

(1994) 02 NCDRC CK 0013

In the National Consumer Disputes Redressal Commission

V.B. PATIL

APPELLANT

Vs

MANAGER, CANARA BANK

RESPONDENT

Date of Decision : 26-02-1994

Acts Referred:

Citation : 1994 1 CPC 702 : 1994 1 CPR 898 : 1994 2 CPJ 70

Hon'ble Judges : D.R.Vithal Rao , K.R.Ramaswamy Iyengar , Susheela Cheluvaraju J.

Final Decision : Appeal allowed

Judgement

1. THIS appeal, by the complainant, is directed against the order dated 26-8-1992, passed by the District Forum, Dharwad, in Complaint No. 51/ 91-92 dismissing the complaint. The facts, briefly stated, are as follows : 1. The complainant - a retired Assistant Commissioner, had taken-up the personal cultivation of his lands in Doddur village of Shirahatti taluk and for raising the crops of groundnut and jowar in his land in the year 1987-88 availed a crop loan of Rs. 5,000/- from O.P. No. 1-Bank. While sanctioning the said loan, O.P. No. 1-Bank had collected a premium amount for the crop insurance of the complainant's crop.

2. IT is the further case of the complainant that the groundnut and jowar crops for the year 1987- 88 failed, as per Ex. P-I, the report of the Village Accountant. So he claimed the insurance amount of 6,000/- for groundnut and Rs. 1,500/- for jowar from opposite parties Nos. 1 and 2. When they failed to pay the same, filed the complaint seeking the said insured amount with compensation. The opposite parties filed their version. They admitted the fact that the complainant had availed the crop loan of Rs. 5,000/- from O.P. No. 1 and had also insured his crops of groundnut and jowar for the year 1987-88, as averred by the complainant. The opposite parties further averred that the crops of the complainant were insured under the comprehensive crop Insurance scheme as notified by the Government. Under the said scheme, the loss or damage is available to the agriculturists of a specified area only if short-fall in the

production in the whole notified area was found. As per the said scheme, the actual average yield per hectare of the insured crop for the defined area, is determined on the basis of crop cutting experiments conducted by the authorities appointed by the State Government. In case of shortfall in the specific threshold yield is found all the insured farmers in the specified area would be entitled for the compensation. As per crop cutting experiments conducted by the Directorate of Economics and Statistics, Government of Karnataka, the threshold yield and the assessed yield of groundnuts and jowar for the year 1987-Kharif, was as follows : Threshold yield of Groundnut 346 Kgs. and Jowar 433 Kgs. The assessed yield was 712 Kgs of groundnut and 881 Kgs. of jowar was found. So the opposite parties averred that there was no short-fall in the yield of the crop insured. So there was no question of making payment of the insured amount. On the basis of these averments, the opposite parties sought the complaint to be dismissed.

During enquiry, the parties filed their affidavits. The complainant got the Ex. P-1 Anewari report marked in evidence. The opposite parties filed Ex. D-1 to D-9. Ex. D-7 is the comprehensive crop insurance scheme and Ex. D-5 is the letter written by the Director of Economic and Statistics, Govt, of Karnataka, showing the result of crop cutting experiments conducted by the State Government in the defined area for the Kharif season of 1987-88.

3. WE have called for the records and received. WE have heard the appellant and the learned Counsel for the respondents and also perused the records. It is not disputed that the complainant raised loan from the opposite party-bank for raising groundnut and jowar crops in his land for Kharif season of 1987-88 and the said crop was insured with the Insurance Company-opposite party No. 2 under comprehensive crop insurance scheme.

4. THE comprehensive crop insurance scheme provides that if the actual average yield per hectare of the insured crop for the defined area as determined on the basis of crop cutting experiments conducted by the authorities appointed by the State Government falls short of the specific threshold yield, only in that case the insured farmers in the defined area, would be entitled for compensation. In the present case, the crop cutting experiment conducted by the authorities appointed by the State Government regarding the Kharif crop for the year 1987-88 in Shirahatti Taluka of groundnut and jowar, did not show any shortfall as per Ex. D-5. As referred above, the threshold yield for groundnut was 346 Kgs. whereas the assessed yield was found as 712 Kgs. and for Jowar-threshold yield was 433 Kgs. and the assessed yield was found 881 Kgs. Therefore, this by itself, is evident to show that the complainant was not entitled for any compensation under the comprehensive crop insurance scheme in which his crop was insured. The complainant relied on Ex. P-1-Anewari report given by the Village Accountant regarding his crop. Under the scheme that is not the material to be taken into consideration. The scheme under which the complainant's crop was insured was under the comprehensive crop insurance scheme and he was entitled for

compensation if the actual average yield per hectare of the insured for defined area determined on the basis of crop cutting experiment conducted by the authorities appointed by the State Government were to fall short of the specific threshold yield. In the present case, that is not the material placed on record. Having regard to this material, the District Forum held that the complainant failed to establish deficiency in service and in that view dismissed the complaint. We do not find any infirmity in the order dated 26-8-1992, recorded by the District Forum, Dharwad, in Complaint No. 51/91-92. There are no good grounds for us to interfere in the finding recorded by the District Forum. The District forum has awarded costs of Rs. 100/- each to the opposite parties holding that the complainant, even being convinced that there are no merits in the complaint, pursued the complaint and so the opposite parties were entitled for costs. Having regard to the facts and in the circumstances of the case, we find the complainant pursued the complaint under a mistaken notion that Anewari report-Ex. P-1, was the basis for claiming compensation. So we find that awarding of costs from the complainant to the opposite parties is not just and proper. ORDER In the result, therefore, this appeal is allowed in part. The order of the District Forum awarding costs of Rs. 100/- each to the opposite parties is set aside. The order of the District Forum, Dharwad dismissing the complaint is confirmed. The parties are directed to bear and pay their own costs in this appeal. Appeal allowed in part.