

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, BHIWANI.**

Complaint Case No. : 103 of 2020

Date of Institution : 10.09.2020

Date of decision: : 29.05.2024

Smt. Chander Pati alias Chandrawali, age about 92 years wife of Sh. Gobind Ram R/o village Nangla, P.O. Golagarh, Tehsil and District Bhiwani.

...Complainant.

Versus.

1. Branch Manager, Punjab National Bank, Branch Devsar, Tehsil and District Bhiwani.

2. Agriculture Insurance Company of India Ltd., Plate B&C, 5<sup>th</sup> Floor, Block-1, East Kidwai Road, New Delhi-110023 through its Chairman and Managing Director.

...Opposite Parties.

**COMPLAINT U/S 35 OF CONSUMER PROTECTION ACT, 2019.**

Before: - Mrs. Saroj Bala Bohra, Presiding Member.

Ms. Shashi Kiran Panwar, Member.

Present: Complainant represented by Sh. Pardeep Kumar.

Sh. Avinash Sardana, Advocate for OP No.1.

Sh. Mukesh Jangra, Advocate for OP No.2.

**ORDER****SHASHI KIRAN PANWAR, MEMBER.**

1. Brief facts of this case are that complainant is owner in possession of agriculture land measuring 85 kanals 15 marlas situated within revenue estate of village Nangla, as per jamabandi for the year 2016-17. Complainant had taken a loan from OP No.1 vide KCC account no.2098008800033609. Her crop of *cotton and Bajra* were got insured under Pradhan Mantri Fasal Bima Yojna from OP No.2 through OP No.1 for the season kharif 2019 by paying a premium of Rs.6599.38p. It is stated that Bajra crop of complainant standing in 10 ½ acre of land got damaged due to natural calamities. OP no.1 was informed. But the matter was lingered on without any satisfactory reply whereas other farmers have already received their claims. Matter was also reported to Agriculture Department but of no avail. As such, complainant has submitted that OP No.1 is at fault and failed to pass the claim of complainant from OP No.2 which amounts to deficiency in service and negligence on the part of OP No.1. Hence, the present complaint has been preferred against the

respondents to pay insurance amount of Rs.4,20,000/- alongwith interest, further to pay Rs.50,000/- on account of harassment charges besides Rs.15,000/- towards litigation expenses. Any other relief, to which this Commission deems fit has also been sought.

2. Upon notice, OPs appeared through their respective counsels. OP No.1 filed their written statement raising preliminary objections qua maintainability of complaint, cause of action, locus standi, non-joinder & mis-joinder of necessary parties and suppression of material facts. On merits, it is submitted that OP No.1 requested the complainant to update his Aadhar in the KCC bank account but besides repeated requests it was not done by complainant. The details of complainant was uploaded in the PMFBY Portal but due to non-updation of Aadhar details, the same was rejected and as such, insurance could not be done. It is denied that complainant paid Rs.6599.38p. towards crop insurance however, it is added that premium was immediately credited in the account of complainant. It is submitted that loss was to be assessed by Govt. agencies and the same were forwarded to OP No.2. The claim has already been credited in the KCC account of complainant. As such, denied for any deficiency in service on their part and prayed for dismissal of the complaint with costs.

3. OP No.2 in its W.S. raised preliminary objections qua maintainability, locus standi, cause of action, suppression of material facts by complainant and no deficiency in service on the part of OP. On merits, it is submitted that the premium of Rs.6599.38 p. for coverage of cotton crop was deducted from the complainant's account and application no.040106191011864887901 was generated but the application was rejected and excess premium amount was refunded to the bank branch on 01.10.2019 and 22.11.2019 by the OP because complainant's land details were not uploaded in the National Crop Insurance Portal for crop insurance. Accordingly, the complainant was not insured for his cotton crop during kharif 2019 season under PMFBY and thus she is not entitled to any claim from answering OP. In the end, denied for any deficiency in service and liability to pay compensation on its part and prayed for dismissal of the complaint with costs.

4. Ld. counsel for complainant tendered in evidence affidavit of complainant as Annexure CW1/A alongwith documents Annexure C-1 to Annexure C-4 and closed the evidence on 20.07.2022.

5. On the other side, Learned counsel for OP No.1 tendered in evidence affidavit Ex. R1/A of Sh. Vipin, Senior Branch Manager alongwith document Ex. R1 and closed the evidence on 02.01.2024.

6. On behalf of OP No.2, affidavit of Sh. Jaspal Singh Khurmi, Regional Manager was got marked as Ex. R2 alongwith documents Annexure R2/A to Annexure R2/K and closed the evidence.

7. We have heard learned counsel for the parties and perused the record carefully.

8. Complainant in order to prove his ownership over the alleged land has placed on record copy of jambandi (Annexure C-1) and that she sown *bajra* Crop in the land has placed on record *khasra girdawari* (Annexure C-2) and further that insurance premium of Rs.6599.38p. was deducted from his account vide bank pass book details (Annexure C-3).

9. Learned counsel for OP No.2 has argued that premium of Rs.6599.38 p. for coverage of cotton crop was deducted from the complainant's account and application no.040106191011864887901 was generated but the application was rejected and excess premium amount was refunded to the bank branch as complainant's land details were not uploaded in the National Crop Insurance Portal for crop insurance. Accordingly, the complainant was not insured for his cotton crop during kharif 2019 season under PMFBY and thus she is not entitled to any claim from answering OP.

10. Learned counsel for OP No.1 has argued that due to non-getting of Aadhar details linked with KCC bank account by complainant despite repeated requests insurance to the crop of complainant was not done and the insurance premium so paid by her was refunded to her bank account. As such, denied for any deficiency in service on its part.

11. From the record, it reveals that OP No.1 has not uploaded complete particulars of land and Aadhar details pertaining to complainant because of which, OP No.2 failed to provide insurance coverage to the crop of complainant. As such, the OP No.1 is deficient and negligent in providing proper services to the complainant because of which she has to suffer monetary loss as well mental pains and physical harassment. Hence the complainant is entitled to get compensation from OP No.1 on account of loss to her crop. It is

pertinent to mention here that as per operational guidelines of PMFBY, in case a farmer is deprived of any benefit under the scheme due to errors/omissions/commissions of the Nodal Bank/Branch/PACS, the concerned institutions only shall make good all such losses. Since, the OP No.2 insurance company was unable to insure the crop of complainant for want of complete particulars pertaining to land etc. of complainant and it has returned the premium so received from OP No.1 bank, therefore, the OP No.2 is absolved from any liability to compensate the complainant. As per document (Annexure R2/C) placed on record by OP insurance company says that sum insured per hectare of notified crops for Bajra was Rs.37,000/-. As such, rate for per acre of Bajra was Rs.14,800/-. As per record, complainant had sown Bajra in 10 ½ acres of land during the season kharif 2019, so she is entitled to get Rs.1,55,400/-. Accordingly, the complaint is allowed and OP No.1 bank is directed to comply with the following directions within 40 days from the date of passing of this order:-

- (i) To pay a sum of Rs.1,55,400/- (Rs. One lac fifty five thousand four hundred) to the complainant alongwith simple interest @ 9% per annum from the date of filing of this complaint till actual realization.
- (ii) To pay a sum of Rs.10,000/- (Rs.Ten thousand) as compensation on account of harassment.
- (iii) Also to pay Rs.5500/- (Rs. Five thousand five hundred) as litigation expenses.

In case of default, the OP No.1 shall liable to pay simple interest @ 12% per annum on all the aforesaid awarded amounts for the period of default. If this order is not complied with, then the complainant shall be entitled to the execution petition under section 71 of Consumer Protection Act, 2019 and in that eventuality, the opposite parties No.1 may also be liable for prosecution under Section 72 of the said Act which envisages punishment of imprisonment, which may extend to three years or fine upto rupees one lac or with both. Certified copies of this order be sent to parties concerned, free of costs, as per rules. File be consigned to the record room, after due compliance.

Announced.

Dated:29.05.2024