

Thomas Vs. the Manager, North Malabar GramIn Bank, Wayanad

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Court : Kerala State Consumer Disputes Redressal Commission SCDRC
Thiruvananthapuram

Decided On : Feb-24-2010

Judge : The Honourable Shri. Justice K.R. Udayabhanu President & the Honourable Shri. M.K. Abdulla Sona Member

Appeal No. : First Appeal No. A/09/63 (Arisen out of order dated 28/08/2008 in Case No. CC 01/06 of District Wayanad)

Appellant : Thomas

Respondent : The Manager, North Malabar GramIn Bank, Wayanad

Judgement :

SRI.M.K.ABDULLA SONA : MEMBE

This appeal prefers from this order passed by the CDRF, Wayanad in the file of C.C.No.1/06 dated 28.08.2008. The Forum below found that there is no deficiency in service on the part of the opposite parties and appellant prefers this appeal from send finding of the Forum below.

The complaint is having a case that his plantain cultivation was totally lost in the severe drought and storm. The opposite party was informed of the destruction of the cultivation the agricultural officer inspected the plantain cultivation of the complainant. The 1st opposite party also informed the complainant subsequently the insured will be compensated adequately. The complainant had the loss of near

about Rs.1,00,000/- due to the drought and storm which resulted in destruction of the crop. When ever the complainant enquired the opposite party was not in a position to compensate paying the insurance amount. If an average crop was obtained the complainant could have an income of Rs.1,00,000/-. The plantain cultivation was insured and the premium was collected by the opposite party. The opposite party is not ready to give the complainant Rs.1,00,000/- the risk covered under the policy.

The 1st opposite party contended in their version that the respondent /complainant should already approached to them for cultivating banana. A loan of Rs.75,000/- was sanctioned on 12.12.2003 on issuing loan to the complainant that the crop was insured as per the notification and direction of the State Level Co-ordination Committee on Crop Insurance. The insurance of crop under this scheme is compulsory for all loanee farmers. The guidelines and notification to the Opposite Partys bank is given by the Nodal Bank which is followed by the guidelines of General Insurance Corporation of India, State Level Corp Insurance Cell T.C.14/1765, Vazhuthacaud. The opposite party collected Rs.462/- as the premium of the insurance. The insurance of the notified crops are to be insured within a period of time the demand drat drawn in favour of the Insurance Company along with the request of 5 other loanees were forward to the corporation on 1.01.2004. The Agricultural Insurance Corporation of India, formerly known as State Level Corporation Insurance Cell under the GIC of India assess the yield in district wise with their method. The claim of the aggrieved individual farmer is not taken into consideration instead of the loss of yield in crop is collectively looked into and if aggrieved farmers found eligible the compensation are paid by the Insurance Corporation. The 1st opposite party has no knowledge on the issuance of compensation in individual basis. The application for compensation filed by the complainant was forwarded to the NMGB head office, Kannur. However the insurer, the General Insurance Corporation of India is not impleaded as a party in this complaint. The complaint itself is bad for the non jointer of necessary parties. There is no latch on the part of the 1st opposite party. The coverage of the insurance in the banana cultivation is for a sum of Rs.35,000/-. The premium collected from the party is Rs.462/-. The complaint is not maintainable and it is to be dismissed with cost to the opposite party.

In the version of the 2nd opposite party they had taken a view that the premium collected by the complainant for the insurance of the banana cultivation is admitted. The complaint is having the lacuna of non joinder of necessary parties. The General Insurance Corporation of India was the agency now it is the Agricultural Insurance Company of India which is acting upon the scheme. The Agricultural Insurance Company of India Ltd. is only an agent of Central Government in the administration aspect. The scheme envisages indemnifying the loss of farmers in the cultivation of items specified as a result of drought heat etc. The purpose of the scheme is to promote the welfare of the farmers. The State Government notifies the crops, the unit of areas etc as decided by the State Level Co-ordination Committee for Crop Insurance, the implementing agency of this scheme is Agricultural Insurance Company of India Ltd (AICIL). The financial institutions are informed by Agricultural Insurance Company of India Ltd. (AICIL) regarding the procedures. The unit of area of insurance notified for banana crop under the scheme during Rabi I 2003,2004 season was a district. The collection of premium as well as the claims are done on seasonal basis. The coverage period prevailing in Kerala for notified banana crop under the scheme are Khariff 1st April to 31st July in Rabi 1 1st October to 31st December of each year. The farmers who receive financial helps for the notified crops in the area where the scheme covers had to give the premium amount. The Commercial or Rural Bank which collect the premium from the farmers who are disbursed loan are to report it to their Nodal Bank Office. The respective Nodal Banks are to give a declaration to crop insurance cell of GIC of India of each notified area. The declarations are the detail of number of farmers insured the crops are covered and the premium remitted etc. The 2nd respondent has not received any detail regarding the name of farmers name of Villages or the name of bank branches where their loans are actually disbursed. The 3rd opposite party is supplemented and filed version on their appearance. The sum up of the version is as follows. The Government of Kerala approved the National Agricultural Insurance Scheme (NAIS) initiated by the Central Government. The General Insurance Corporation of India, State Level Crop Insurance Cell (SLCIC) which is at present known as Agricultural Insurance Company of India Ltd (AICIL) which acts an agent of Central Government in administering the scheme. In the implementation of the scheme during the Rabi -1

and 2 of 2003 04 season in Kerala and the direction with respect to this were given to all the Nodal banks and other financial agencies. The complainant was given a loan of Rs.75,000/- out of which Rs.35,000/- was given for banana cultivation as per the direction in the scheme Rs.462/- was collected from the complainant as the insurance premium. The amount which collected from the loanee farmers as premium was sent to GIC by this respondent through a demand draft along with declaration from loanee farmers. The respondent No.2 received premium. The request of the complainant for the insured amount was in time intimated the GIC in reply to this the respondent, the AIC informed that there is no system in the scheme to consider the individual claims of the borrowers. Further the Wayanad district is not considered as an area for the compensation of the particular cultivation in the absence of short fall in the yield of banana. There is no deficiency in service on the part of this opposite party, the complaint is to be dismissed with cost to this opposite party.

The Forum below raised two points namely,

1. Is there any deficiency in service on the part of the opposite party?
2. Relief and cost.

The complainant examined as Ext.PW1 and examined two other witnesses they are PW2, PW3 respectively for opposite sides is OPW1 and OPW2 are also examined. Ext.A1 to A4 were marked as documentary evidence for the complainant and Ext.B1 to B20 were the documents produced and marked for the opposite parties.

A21 is a letter of authorization. The Forum below answered all the questions arise for the consideration. The Forum below found that as a whole of the complainant does not come under the purview of the consumer and another contention of the complainant is during the period Wayanad district declared by the Government of Kerala as the drought hit area which is admitted by the agricultural officer who is examined as PW3. The implementation of the National Agricultural Insurance Scheme (NAIS) is followed by different committees. The threshold yield for banana in Rabi 1 2003 in Wayanad district was 12047 as per Ext.B20. The premium

collected from the complainant is Rs.462/- which was remitted and Ext.B18 is the statement of details of the payment made. The opposite parties are only the agencies in the implementation of the scheme. From the face of the documents produced and evidence rendered implemented in the case of the complainant. The statistical reports on the crop of banana as per the documents produced also strengthen that the complainant cannot be granted compensation for the destruction of the banana cultivation. There is no deficiency in service on the part of the opposite parties and the point No.1 is found accordingly.

On this day this appeal came before this commission both the appellant and respondents presented and the appellant argued on the grounds of the appeal memorandum that finding of the Forum below is not accordance with the law and evidence and it is not legally sustainable. The counsel for the respondent submitted that the complainant is not coming under the Commission. So this is not entitled to get any compensation. This commission heard for perusal of the entire records available for the case bundle and heard both sides detail. The appellant/complainant is not entitled to get the benefit claim by him as per the documents produced by the counsel for the respondents Ext.B20. A copy of the threshold yield of banana cultivation in Wayanad District during the rabi season 2003-2004. There is not coming within the purview of the claim entitled by the complainant. This commission is having sympathy with this poor agriculturalists (appellant) but the law is not providing any relief to him. In this juncture this cultivation was lost in the severe drought and storm. But it is not coming under the purview of this commission in other words the Wayanad District is not concerned as an area for compensation for particular cultivation. In the absence of there fall in the yield of banana. As per the provisions of law and evidence we are not seeing any reason to interfere in the view taken by the Forum below. The order passed by the Forum below has strictly accordance with the provisions of the law and evidence. In this circumstance we are not intervening in this order of the Forum below. It is legally sustainable we uphold the view taken by the Forum below. Both the Commission and Fora are having the legal limitation to dispose any complaint without observing the principles of law and evidence. It is possible strictly accordance with the law and evidence. The Commission and Fora is a quasi judicial body and shall be functioned only within four corners of the Law. In

this case also the Forum below rightly answered all the questions arised for the consideration.

In the result, this appeal is dismissed and confirmed of the order passed by the Forum below and directed to suffer their respective costs. The points of the appeal answered accordingly.

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