



2026:CGHC:20927



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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 4288 of 2022

Chandrakanti Patel D/o Heera Lal Patel Aged About 32 Years R/o Village Birkol, Post Navagarh, Tahsil Saraipali, District : Mahasamund, Chhattisgarh

... Petitioner

versus

1 - State Of Chhattisgarh Through Secretary, Department Of Agriculture, Mantralaya, Mahanadi Bhawan, Atal Nagar Nawa Raipur, District : Raipur, Chhattisgarh

2 - General Manager State Bank Of India, Main Branch Raipur, District : Raipur, Chhattisgarh

3 - Branch Manager State Bank Of India, Branch Saraipali, District : Mahasamund, Chhattisgarh

4 - Agriculture Insurance Company Of India Limited Regional Office, L.I.C. Investment, Building Phase - 2, Second Floor, Raipur, District : Raipur, Chhattisgarh

... Respondents

(Cause-title taken from Case Information System)

For Petitioner	:	Mr. Shikhar Sharma, Advocate
For Respondent No.1	:	Mr. Saumitra Kesharwani, Panel Lawyer
For Respondents No.2 & 3	:	Mr. P.R. Patankar, Advocate
For Respondent No.4	:	Mr. Sourabh Sharma, Advocate

Hon'ble Shri Amitendra Kishore Prasad, Judge

Order on Board

05.05.2026

1. By way of the present petition, the petitioner does not assail any specific order, but seeks a direction to the respondent authorities and the insurance company to release the amount of compensation under the agricultural insurance scheme, for which the petitioner had



duly deposited the requisite premium with respondent No. 3, i.e., the Branch Office of State Bank of India, Saraipali. The petitioner has prayed for following reliefs :-

“10.1 That, this Hon'ble Court may kindly be pleased to issue appropriate writ, order, directing the respondent authorities to pay amount of compensation in respect of the agricultural insurance for the loss incurred by the petitioner in the year-2021-22.

10.2 Any appropriate writ, direction or order may also kindly be passed in favour of the petitioners, which this Hon'ble Court deems fit in the circumstances of the case.”

2. Learned counsel for the petitioner submits that the petitioner, being an agriculturist, had duly insured his agricultural land by depositing the requisite premium with the authorized bank, i.e., respondent No. 3, which was acting on behalf of the insurance company. It is contended that once the premium amount has been accepted and acknowledged, the petitioner cannot be denied the benefit of insurance compensation on account of any internal lapse between the bank and the insurance company, particularly the failure to upload the petitioner's details on the CentralCrop Insurance Portal. It is further submitted that the petitioner suffered substantial crop loss during the year 2021–22, which was also inspected by the concerned authorities, and despite estimation of compensation, the same has not been released till date. Learned counsel argues that the petitioner has fulfilled all obligations under the scheme, and any negligence on the part of the respondent bank in not entering the



requisite details cannot defeat the petitioner's legitimate claim. It is thus urged that the respondents are jointly liable to pay the insurance amount, and denial thereof is arbitrary, illegal, and contrary to the object of the crop insurance scheme.

3. On the other hand, learned State counsel for respondent No. 1 submits that the present petition is misconceived and not maintainable, as the dispute essentially arises out of an insurance claim involving factual adjudication. It is contended that the State authorities have no direct role in either collection of premium or disbursement of insurance amount, which is governed by the terms of the scheme and the contractual obligations between the Bank and the Insurance Company. It is further submitted that in absence of any specific statutory violation attributable to the State, no direction can be issued against respondent No. 1, and the petitioner, if so aggrieved, has an alternative efficacious remedy before the appropriate forum.
4. Learned counsel for respondents No. 2 & 3 – State Bank of India submits that the role of the Bank is limited to collection of premium and forwarding requisite particulars to the concerned agency within the prescribed time. It is contended that the claim of the petitioner involves disputed questions of fact, particularly with regard to submission of complete documents and identification of all khasra numbers, some of which receipts are admittedly missing. It is further submitted that in absence of complete and verifiable data within the stipulated time, the petitioner's details could not be processed on the



portal, and therefore, no liability can be fastened upon the Bank. The Bank denies any negligence and submits that the petition is misconceived.

5. Learned counsel for respondent No. 4 – Insurance Company submits that the petitioner is not reflected as an insured farmer on the CentralCrop Insurance Portal, which is a mandatory requirement under the scheme for processing any claim. It is contended that the responsibility of uploading the farmer's details lies upon the authorized bank, and in absence of such entry within the prescribed timeline, no contractual or statutory liability arises upon the insurance company to disburse compensation. It is further submitted that the insurance company cannot be compelled to indemnify a person whose name does not exist in the official records, and therefore, the claim of the petitioner has rightly been denied.
6. I have heard learned counsel for the parties and perused the material available on record.
7. From perusal of the material available on record, it transpires that the petitioner seeks issuance of an appropriate writ directing the respondent authorities to release compensation under the agricultural insurance scheme for the loss allegedly suffered during the year 2021–22. However, from the record, it is evident that the name of the petitioner does not find place in the Central Crop Insurance Portal, which is a mandatory prerequisite for recognition of a farmer as an insured beneficiary under the scheme. In absence of such registration, the petitioner cannot be



treated as an insured farmer and, consequently, is not entitled to claim compensation under the scheme.

- 8.** It is the specific case of the petitioner that due to inaction and negligence on the part of the Bank, his details were not uploaded on the portal despite deposit of premium. This allegation, however, gives rise to disputed questions of fact, particularly regarding submission of requisite details, completeness of records, and adherence to procedural requirements within the stipulated time. Such factual controversies cannot be adjudicated in exercise of writ jurisdiction under Article 226 of the Constitution of India.
- 9.** The aforesaid position is further fortified by the communication dated 29.07.2022 issued by the Regional Manager of Agriculture Insurance Company, wherein it has been categorically stated that the petitioner's name is not reflected in the Central Crop Insurance Portal. It has also been indicated that appropriate action could be taken upon furnishing of Farmer ID and Account ID. The said communication further clarifies that in the event any lapse is attributable to the concerned Bank, Financial Institution, Common Service Centre (CSC), intermediary, or Insurance Company, resulting in deprivation of insurance benefits to an agriculturist, the concerned defaulting entity would be liable for the loss caused to such agriculturist.



10. In view of the aforesaid, this Court is of the considered opinion that if the petitioner has been deprived of the benefit of the crop insurance scheme due to any lapse or negligence on the part of respondent No. 2 and/or respondent No. 3, it would be open for the petitioner to avail appropriate remedy before the competent forum in accordance with law. However, so long as the petitioner's name does not appear in the Central Crop Insurance Portal, no direction can be issued to the Insurance Company for payment of compensation under the scheme.
11. Consequently, no relief, as prayed for by the petitioner, can be granted in the present writ petition. However, liberty is reserved in favour of the petitioner to take recourse to appropriate legal proceedings against the concerned respondents, if so advised.
12. With the aforesaid observations and liberty, the present writ petition stands **disposed of**.
13. There shall be no order as to costs.

Sd/-
(Amitendra Kishore Prasad)
Judge