorily be covered.

13. Declarations/ proposals received from the Banks/ PACS after the cut-off date shall be summarily rejected and the liability, if any, for such declarations shall rest with the concerned bank. Therefore, the Banks/ PACS must not receive any proposal after the cut-off date of coverage. The Banks/ PACS must also ensure that the consolidated statement alongwith the premium amount is remitted to the insurance company within the stipulated time, failing which they shall be responsible for payment of claims, if *any to the farmers. However, any dispute in the matter may be referred to the Department by the concerned State/Agency.*

14. The concerned branches of banks and Nodal Banks/ DCCBs in case of PACS will also collect the list of individual insured farmers (both loanee and non-loanee) with requisite details like name, father's name, Bank Account number, village, categories – Small and Marginal/SC/ST/Women, insured acreage, details of insured land, insured crop(s), sum insured, premium collected, Government subsidy etc. from concerned branch in soft copy also for further reconciliation and send the same to the concerned insurance company within 15 days after final cut-off date for submission of Proposal/ Declaration to insurance company and also upload the same on the crop insurance portal. Same standard format of crop insurance portal will be utilized.

15. Insurance companies may also collect the requisite information in respect of non-loanee farmers from the channel partner in same formats. It is the responsibility of the concerned insurance companies to collect/obtain the details of the insured farmers (both loanee and non-loanee) from the bank/financial institutions/ intermediaries/ agents and facilitate the banks to upload the same on crop insurance portal.

16. Insurance Companies should also verify and be satisfied themselves about the coverage of farmers/ crops and up-load the same in their websites within a month preferably before approaching the Government to release the final installment of subsidy under the scheme.

XI. Assessment of Loss / Shortfall in Yield

Wide Spread Calamities (based on season-end yield)

1. The Scheme operates on the basis of 'Area Approach' i.e., Defined Areas for each notified crop for widespread calamities and insurance unit is Village/ Village Panchayat or any other equivalent unit for major crops and for other crops it may be a unit of size higher than Village/ Village Panchayat level, to be decided by the State/ UT Government. State Government

Department overseeing conduct of CCEs will submit yield data as per cut-off date decided by SLCCCI, along with results of individual CCEs. Yield data will be furnished to Insurance Company by State Government / UT, in accordance with the cut-off dates fixed, and crops and areas notified, based on total number of CCEs being conducted.

2. CCEs shall be undertaken per unit area of insurance per crop, on a sliding scale, as indicated below:

Sl. No.	*Level of Insurance Unit of CCEs*	*Minimum sample size*
1	*District*	*24*
2	*Taluka/Tehsil/Block*	*16*
3	*Mandal/Phirka/Revenue Circle/Hobli or any other equivalent unit*	*10*
4	*Village/Village Panchayat*	*4 for major crops and 8 for other crops*

3. In order to maintain the sanctity and credibility of CCEs as an objective method of yield estimation, the modalities mentioned below will be followed:

a) State shall strengthen audit process of conduct of CCEs, with necessary checks and balances. Digitizing the CCE process including geo-coding (providing the latitude and longitude of the CCE location), date/ time-stamping and with photographs (of the CCE plot and CCE activity), is a must for all CCEs.(Refer para 7)

b) Wherever external agencies are proposed to be used for conducting the CCEs (i.e. CCEs are out-sourced), it should be given only to the registered 'professional' agencies with adequate experience in agriculture field activities/ yield estimation. It is mandatory for these agencies to follow the digital protocol as mentioned in the previous paragraph. Services of such agencies may also be utilized for assessment of Post-harvest loss and losses due to localized risks.

c) States shall maintain 'single series' of CCEs, i.e. the same set of CCEs and Yield estimates are used both for Crop Production estimates and Crop Insurance.

d) In instances where required number of CCEs could not be conducted due to non-availability of adequate cropped area, the yield estimate for such IUs can be generated by using methods as (i) clubbing with neighboring/ contagious units or (ii) adopting yield estimate of next higher unit, or (iii) adopting the yield of neighboring IU with maximum correlation. Priority of applicability of aforesaid three methods should be notified by the concerned States well in advance.

e) The yield estimates at IU level shall be submitted by the State Government within the cut-off date, along with results of individual CCEs to the insurance companies.

f) Insurance company should be given complete access to co-witness the CCEs, as also the digital images of the CCEs and relevant data in the requisite form by the State Government. (as outlined in para XXIV.2.m) A formal letter with the schedule should be given to the IAs sufficiently in advance without fail to help them mobilize the manpower if they so desire.

g) Wherever the yield estimates reported at IU level are abnormally low or high vis-à-vis the general crop condition, the insurance company in consultation with State Government can make use of various products (e.g. Normalized Difference Vegetation Index, etc.) derived from satellite image data or other technologies to confirm the yield estimates. In case of significant differences between these two yield estimates, the matter should be referred to Technical Advisory Committee (TAC) at Centre and its decision shall be final. For resolving such cases, services of the Mahalobanis National Crop Forecast Centre (MNCFC) may be availed by TAC. MNCFC shall examine the above mentioned both the estimates and indicate their views on the yield estimate at IU for the crop season applying technology and other related parameters.

XX XX XX

<u>Assessment of Claims (Wide Spread Calamities)</u>

10. If 'Actual Yield' (AY) per hectare of insured crop for the insurance unit (calculated on basis of requisite number of CCEs) in insured season, falls short of specified 'Threshold Yield' (TY), all insured farmers growing that crop in the defined area are deemed to have suffered shortfall in yield of similar magnitude. PMFBY seeks to provide coverage against such contingency.

'Claim' shall be calculated as per the following formula:

$$\frac{\text{(Threshold Yield - Actual Yield)}}{\text{Threshold Yield}} \text{ X Sum Insured}$$

Where,

Threshold yield for a crop in a notified insurance unit is the average yield of past seven years (excluding a maximum of two calamity year(s) as notified by State Government/ UT) multiplied by applicable indemnity level for that crop.

11. Illustration

In table below, assumed yield of wheat for the last 7 years is given for insurance unit area of "X". Calculation of TY for Rabi 2014-15 season is as under:

Year	*2008-09*	*2009-10*	*2010-11*	*2011-12*	*2012-13*	*2013-14*	*2014-15*
Yield (Kg/ha)	*4500*	*3750*	*2000*	*4250*	*1800*	*4300*	*1750*

The years of 2010-11, 2012-13 and 2014-15 were declared natural calamity years.

Total of yields of seven years is 22350 kg/ha and that of two worst calamity years is 3550 kg/ha i.e. (1800+1750).Therefore according to the provision, average of past seven years excluding maximum two calamity years will be (22350–3550=18800/5) i.e. 3760 kg/ha. Hence, threshold yield at 90%, 80% and 70% of indemnity levels will be 3384 kg/ha, 3008 kg/ha and 2632 kg/ha *respectively.*

XX XX XX

XVI. Procedure for Settlement of Claims to the farmers

1. Upfront premium subsidy from Government of India and concerned State/ UT, should have been received for the season, by insurance company to enable them to settle the claim

2. In case of widespread calamity (end of season claims), once yield data is received from State Government as per the cut-off-dates decided, claims will be worked out as per Declarations/ proposals received from banks / channel partners / insurance intermediaries for each notified area and crops and claims will be approved by Competent Authority of Insurance company i.e. Implementing Agency (IA).

3. In case of farmers covered through Financial Institution, claims shall be released only through electronic transfer, followed by hard copy containing claim particulars, to individual bank branches/ nodal banks; and banks branches/ PACs at grass root level, will credit into accounts of individual farmers within a week of receipt of funds from the Insurance companies and shall provide a certificate to the insurance companies alongwith list of farmers benefited. Bank Branch should also display particulars of beneficiaries on notice board and also upload the same on crop insurance portal.

4. In case of farmers covered on voluntary basis through intermediaries, payable claims will directly credited to the concerned bank accounts of insured farmers and details of the claims may also intimated to them. The list of beneficiaries may also be uploaded on the crop insurance portal immediately.

5. In case of claims under prevented/failed sowing, localized calamities, post harvest losses; insurance company will process the claims after assessment and shall release the claims as per procedure given in the relevant sections above.

6. Insurance companies shall resolve all the grievances of the insured farmers and other stakeholders in the shortest possible *time.*

7. Disputed claims / sub-standard claims, if any will be referred within three months of claim disbursement through SLCCCI/ State Government to DAC & FW for consideration and decision of DAC & FW in case of any interpretation of provisions of scheme or disputes will be binding on State Government / Insurance Company /Banks and the farmers.

XVII. Important Conditions /Clauses Applicable for Coverage of Risks

1. Insurance companies should have received the premium for coverage either from bank, channel partner, insurance intermediary or directly. Any loss in transit due to negligence by these agencies or non remittance of premium by these agencies, the concerned bank / intermediaries shall be liable for payment of claims.

2. In case of any substantial misreporting by nodal bank /branch in case of compulsory farmers coverage, the concerned bank only shall be liable for such mis-reporting.

3. Mere sanctioning/ disbursement of crop loans and submission of proposals/ declarations and remittance of premium by farmer/ bank, without explicit intent to raise the crop, does not constitute acceptance of risk by insurance company.

XX XX XX"

13. The Government of Haryana, vide notification dated 13.06.2017, notified the areas, crops, indemnity level, sum insured, premium rates and seasonality discipline etc. for implementation of the P.M.F.B.Y. in the State during Kharif 2017 and Rabi 2017-18, as per Administrative Approval of the Govt. of India, Ministry of Agriculture and Farmers Welfare, Department of Agriculture, Cooperation and Farmers Welfare. The relevant extract of this notification is reproduced hereunder:-

"3. AREA TO BE COVERED

The PMFBY will be implemented in the entire State on cluster approach. Districts in clusters are as under:-

Cluster-I	*Cluster-II*	*Cluster-III*
Sirsa	*Hisar*	*Fatehabad*
Bhiwani and Charki Dadri	*Sonipat*	*Rohtak*
Faridabad	*Gurgaon*	*Jhajjar*
Kurukshetra	*Karnal*	*Nuh*
Kaithal	*Ambala*	*Palwal*
Panchkula	*Jind*	*Panipat*
Rewari	*Mahendergarh*	*Yamunanagar*

4. Coverage of Risks and Exclusions

The following stages of the crop and risks leading to crop loss will be covered under the scheme.

(a) Prevented Sowing/Planting Risk: Coverage of risk in case the insured area is prevented from sowing/planting due to deficit rainfall or adverse seasonal conditions.

(b) Standing Crop (Sowing to harvesting): Comprehensive risk insurance will be provided to cover yield losses due to non-preventable risks, viz. Drought, Dry spells, Flood, Inundation, Pests and Diseases, Landslides, Natural Fire and Lightening, Storm, Hailstorm, Cyclone, Typhoon, Tempest, Hurricane and Tornado.

(c) Post-Harvest Losses: Coverage will be available only up to a maximum period of two weeks from harvesting for those crops which are allowed to dry in cut and spread condition in the field after harvesting against specific perils of cyclone, cyclonic rains and unseasonal rains.

(d) Localized Calamities: Loss/damage resulting from occurrence of identified localized risks of hailstorm, landslide, and inundation affecting isolated farms will be covered.

General Exclusions: Losses arising out of war and nuclear risks, malicious damage and other preventable risks will be excluded."

14. Moreover, vide the notification (supra), the implementing insurance agency was also notified and the petitioner/insurance company is one of the agencies for Cluster-II and Cluster-III. As per Clause 16 of this notification, the roles and responsibilities of various agencies i.e. Central Government, State Government, Insurance Companies, Financial Institutions/Banks, Insurance agents and farmers will be as mentioned in the operational guidelines. Clause 16 is reproduced hereunder:-

> ***"16. ROLES AND RESPONSIBILITIES OF VARIOUS AGENCIES***
> *The roles and responsibilities of various agencies i.e. Central Government, State Government, Insurance Companies, Financial Institutions/Banks, Insurance agents and Farmers will be as mentioned in the OGs."*

15. The operational guidelines were also issued, which carried the detailed procedure for prescribing the areas to be notified, implementing agencies, roles and duties of each stakeholder and the method of assessing damages and providing compensation etc. In order to avoid unnecessary augmentation of this verdict, the same are not considered in detail, as there is no dispute in this regard.

SUBMISSIONS OF THE LEARNED COUNSEL FOR THE PETITIONER/INSURANCE COMPANY

16. The thrust of arguments advanced by the learned counsel for the petitioner is that, the Permanent Lok Adalat has wrongly fastened the liability upon the petitioner to pay the compensation. In fact, the claim(s) of the farmer(s) was rightly rejected on the grounds of: (a) Village mismatch; (b) Crop mismatch; and (c) Data not uploaded on portal. For

all this, the respondent No.3/Bank was the nodal agency, hence it is solely liable to pay the compensation and not the petitioner.

17. While referring to the operational guidelines of the P.M.F.B.Y., the learned counsel for the petitioner submits that, the details of farmers is provided to the NCIP by the banks after due diligence at their end. In case of any substantial misreporting by the nodal bank/branch in case of compulsory farmers coverage, only the concerned bank shall be liable for such misreporting. Moreover, it was the duty of the respondent No.3/Bank, being the nodal agency, to ensure that, the cultivator may not be deprived of any benefit under the P.M.F.B.Y., on account of its errors/omissions/commissions. In case of any such errors, only the concerned bank shall make good all such losses.

18. While again laying emphasis on the operational guidelines, the learned counsel for the petitioner further submits that, if any declaration/proposal is received from bank after the cutoff date, the same is required to be summarily rejected and the liability, if any for such declaration/proposal, shall rest with the concerned bank. It is duty of the bank not to receive any proposal after the cutoff date of coverage. Moreover, the bank must also ensure that, the consolidated statement along with the premium amount is remitted to the insurance company within the stipulated time, failing which the insurance company is not responsible to indemnify the farmers.

19. Proceeding with his submissions, the learned counsel for the petitioner submits that, it was the duty of the bank to collect and upload

the relevant details of individual insured farmers (both loanee and non-loanee), such as farmer's name, father's name, bank account number, village, insured land, insured crop etc. However, in the case at hand, there is evident mismatch of crop details inasmuch as the bank uploaded the crop details as "Paddy", whereas, the respondent No.2/farmer has suffered loss of cotton crop.

20. Finally, by referring to various meetings of the State Grievance Redressal Committee and the Agriculture Department, the learned counsel for the petitioner submits that, earlier also the bank(s) was fastened with the liability in respect of the mismatch error (supra), however, neither the said aspect, nor the operational guidelines of the P.M.F.B.Y. have been considered by the Permanent Lok Adalat while drawing the impugned award. Consequently, the impugned award requires interference.

SUBMISSIONS OF THE LEARNED COUNSEL FOR THE RESPONDENT NO.3/BANK

21. The learned counsel for the respondent No.3, in his endeavour to protect the validity of the impugned award, submits that, despite the petitioner/insurance company receiving the total premium amount from the respondent No.3/Bank, on behalf of the respondent No.2/insured farmer(s), yet it arbitrarily rejected the insurance claim merely on the alleged ground of crop mismatch. Therefore, the Permanent Lok Adalat has rightly directed the petitioner to pay the compensation to the insured farmer(s).

22. The learned counsel for the respondent No.3 further submits that, as per the operational guidelines of the P.M.F.B.Y., the only duty cast upon the respondent No.3 is to deduct premium from the accounts of the farmers, remit the same to the insurance companies and to upload the correct information/data of the farmers on the National Crop Insurance Portal. Thereafter, it is the primary duty of the insurance companies to reconcile the information uploaded on the portal and immediately report any mismatch in the uploaded information to the banks. Moreover, it is the discretion of the insurance companies to accept or reject the application. However, in the present case, the petitioner/insurance company, after receiving the total premium amount, slept over the issue and did not inform the mismatch in information to the respondent No.3/Bank. Resultantly, when the petitioner itself was at fault, hence it could not have rejected the claim of the insured farmer(s)/respondent No.2.

23. In order to lend vigour to the above made submission, the learned counsel for the respondent No.3 places reliance upon Clauses 12 and 16 of the operational guidelines, which respectively provide for an option for change of the crop name, and, provide that insurance companies should also verify and satisfy themselves about the coverage of the farmers/crops and upload the same on their websites within a month preferably before approaching the government to release the final installment of subsidy under the scheme.

24. Insofar as the alleged mismatch in information is concerned,

the learned counsel for the respondent No.3 submits that, there was no substantial misreporting by the respondent No.3/Bank, rather an inadvertent error occurred in uploading the name of the crop, which stood rectified immediately and became reported to the petitioner/insurance company also. Therefore, the petitioner cannot take undue benefit of an inadvertent error for denying the rightful insurance claim of the insured farmer(s)/respondent No.2. Such act and conduct of the petitioner defeats the legislative intent of the welfare scheme.

25. Continuing his arguments, the learned counsel for the respondent No.3 submits that, although the petitioner/insurance company admits receiving the intimation regarding change of crop on 18.09.2017, however, its stand that the said intimation was received beyond the stipulated period of 30 days is totally wrong. Moreover, no objection was ever raised by the petitioner in this regard.

26. Resting his arguments, the learned counsel for the respondent No.3 lays emphasis upon Clause 17 of the Revised Operational Guidelines, which casts specific duties and responsibilities upon the insurance companies. The relevant portion of Clause 17, as relied upon by learned counsel for the respondent No.3, is reproduced hereunder:-

> *"17.10 ....It is the responsibility of the concerned Insurance Companies to collect/obtain any documentation of the insured farmers (both loanee and non-loanee) from the bank/financial institutions/intermediaries/agents if necessary for verification/acceptance of risk and also to facilitate the banks/ financial institutions/ intermediaries/ agents to submit/ upload all requisite documents/ information on the National Crop Insurance*

Portal within timelines.

17.11 Insurance Companies should also reconcile the details of individual insured farmers uploaded on the Portal with the premium/consolidated declaration received from each branch/ nodal bank within the stipulated date and any deficiency/ mismatch may be reported to concerned bank branch/nodal bank. The Bank Branch/Nodal Bank should further send/upload the requisite information in respect of such farmers for whom clarification has been sought, immediately within 7 days. If such rectification is not done/completed by bank branch / nodal bank within the stipulated period, Insurance Companies may recommend to take necessary action to State Govt. under intimation to Central Govt. State Govt. in consultation with SLBC may recommend suitable administrative action against such defaulting branch/bank. However, claims (if any) in such cases of such farmers shall be borne by the concerned bank only.

17.12 Insurance Companies should verify and satisfy themselves about the coverage of farmers/ crops and give acceptance to the applications submitted by banks electronically through National Crop Insurance Portal. The insured farmer's personal details like AADHAAR numbers, Banking Details, Address, mobile nos. and all such details prohibited under RBI, IRDA or UIDAI Act shall not be displayed/disclosed publicly. Insurance Companies will reconcile the details along with farmer's share of premium receipt before approaching the Govt. to release the final instalment of subsidy (third Instalment) under the Scheme.

17.13 All Insurance Companies will compulsorily verify and take necessary action including approval/rejection of proposal or policy of any farmer through National Crop Insurance Portal within stipulated date. After stipulated period for reconciliation & obtaining further clarification from stakeholders, all pending proposals/information of insured/covered farmers uploaded on Crop Insurance Portal will be treated as approved and Insurance Companies will cease their right for any further verification.

> *However, any losses to the Govt. including excess payment of premium subsidy due to delayed/non-verification of data/information of individual covered/insured farmers on crop insurance Portal will be recovered from concerned Insurance Companies only."*

SUBMISSIONS OF THE LEARNED COUNSEL FOR THE RESPONDENT NO.2/INSURED FARMER

27. The learned counsel for the respondent No.2 submits that, the respondent No.2 has already suffered loss of his crop on account of natural calamity, and, he has been dragged into unnecessary litigation for the past more than six years. The Permanent Lok Adalat rightly found the respondent No.2 entitled for compensation, as assessed by the Agriculture Department. Therefore, now the respondent No.2 cannot be made to suffer on account of error committed by the petitioner/insurance company or by the respondent No.3/Bank.

ISSUE(S) EMERGING FOR CONSIDERATION

28. This Court has heard the submissions made by the learned counsels for the respective parties and also made a studied survey of the record. Before proceeding further, it would be apt to record here that, this Court is exercising its supervisory powers, as envisaged under Article 227 of the Constitution of India, for the purpose of evaluating the legality of the impugned awards drawn by the Permanent Lok Adalat.

29. The prime grievance of the petitioner is that, despite there being error on the part of the respondent No.3/Bank in uploading the crop details, yet the Permanent Lok Adalat has fastened the liability upon it,

and not the respondent No.3/Bank, to pay the compensation to the insured farmer(s)/respondent No.2. Notably, it was never the issue before the Permanent Lok Adalat ***"as to who is liable to pay the compensation amount, the petitioner/insurance company or the respondent No.3/Bank?"*** The only issue before the Permanent Lok Adalat was, ***"as to whether the insured farmer(s) is entitled to the insured amount on account of damage to crops?"*** On the basis of the application(s) moved by the farmer(s) concerned, the conciliation proceedings were initiated by the Permanent Lok Adalat and the terms of conciliation were settled accordingly. However, having failed in its endeavour to settle the dispute through conciliation, the Permanent Lok Adalat proceeded to decide the dispute on merits and held the insured farmer(s) entitled to receive compensation from the petitioner/insurance company.

30. Consequently, now the main issue emerging for consideration before this Court is, ***as to whether this Court can, in the instant motion, while gauging the legality of the impugned awards, also adjudicate the issue "as to who is to be held liable to make payment of the awarded amount, the petitioner/insurance company or the respondent No.3/Bank?"***

31. During the course of hearing on 17.03.2025, this Court had posed specific query to the learned counsels for the parties and framed the issue (supra). The relevant portion of the order dated 17.03.2025 is reproduced hereunder:-

> *"5. Although challenge has also been made to the finding of the*

respondent No.2 with regard to quantum of the awarded amount, however, prima facie this Court does not find any perversity in the impugned award to that effect.

6. During the course of arguments, it surfaced that, the main issue arising for adjudication before this Court appertains to "who is to be held liable to make payment of the awarded amount, the petitioner or the respondent No.3- Bank?"

7. Prima facie, this Court is of the view that, the issue (supra) cannot be adjudicated by this Court inasmuch as it is purely a dispute between two legal entities and it was not within the jurisdiction of the respondent No.2 to decide the same. Therefore, this Court, while exercising its supervisory jurisdiction, would not be in a position to gauge the validity of the impugned award, which has been drawn by the respondent No.2 without being seized of the subject matter jurisdiction. Moreover, even the terms of conciliation in the above regard were not framed by the respondent No.2.

8. Faced with the above, the learned counsels for the parties made request for an adjournment, thereby enabling them to address arguments on the issue, as to whether this Court can, in exercise of its supervisory jurisdiction, adjudicate the issue "who is to be held liable to make payment of the awarded amount, the petitioner or the respondent No.3- Bank?", specifically when this issue can be adjudicated by the authority constituted under the Prime Minister Fasal Bima Yojna Policy."

ANALYSIS OF THE ACT OF 1987 AND SOME SIGNIFICANT JUDICIAL PRECEDENTS GERMANE TO DISPOSAL OF THESE WRIT PETITIONS

32. In order to pen down the answer to the hereinabove framed issue, it is deemed imperative to initially comprehend the statutory framework of the Act of 1987.

33. The legislature introduced a new mechanism for alternative

dispute resolution by bringing Chapter VI in the Act of 1987. Section 22-B, as enclosed in the *ibid* Chapter, provides for the establishment of Permanent Lok Adalats, while Section 22-C stipulates the instances in which Permanent Lok Adalats can take cognizance of cases. Sub-section 2 of the *ibid* Section clearly dictates that, post the making of an application under sub-section (1) before the Permanent Lok Adalat, no Court shall have jurisdiction in respect of the same dispute. Sub-section 3 outlines the procedure to deal with an application filed before the Permanent Lok Adalat under sub-section (1), which includes calling for written statement, additional statement and reply from the parties. After completion of the proceedings of sub-section (3), a mandate is cast upon the Permanent Lok Adalat by sub-section (4) to conduct conciliation proceedings between the parties, in such a manner as it thinks appropriate, taking into account the circumstances of the dispute. Sub-section (5) also casts a duty upon the Permanent Lok Adalat to, during the conciliation proceedings, assist the parties in their attempt to reach an amicable settlement of the dispute in an independent and impartial manner. Pursuant to sub-section (6), every party to the application is obligated to cooperate in good faith with the Permanent Lok Adalat in conciliation of the dispute relating to the application and to comply with the directions of the Permanent Lok Adalat to produce evidence and other related documents before it. Sub-section (7) empowers the Permanent Lok Adalat to, upon its reaching the opinion that "there exist elements of settlement in conciliation proceeding, which may be acceptable to the parties", formulate the terms of a possible settlement of the dispute. In case, the parties reach at an agreement on settlement of the dispute, the Permanent Lok Adalat shall, after taking signatures of the parties on the settlement agreement, pass an award in terms thereof. Only if the parties fail to reach at an agreement under sub-section (7), the Permanent Lok Adalat can perform adjudicatory function to decide the dispute on merits. However, it has a restriction that, the dispute does not relate to any offence.

34. Sections 22-B and 22-C of the Act of 1987 are reproduced hereinafter:-

> *"**22B. Establishment of Permanent Lok Adalats**.—(1) Notwithstanding anything contained in section 19, the Central Authority or, as the case may be, every State Authority shall, by notification, establish Permanent Lok Adalats at such places and for exercising such jurisdiction in respect of one or more public utility services and for such areas as may be specified in the notification.*
>
> *(2) Every Permanent Lok Adalat established for an area notified under sub-section (1) shall consist of—*
>
> *(a) a person who is, or has been, a district judge or additional district judge or has held judicial office higher in rank than that of a district judge, shall be the Chairman of the Permanent Lok Adalat; and*
>
> *(b) two other persons having adequate experience in public utility service to be nominated by the Central Government or, as the case may be, the State Government on the recommendation of the Central Authority or, as the case may be, the State Authority,*
>
> *appointed by the Central Authority or, as the case may be, the State Authority, establishing such Permanent Lok Adalat and the other terms and conditions of the appointment of the Chairman and other persons referred to in clause (b) shall be such as may*

be prescribed by the Central Government.

22C. Cognizance of cases by Permanent Lok Adalat.*—(1) Any party to a dispute may, before the dispute is brought before any court, make an application to the Permanent Lok Adalat for the settlement of dispute:*

Provided that the Permanent Lok Adalat shall not have jurisdiction in respect of any matter relating to an offence not compoundable under any law:

Provided further that the Permanent Lok Adalat shall also not have jurisdiction in the matter where the value of the property in dispute exceeds ten lakh rupees:

Provided also that the Central Government, may by notification, increase the limit often lakh rupees specified in the second proviso in consultation with the Central Authority.

(2) After an application is made under sub-section(1) to the Permanent Lok Adalat, no party to that application shall invoke jurisdiction of any court in the same dispute.

(3) Where an application is made to a Permanent Lok Adalat under sub-section(1), it—

(a) shall direct each party to the application to file before it a written statement, stating therein the facts and nature of dispute under the application, points or issues in such dispute and grounds relied in support of, or in opposition to, such points or issues, as the case may be, and such party may supplement such statement with any document and other evidence which such party deems appropriate in proof of such facts and grounds and shall send a copy of such statement together with a copy of such document and other evidence, if any, to each of the parties to the application;

(b) may require any party to the application to file additional statement before it at any stage of the conciliation proceedings;

(c) shall communicate any document or statement received

by it from any party to the application to the other party, to enable such other party to present reply thereto.

(4) When statement, additional statement and reply, if any, have been filed under sub-section (3), to the satisfaction of the Permanent Lok Adalat, it shall conduct conciliation proceedings between the parties to the application in such manner as it thinks appropriate taking into account the circumstances of the dispute.

(5) The Permanent Lok Adalat shall, during conduct of conciliation proceedings under sub-section (4), assist the parties in their attempt to reach an amicable settlement of the dispute in an independent and impartial manner.

(6) It shall be the duty of the every party to the application to cooperate in good faith with the Permanent Lok Adalat in conciliation of the dispute relating to the application and to comply with the direction of the Permanent Lok Adalat to produce evidence and other related documents before it.

(7) When a Permanent Lok Adalat, in the aforesaid conciliation proceedings, is of opinion that there exist elements of settlement in such proceedings which may be acceptable to the parties, it may formulate the terms of a possible settlement of the dispute and give to the parties concerned for their observations and in case the parties reach at an agreement on the settlement of the dispute, they shall sign the settlement agreement and the Permanent Lok Adalat shall pass an award in terms thereof and furnish a copy of the same to each of the parties concerned.

(8) Where the parties fail to reach at an agreement under sub-section (7), the Permanent Lok Adalat shall, if the dispute does not relate to any offence, decide the dispute."

35. Hon'ble the Supreme Court has, through drawing the verdict in ***"Bar Council of India Vs. Union of India", 2012(4) RCR (Civil) 262,*** clearly held that, the disputes relating to public utility services have been entrusted to Permanent Lok Adalats only if the process of conciliation and

settlement fails. The settlement of dispute between the parties in matters of public utility services has been held to be the main theme of the statute. Moreover, it has been categorically held that, Permanent Lok Adalats would proceed to adjudicate a dispute on its merits only after attempting and failing to generate a settlement between the parties. The relevant paragraph of the above verdict is reproduced hereunder:-

> *"22. It is necessary to bear in mind that the disputes relating to public utility services have been entrusted to Permanent Lok Adalats only if the process of conciliation and settlement fails. The emphasis is on settlement in respect of disputes concerning public utility services through the medium of Permanent Lok Adalat. It is for this reason that sub-section (1) of Section 22C states in no unambiguous terms that any party to a dispute may before the dispute is brought before any court make an application to the Permanent Lok Adalat for settlement of dispute. Thus, settlement of dispute between the parties in matters of public utility services is the main theme. However, where despite the endeavours and efforts of the Permanent Lok Adalat the settlement between the parties is not through and the parties are required to have their dispute determined and adjudicated, to avoid delay in adjudication of disputes relating to public utility services, the Parliament has intervened and conferred power of adjudication upon the Permanent Lok Adalat. Can the power conferred on Permanent Lok Adalats to adjudicate the disputes between the parties concerning public utility service upto a specific pecuniary limit, if they do not relate to any offence, as provided under Section 22C(8), be said to be unconstitutional and irrational? We think not. It is settled law that an authority empowered to adjudicate the disputes between the parties and act as a tribunal may not necessarily have all the trappings of the court. What is essential is that it must be a creature of statute and*

should adjudicate the dispute between the parties before it after giving reasonable opportunity to them consistent with the principles of fair play and natural justice. It is not a constitutional right of any person to have the dispute adjudicated by means of a court only. Chapter VI-A has been enacted to provide for an institutional mechanism, through the establishment of Permanent Lok Adalats for settlement of disputes concerning public utility service before the matter is brought to the court and in the event of failure to reach any settlement, empowering the Permanent Lok Adalat to adjudicate such dispute if it does not relate to any offence."

36. The above view was followed by Hon'ble the Supreme Court in **"Canara Bank Vs. G.S. Jayarama", 2022(7) SCC 776.** In this case, the following two issues had cropped up for adjudication:-

"(i) Whether under Section 22C of the LSA Act conciliation proceedings are mandatory; and

(ii) Whether the Permanent Lok Adalats have adjudicatory functions under the LSA Act."

37. While examining the step-by-step procedure stipulated in Section 22-C of the Act of 1987, and, emphasizing the mandatory requirement of conciliation proceedings, Hon'ble the Supreme Court answered the issue No. (i) in affirmative. It has been held that, even if any party is absent from conciliation proceedings, the Permanent Lok Adalat shall, before invoking Section 22-C(8), once again notify the absent party of its decision to adjudicate the dispute on its merits, in case it wishes to join the proceedings at that stage.

38. The issue No.(ii) has also been answered in affirmative and it has been held that, the Permanent Lok Adalats can perform adjudicatory

functions if the conciliation proceedings fail. The relevant paragraphs of the verdict rendered in **Canara Bank's case (supra)** are reproduced hereunder:-

> *"26. The appellant's argument, however, is that if the opposite party does not appear before the Permanent Lok Adalat, it can dispense with the conciliation proceedings and straightaway adjudicate the dispute under Section 22-C(8). We are unable to accept this submission. Even if the opposite party does not appear, the Permanent Lok Adalat is still bound to follow the step-by-step procedure laid down by Section 22-C. Under Section 22-C(3), it would require the party before it to file their submissions and documents, and make the best efforts to communicate them to the opposite party for their response. If it is satisfied that no response is forthcoming from the absent opposite party, the Permanent Lok Adalat shall still attempt to settle the dispute through settlement under Section 22-C(4). It is important to remember that Section 22-C(5) imposes a duty upon the Permanent Lok Adalat to be independent and impartial in attempting to amicably settle the dispute, while Section 22-C(6) imposes a duty upon the party present before the Permanent Lok Adalat to cooperate in good faith and assist the Permanent Lok Adalat. Thereafter, the Permanent Lok Adalat, based on the materials before it, shall propose terms of settlement and communicate them to both parties, regardless of whether they participated in the proceedings. If the party present before the Permanent Lok Adalat does not agree or if the absent party does not respond in a sufficient period of time, only then can the Permanent Lok Adalat adjudicate the dispute on its merits under Section 22-C(8). Keeping in mind the principles enshrined in Section 22-D, the Permanent Lok Adalat shall once again notify the absent party of its decision to adjudicate the dispute on its merits, in case it wishes to join the proceedings at that stage.*
>
> *27. Section 22-C(8) is amply clear that it only comes into effect*

> *once an agreement under Section 22-C(7) has failed. The corollary of this is that the proposed terms of settlement under Section 22-C(7), and the conciliation proceedings preceding it, are mandatory. If Permanent Lok Adalats are allowed to bypass this step just because a party is absent, it would be tantamount to deciding disputes on their merit ex parte and issuing awards which will be final, binding and will be deemed to be decrees of civil courts. This was simply not the intention of the Parliament when it introduced the LSA Amendment Act. Its main goal was still the conciliation and settlement of disputes in relation to public utilities, with a decision on merits always being the last resort. Therefore, we hold that conciliation proceedings under Section 22-C of the LSA Act are mandatory in nature."*

39. In ***"United India Insurance Co. Ltd. Vs. Ajay Sinha and another", 2009(1) RCR (Civil) 726,*** Hon'ble the Supreme Court has held that, Permanent Lok Adalat must not give an impression to any of the disputants that it, from the very beginning, has an adjudicatory role to play. The relevant observations are reproduced hereunder:-

> *"22. Section 89 of the Code of Civil Procedure inter alia was enacted to promote resolution of disputes through mutual settlement. Chapter VI-A of the Act seeks to achieve a different purpose. It not only speaks of conciliation qua conciliation but conciliation qua determination. Jurisdiction of Permanent Lok Adalat, although is limited but they are of wide amplitude. The two provisos appended to Section 22-C (1) of the Act curtail the jurisdiction of the Permanent Lok Adalat which are as under :-*
>
> > *Provided that the Permanent Lok Adalat shall not have jurisdiction in respect of any matter relating to an offence not compoundable under any law:*
> >
> > *Provided further that the Permanent Lok Adalat shall also not have jurisdiction in the matter where the value of the property in dispute exceeds ten lakh rupees:*

23. Chapter VI-A stands independently. Whereas, the heading of the Chapter talks of pre-litigation, conciliation and settlement, Section 22-C (8) of the Act speaks of determination. It creates another adjudicatory authority, the decision of which by a legal fiction would be a decision of a civil court. It has the right to decide a case. The term `decide' means to determine ; to form a definite opinion ; to render judgment. (See Advanced Law Lexicon 3rd Edition 2005 at 1253). Any award made by the Permanent Lok Adalat is executable as a decree. No appeal thereagainst shall lie. The decision of the Permanent Lok Adalat is final and binding on parties. Whereas on the one hand, keeping in view the Parliamentary intent, settlement of all disputes through negotiation, conciliation, medication, Lok Adalat and Judicial Settlement are required to be encouraged, it is equally well settled that where the jurisdiction of a court is sought to be taken away, the statutory provisions deserve strict construction. A balance is thus required to be struck. A court of law can be created under a statute. It must have the requisite infrastructure therefor. Independence and impartiality of Tribunal being a part of human right is required to be taken into consideration for construction of such a provision. When a court is created, the incumbents must be eligible to determine the lis.

24. An option is given to any party to a dispute. It may be a public utility service provider or a public utility service recipient. The service must have some relation with public utility. Ordinarily insurance service would not come within the public utility service. But having regard to the statutory scheme, it must be held to be included thereunder. It is one thing to say that an authority is created under a statute to bring about a settlement through Alternate Dispute Resolution mechanism but it is other thing to say that an adjudicatory power is conferred on it. Chapter VI-A, therefore, in our opinion, deserves a closure scrutiny. It a case of this nature, the level of scrutiny must also be high. {See Anuj

Garg & ors. vs. Hotel Association of India & Ors. [(2008) 3 SCC 1]}

25. Sub-section (1) of Section 22-C speaks of settlement of disputes. The authority has to take recourse to conciliation mechanism. One of the essential ingredients of the conciliation proceeding is that nobody shall be forced to take part therein. It has to be voluntary in nature. The proceedings are akin to one of the recognized ADR mechanism which is made of Medola. It may be treated at par with Conciliation and Arbitration. In such a case the parties agree for settlement of dispute by negotiation, conciliation or mediation. The proceedings adopted are not bending ones, whereas the arbitration is a binding procedure. Even in relation to arbitration, an award can be the subject matter of challenge. The provisions of the Arbitration and Conciliation Act, 1996 shall apply thereto. The jurisdiction in terms of Section 34 of the Arbitration and Conciliation Act, 1996 is wide. The court in exercise of the said jurisdiction may not enter into the merit of the case but would be entitled to consider as to whether the arbitrator was guilty of misconduct. If he is found to be biased, his award would be set aside. The scope of voluntary settlement through the mechanism of conciliation is also limited. If the parties in such a case can agree to come to settlement in relation to the principal issues, no exception can be taken thereto as the parties have a right of self determination of the forum, which shall help them to resolve the conflict, but when it comes to some formal differences between the parties, they may leave the matter to the jurisdiction of the conciliator. The conciliation only at the final stage of the proceedings would adopt the role of an arbitrator.

26. Here, however, the Permanent Lok Adalat does not simply adopt the role of an Arbitrator whose award could be the subject matter of challenge but the role of an adjudicator. The Parliament *has given the authority to the Permanent Lok Adalat to decide the matter. It has an adjudicating role to play.*

27. The validity of the said provision is not in question. But then construction of such a provision must be given in such a manner so as make it prima facie reasonable. With that end in view let us consider the meaning of the word "relating to an offence". We will assume that in a given case the dispute between the service provider and the service recipient may not have anything to do with the ultimate result of the criminal case but there are cases and cases.

28. In this case, as noticed above, the genuineness of the claim itself is in dispute. Where the parties have taken extreme positions, the same prima facie may not be the subject matter of conciliation which provides for a non binding settlement.

29. For the said purpose, the dispute under the criminal procedure and/or the nature thereof would also play an important role. Whereas Respondent states that the burglary has taken place, the appellant denies and disputes the same. In a criminal case, the accused shall be entitled to raise a contention that no offence has taken place. If the criminal court form an opinion that an offence had taken place, which otherwise is a non-compoundable one, the term "relating to an offence" should be given wider meaning. The first proviso appended to section 22-B of the Act may not be of much relevance.

XX XX XX

40. We must guard against construction of a statute which would confer such a wide power in the Permanent Lok Adalat having regard to sub-section (8) of Section 22C of the Act. The Permanent Lok Adalat must at the outset formulate the questions. We however, do not intend to lay down a law, as at present advised, that Permanent Lok Adalat would refuse to exercise its jurisdiction to entertain such cases but emphasise that it must exercise its power with due care and caution. It must not give an

> *impression to any of the disputants that it from the very beginning has an adjudicatory role to play in relation to its jurisdiction without going into the statutory provisions and restrictions imposed thereunder."*

40. In view of the hereinabove discussed mandate enclosed in the Act of 1987, as also the legal propositions by Hon'ble the Supreme Court, it is vividly clear that, conciliation proceedings are *sine qua non* for the Permanent Lok Adalats to adjudicate disputes on merits.

DECISION OF THIS COURT

41. In the cases at hand, the issue raked up by the insured farmers, whose crops suffered damaged on account of natural calamity, before the Permanent Lok Adalat appertained to either non payment of the insurance amount or payment of less insurance amount. Accordingly, in view of the mandate encapsulated in Section 22 of the Act of 1987, the Permanent Lok Adalat called the petitioner/insurance company and the respondent No.3/Bank to file their written statements to the farmers' applications. Moreover, efforts were also made for conciliation, but, only to the extent of insured farmers' right and entitlement for the insurance claim. The issue, as to whether it is the petitioner/insurance company or the respondent No.3/Bank, who has to indemnify the insured farmers, never emerged before the Permanent Lok Adalat, hence, on this issue, neither any efforts were made to conduct conciliation proceedings, nor any terms of conciliation were ever framed. In the absence of any such exercise, this Court can safely conclude that, the Permanent Lok Adalat did not have the adjudicatory power to decide this issue on merits.

Resultantly, in the absence of any decision on this issue, the impugned award(s) cannot be held to be suffering from any illegality. This issue is totally an independent issue and it can only be adjudicated under the P.M.F.B.Y. by the Committee constituted thereunder.

42. The procedure for settlement of claims has been provided in Clause 23 of the revised P.M.F.B.Y., and, the guidelines for the Grievance Redressal Mechanism have also been prescribed therein. Clauses 23 and 30 of the revised P.M.F.B.Y. are reproduced hereunder:-

> ***"23. Procedure for Settlement of Claims of the farmers***
>
> *23.1 Tentative final share of Govt. subsidy (2nd installment), both Central and State, on the basis of business statistics finalized on portal after 30 days of period specified for auto approval of applications on portal should have been received by Insurance Company to enable them to settle the Actual Yield based claims arising out of wide-spread calamity as well as for claims against post harvest losses. However, for settlement of On- Account payment of claims, prevented sowing/planting/germination claims and Localized calamity claims, advance subsidy (1st installment) of 50% of 80% of respective Central/State Govt. share in corresponding previous season should have been received for the season/area(s).*
>
> *23.2 Threshold Yield for all notified crops at each "insurance unit" shall compulsorily be part of the notification for the season and shall not change at any point during that season. Crop-insurance unit, historical Average Yield, Calamity Years, Indemnity level and Threshold Yield shall be uploaded on the Portal by the concerned State Nodal Department at the time of release of notification only and shall be verified and accepted by the concerned Insurance Company within given timelines. In order to avoid manipulation/misuse of information at field level, threshold Yield shall not be a part of public information before*

payment of claims for that season.

23.3 The "District Level Monitoring Committee" i.e. DLMC will be required to upload/enter the details of crop loss as per the Joint Loss Survey conducted by DLJC Le. "District Level Joint Committee" for all intermediate loss events viz prevented sowing/planting/germination failure & Mid-season Adversity on the National Crop Insurance Portal. Similarly, the crop loss details for localized losses and post-harvest loss events shall be entered by the concerned Insurance Company on the Portal. Once the Actual Yield data is available on the Portal, the same shall be verified and approved by the concerned District/State authorities. For those experiments which were conducted offline/without mobile application, the Actual Yield data shall be uploaded by the concerned District administration or State nodal department on the Portal itself.

23.4 The loss reports and Actual Yield data shall be approved/reverted (in case of any discrepancy/concern on the authenticity/correctness of report/data) by the Insurance Company based on which the eligible claims shall be calculated through the Portal and accordingly the payment of claims shall be initiated by the concerned Insurance Company and remitted directly into beneficiary account as per predefined timelines. The application wise payment details viz. amount, reference number, date etc. shall be entered/synchronized with the National Crop Insurance Portal for future reference and audit purpose.

23.5 In case of widespread calamity (end of season claims), once yield data is received/finalized from State Govt. as per the cut-off-dates decided, claims will be worked out on the National Crop Insurance Portal as per declarations/approved proposals & covered farmer's data received from banks/channel partners/insurance intermediaries for each notified area and crops and accordingly the claims will be approved by Competent Authority of implementing Insurance Company.

23.6 In case of farmers covered through Financial Institution, *claims shall be released only through electronic transfer directly into insured farmer's given bank account, followed by details containing claim particulars, to individual bank branches/nodal banks; Bank Branch should also display particulars of claim disbursal on notice board to enable spread of awareness and inclination amongst farming community for risk mitigation through crop insurance. Insurance Company is required to compulsorily upload the claim details against each insured farmer on National crop insurance Portal.*

23.7 In case of farmers covered on voluntary basis through intermediaries, payable claims will directly be credited to the bank accounts of concerned insured farmers and details of the claims may also be intimated to them. The list of beneficiaries shall also be uploaded on National Crop Insurance Portal immediately.

23.8 In case of claims under prevented/failed sowing, localized calamities. post-harvest losses; Insurance Company will process the claims after assessment and shall release the claims as per detailed procedure given in the relevant sections above.

23.9 The claim settlement intimation shall be sent to each beneficiary farmer through SMS from the Portal itself. State Govts., Banks & Insurance companies shall ensure correctness of data before hand viz. Threshold Yield, Actual Yield, Insured Area, Sum Insured and Indemnity levels etc. Responsibility of any error, omissions and misreporting shall lie with the concerned State Nodal Department and insurance Company. State Govt & Insurance Companies shall resolve all the grievances of the insured farmers and other stakeholders in the shortest possible time.

23.10 In any situation, State Govt. can not reopen/recalculate claims after 30 days of claims settlement for notified crop(s) at notified unit. Disputed claims/sub-standard claims, if any, due to erroneous data may be referred within this time to SLCC/STAC and further to Technical Advisory Committee (TAC), if required, *for consideration and decision."*

"30. Grievance Redressal Mechanism

30.1 At the initial level, for grievance redressal, each district shall designate district level grievance redressal officer preferably District Agriculture Officer to respond to the grievances of Farmers, Banks, ICs etc within 7 days of receipt of grievance. In case of dissatisfaction the matter may be brought before District Level Grievance Redressal Committee (DGRC).

30.2 District Level Grievance Redressal Committee (DGRC): a district level monitoring Committee shall act as a grievance redressal Committee for redressal of grievances of Farmers, Banks, Insurance Company, District Authority/Department. This Committee will be headed by District Magistrate/Collector and representatives of Farmers, LDM/Banks, DDM NABARD, Insurance Company and concerned District Authority/Department shall be appointed as members. This Committee may also invite subject specialists/experts from University/IMD/commodity Boards/ Research Institutions, SRSC etc. if deemed necessary. The Committee will dispose the matter within 15 days. The decision of the Committee shall be accepted by all the parties and in case of disagreement with the decision; the same shall be represented to the State Level Grievance Redressal Committee (SGRC) within 15 days from the decision of DGRC. In case the DGRC doesn't take the matter for discussion within 7 days from submission of grievance or the grievance has wider scope of effect impacting more number of districts or there is a breach of guidelines by any of the stakeholder or the grievance matter exceeds Rs. 25 Lakh in monetary terms, the matter may be directly raised at State Level Grievance Redressal Committee.

30.3 State Level Grievance Redressal Committee (SGRC): a State level monitoring Committee shall act as a grievance redressal Committee for redressal of grievance of Farmers, Banks, Insurance Company, District Authority/Department which does *not get settled at DGRC. This Committee will be headed by Principal Secretary/Secretary of Nodal Department, SLBC/Banks, CGM NABARD, Insurance Company and concerned State Authority/Department shall be appointed as members. This Committee may also invite subject specialists/experts from University/IMD/research institutions/commodity Boards/, State Remote Sensing Agency, STSU, STAC etc. if deemed necessary. The Committee will dispose the grievance within 15 days time of receipt of grievance. The decision of the Committee shall be accepted by all the parties."*

43. It would be apt to record here that, the factum of compensation is not disputed by the parties, rather it has been informed that, in most of the cases, compensation has been paid to the farmers.

44. Furthermore, what emerges from perusal of these writ petitions is that, a similar kind of dispute between the petitioner/insurance company and the respondent No.3/Bank has earlier been adjudicated by the State Level Grievances Redressal Committee. The decision taken by the said Committee was subject matter of scrutiny before this Court in CWP-2282-2022.

FINAL ORDER

45. In view of the above, this Court deems it apposite to relegate the petitioner/insurance company and the respondent No.3/Bank to the State Level Grievances Redressal Committee for adjudication of the issue framed by this Court in the latter part of paragraph 30 of this verdict. Both the petitioner/insurance company and the respondent No.3/Bank are at liberty to file their respective claims along with relevant documents, if they so desire, before the Committee (supra).

46. Needless to say that, the State Level Grievances Redressal Committee shall, after giving due opportunity of hearing to the parties concerned, make an endeavour to expeditiously decide the dispute, as per the operational guidelines of the P.M.F.B.Y.

47. All these writ petitions are disposed of accordingly.

48. A photocopy of this order be placed on file of each connected case.

(KULDEEP TIWARI)
JUDGE

March 28, 2025
devinder

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No