CGHC010340712026 2026:CGHC:39584

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WP227 No. 1131 of 2026

Agriculture Insurance Company Of India Ltd. Through Regional Manager, Address Regional Office, L.I.C. Investment Building, Phase - 2, Second Floor, Pandri, Raipur (C.G.), Alternate Address - Office Block - 1, Fifth Floor, Plate B And C, East Kidwai Nagar, New Delhi, 110023

--- Petitioner(s)

versus

1 - Branch Manager Punjab National Bank Branch Bhandarpur, Address Bhandarpur, Tehsil - Khairagarh, District - Rajnandgaon (Present District - K.C.G.) (C.G.), 491414

2 - Shrawan Kumar Chakradhari S/o Gulamram Chakradhari Aged About 65 Years R/o Village - Banbod, Tehsil - Khairagarh, District - Rajnandgaon (Present District - K.C.G.) (C.G.) - 491445

--- Respondent(s)

WP227 No. 1134 of 2026

Agriculture Insurance Company Of India Ltd. Through Regional Manager, Address Regional Office, L I C Investment Building, Phase - 2, Second Floor, Pandri, Raipur (C.G.) Alternate Address - Office Block - 1, Fifth Floor, Plate B And C, East Kidwai Nagar, New Delhi, 110023

---Petitioner(s)

Versus

1 - Branch Manager Punjab National Bank Branch Bhandarpur, Address Bhandarpur, Tehsil - Khairagarh, District - Rajnandgaon (Present District - K. C. G. (C.G.), 491414

2 - Jayendra Kumar Verma, S/o Satrughan Verma, Aged About 49 Years R/o Village - Khairbana, Tehsil - Dongargarh, District - Rajnandgaon, (Present District K. C. G.) (C.G.) - 491881

--- Respondent(s)

WP227 No. 1132 of 2026

Agriculture Insurance Company Of India Ltd. Through Regional Manager, Address- Regional Office, Lic Investment Building, Phase- 2, Second Floor, Pandri, Raipur (C.G.) Alternate Address- Office Block- 1, Fifth Floor, Plate B And C, East Kidwai Nagar, New Delhi, 110023

---Petitioner(s)

Versus

1 - Branch Manager Punjab National Bank Branch- Bhandarpur, Address- Bhandarpur, Tehsil- Khairagarh, District- Rajnandgaon (Present District- K.C.G.) (C.G.), 491414

2 - Prakash Gond S/o Preetram Mandawi Aged About 48 Years R/o Village- Jagannathpur/karela, Tehsil- Khairagarh, District- Rajnandgaon (Present District- K.C.G.) (C.G.)- 491445

--- Respondent(s)

For Petitioner(s)	**:**	Mr. Suraj Patel, Advocate
For Respondent(s)	**:**	Mr. Sharad Mishra, Advocate

(Hon'ble Shri Justice Ravindra Kumar Agrawal, J.)

Order on Board

09/09/2026

1. As all these three writ petitions arise from a common order passed by the learned National Consumer Disputes Redressal Commission, New Delhi, and involve common questions of fact and law, they were heard together and are being disposed of by this common order.

2. The petitioner in all the petitions has filed the present writ petition seeking for the following reliefs :-

> "(i) That this Hon'ble Court may kindly be pleased to allow the writ petition and consequently, issue an appropriate writ/order/direction thereby quashing/setting aside the impugned order dated 01.10.2025 passed by the National Consumer Disputes Redressal

Commission, New Delhi.

(ii) That this Hon'ble Court may kindly be pleased to issue an appropriate writ/order/direction thereby staying the operation and effect of the impugned order dated 01.10.2025, till the pendency of this writ petition.

(iii) That any other order/relief which this Hon'ble Court may deem fit, proper and just in the facts and circumstances of the present case may also kindly be awarded to the petitioner in the ends of justice & equity.

(iv) That the cost of the petition may kindly also be awarded to the petitioner."

3. The present writ petitions are filed by the Agriculture Insurance Company of India Ltd. challenging the order of the National Consumer Disputes Redressal Commission affirming the order of the Chhattisgarh State Consumer Disputes Redressal Commission, whereby the petitioner/Insurance Company and Punjab National Bank were held jointly and severally liable to compensate the respondent-farmers under the Pradhan Mantri Fasal Bima Yojana (PMFBY). The respondent-farmers had availed Kisan Credit Card loans, and the Bank had deducted the crop insurance premium from their accounts and remitted the same to the Insurance Company for Rabi 2019-20. However, the Bank failed to upload the farmers' particulars on the National Crop Insurance Portal (NCIP), resulting in denial of insurance coverage despite the farmers being otherwise eligible and similarly situated farmers having received compensation. The District Consumer Commission initially exonerated the Insurance Company and held only the Bank liable, but the State Commission modified the order by holding that while the Bank was negligent in not uploading the farmers' data, the Insurance Company had also committed deficiency in service by retaining the premium amount for several months without

either extending insurance coverage or refunding the premium within the prescribed time under the applicable Government notifications. The National Commission affirmed the said finding, holding both agencies jointly and severally liable. Aggrieved thereby, the Insurance Company approached this Court contending that under the PMFBY Operational Guidelines, the responsibility for uploading farmers' data rested exclusively with the Bank and, therefore, the entire liability ought to have been fastened upon the Bank alone.

4. Learned counsel appearing for the parties jointly submit that the controversy involved in the present writ petitions is squarely covered by the decision of this Court rendered in **WP(227) No. 845 of 2026 (Agriculture Insurance Company Of India Ltd. v. Branch Manager and another)** and the connected batch of petitions vide order dated 17.07.2026. It is, therefore, prayed that the present writ petition may also be decided in terms of the said order.

5. I have heard learned counsel for the parties and perused the documents annexed to the writ petition.

6. This Court, while deciding WP(227) No. 845 of 2026 and the connected batch of petitions by order dated 17.07.2026, observed as under:

> "13. In the present case, the controversy does not relate to the entitlement of the complainant/farmers to receive compensation under the PMFBY, as the said issue has attained finality. The limited question raised by the petitioner/Insurance Company is with regard to the fastening of joint and several liability upon it along with the Respondent No. 1/Bank. The State Consumer

Disputes Redressal Commission, upon a detailed appreciation of the PMFBY Operational Guidelines, the Government notifications and the material available on record, modified the order of the District Commission by holding both the Respondent No. 1/Bank and the petitioner/Insurance Company liable, which has been affirmed by the National Consumer Disputes Redressal Commission. It is well settled that while exercising jurisdiction under Article 227, this Court does not sit as a Court of appeal over the findings recorded by the tribunals below and interference is warranted only where the findings suffer from patent perversity, manifest illegality or jurisdictional error. The parameters governing the exercise of supervisory jurisdiction stand authoritatively explained by the Supreme Court in **Shalini Shyam Shetty v. Rajendra Shankar Patil**, (2010) 8 SCC 329, wherein it has been held that Article 227 is intended to keep subordinate courts and tribunals within the bounds of their authority and cannot be invoked for re-appreciation of evidence and held that:-

> "40. Same principles have been followed by this Court in Mani Nariman Daruwala v. Phiroz N. Bhatena[1] , wherein it has been held that in exercise of its jurisdiction under Article 227, the High Court can set aside or reverse finding of an inferior court or tribunal only in a case where there is no evidence or where no reasonable person could possibly have come to the conclusion which the court or tribunal has come to. This Court made it clear that except to this "limited extent" the High Court has no jurisdiction to interfere with the findings of fact (see SCC pp. 149-50, para 18). In coming to the above finding, this Court relied on its previous decision rendered in Chandavarkar Sita

1 (1991) 3 SCC 141

Ratna Rao v. Ashalata S. Guram[2]. The decision in Chandavarkar is based on the principle of the Constitution Bench judgments in Waryam Singh[3] and Nagendra Nath[4] discussed above.

41. To the same effect is the judgment rendered in Laxmikant Revchand Bhojwani v. Pratapsing Mohansingh Pardeshi[5]. In SCC para 9 at pp. 579-80 of the Report, this Court clearly reminded the High Court that under Article 227 that it cannot assume unlimited prerogative to correct all species of hardship or wrong decisions. Its exercise must be restricted to grave dereliction of duty and flagrant abuse of fundamental principles of law and justice.

42. Same views have been taken by this Court in respect of the ambit of High Court's power under Article 227 in Lonand Grampanchayat v. Ramgiri Gosavi[6] (AIR pp. 222-34, para 5 of the Report) and the decision of this Court in Jijabai Vithalrao Gajre v. Pathankhan[7]. The Constitution Bench ratio in Waryam Singh[8] about the scope of Article 227 was again followed in Ahmedabad Mfg. & Calico Ptg. Co. Ltd. v. Ram Tahel Ramnand[9].

43[10]*. In a rather recent decision of the Supreme Court in Surya Dev Rai v. Ram Chander Rai[11] a two-Judge Bench of this Court discussed the principles of interference by the High Court under

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2 (1986) 4 SCC 447

3 Waryam Singh v. Amarnath, AIR 1954 SC 215

4 *Nagendra Nath Bora v. Commr. Of Hills Division and Appeals, AIR 1958 SC 398*

5 (1995)6 SCC 576

6 AIR 1968 SCC 222

7 (1970)2 SCC 717

8 Waryam singh v. Amarnath AIR 1954 SC 215

9 (1972)1 SCC 898

10 *ED: Para 43 Corrected vide official Corrigendum No. F.3/ED.B.J./84/2010 dated 26-08-2010.

11 (2003)6 SCC 675

Article 227. Of course in Surya Dev Rai this Court held that a writ of certiorari is maintainable against the order of a civil court, subordinate to the High Court (SCC p. 688, para 19 of the Report). The correctness of that ratio was doubted by another Division Bench of this Court in Radhey Shyam v. Chhabi Nath[12] and a request to the Hon'ble Chief Justice for a reference to a larger Bench is pending. But insofar as the formulation of the principles on the scope of interference by the High Court under Article 227 is concerned, there is no divergence of views.

44. In para 38 sub-para (4) at SCC p. 695 of the Report, the following principles have been laid down in Surya Dev Rai and they are set out:

"38.(4) Supervisory jurisdiction under Article 227 of the is exercised for keeping the subordinate courts within the bounds of their jurisdiction. When a subordinate court has assumed a jurisdiction which it does not have or has failed to exercise a jurisdiction which it does have or the jurisdiction though available is being exercised by the court in a manner not permitted by law and failure of justice or grave injustice has occasioned thereby, the High Court may step in to exercise its supervisory jurisdiction."

45. Sub-paras (5), (7) and (8) of para 38 are also on the same lines and extracted below: (Surya Dev Rai case SCC pp. 695-96)

"38.(5) Be it a writ of certiorari or the exercise of supervisory jurisdiction, none is available to correct mere errors of fact or of law unless the following requirements are satisfied: (I) the error is manifest

12 (2009)5 SCC 616

and apparent on the face of the proceedings such as when it is based on clear ignorance or utter disregard of the provisions of law, and (ii) a grave injustice or gross failure of justice has occasioned thereby.

(6) * * *

(7) The power to issue a writ of certiorari and the supervisory jurisdiction are to be exercised sparingly and only in appropriate cases where the judicial conscience of the High Court dictates it to act lest a gross failure of justice or grave injustice should occasion. Care, caution and circumspection need to be exercised, when any of the abovesaid two jurisdictions is sought to be invoked during the pendency of any suit or proceedings in a subordinate court and the error though calling for correction is yet capable of being corrected at the conclusion of the proceedings in an appeal or revision preferred there against and entertaining a petition invoking certiorari or supervisory jurisdiction of the High Court would obstruct the smooth flow and/or early disposal of the suit or proceedings. The High Court may feel inclined to intervene where the error is such, as, if not corrected at that very moment, may become incapable of correction at a later stage and refusal to intervene would result in travesty of justice or where such refusal itself would result in prolonging of the lis.

(8) The High Court in exercise of certiorari or supervisory jurisdiction will not convert itself into a court of appeal and indulge in re appreciation or evaluation of evidence or correct errors in drawing

inferences or correct errors of mere formal or technical character."

49. On an analysis of the aforesaid decisions of this Court, the following principles on the exercise of High Court's jurisdiction under Article 227 of the Constitution may be formulated:

(a) A petition under Article 226 of the Constitution is different from a petition under Article 227. The mode of exercise of power by the High Court under these two articles is also different.

(b) In any event, a petition under Article 227 cannot be called a writ petition. The history of the conferment of writ jurisdiction on High Courts is substantially different from the history of conferment of the power of superintendence on the High Courts under Article 227 and have been discussed above.

(c) High Courts cannot, at the drop of a hat, in exercise of its power of superintendence under Article 227 of the Constitution, interfere with the orders of tribunals or courts inferior to it. Nor can it, in exercise of this power, act as a court of appeal over the orders of the court or tribunal subordinate to it. In cases where an alternative statutory mode of redressal has been provided, that would also operate as a restrain on the exercise of this power by the High Court.

(d) The parameters of interference by High Courts in exercise of their power of superintendence have been repeatedly laid down by this Court. In this regard the High Court must be guided by the principles laid down by the Constitution Bench of this Court in Waryam Singh and the principles in

Waryam Singh have been repeatedly followed by subsequent Constitution Benches and various other decisions of this Court.

(e) According to the ratio in Waryam Singh, followed in subsequent cases, the High Court in exercise of its jurisdiction of superintendence can interfere in order only to keep the tribunals and courts subordinate to it, "within the bounds of their authority".

(f) In order to ensure that law is followed by such tribunals and courts by exercising jurisdiction which is vested in them and by not declining to exercise the jurisdiction which is vested in them.

(g) Apart from the situations pointed in (e) and (f), High Court can interfere in exercise of its power of superintendence when there has been a patent perversity in the orders of the tribunals and courts subordinate to it or where there has been a gross and manifest failure of justice or the basic principles of natural justice have been flouted.

(h) In exercise of its power of superintendence High Court cannot interfere to correct mere errors of law or fact or just because another view than the one taken by the tribunals or courts subordinate to it, is a possible view. In other words the jurisdiction has to be very sparingly exercised.

(i) The High Court's power of superintendence under Article 227 cannot be curtailed by any statute. It has been declared a part of the basic structure of the Constitution by the Constitution Bench of this Court in L. Chandra Kumar v. Union of India[13] and therefore abridgment by a constitutional amendment is also very doubtful.

(j) It may be true that a statutory amendment of a rather cognate provision, like Section 115 of the Civil Procedure Code by the Civil Procedure Code (Amendment) Act, 1999 does not and cannot cut down the ambit of High Court's power under Article 227. At the same time, it must be remembered that such statutory amendment does not correspondingly expand the High Court's jurisdiction of superintendence under Article 227.

(k) The power is discretionary and has to be exercised on equitable principle. In an appropriate case, the power can be exercised suo motu.

(l) On a proper appreciation of the wide and unfettered power of the High Court under Article 227, it transpires that the main object of this article is to keep strict administrative and judicial control by the High Court on the administration of justice within its territory.

(m) The object of superintendence, both administrative and judicial, is to maintain efficiency, smooth and orderly functioning of the entire machinery of justice in such a way as it does not bring it into any disrepute. The power of interference under this article is to be kept to the minimum to ensure that the wheel of justice does not come to a halt and the fountain of justice remains pure and unpolluted in order to maintain public confidence in the functioning of the tribunals and courts subordinate to the High Court.

13 (1997)3 SCC 261: 1997 SCC (L&S) 577

(n) This reserve and exceptional power of judicial intervention is not to be exercised just for grant of relief in individual cases but should be directed for promotion of public confidence in the administration of justice in the larger public interest whereas Article 226 is meant for protection of individual grievance. Therefore, the power under Article 227 may be unfettered but its exercise is subject to high degree of judicial discipline pointed out above.

(o) An improper and a frequent exercise of this power will be counterproductive and will divest this extraordinary power of its strength and vitality."

14. The same principle has been reiterated in the case of **Radhey Shyam v. Chhabi Nath**, (2015) 5 SCC 423, wherein the Supreme Court clarified that the power under Article 227 has not been expanded and is intended only to ensure that subordinate courts act within the limits of their jurisdiction and that interference is warranted only in cases of patent perversity, gross miscarriage of justice, or jurisdictional error.

15. From the record, it is not in dispute that the Respondent No. 1/Bank deducted the crop insurance premium from the accounts of the complainant/farmers and remitted the same to the petitioner/ Insurance Company. Equally undisputed is the fact that the particulars of the complainants were not uploaded on the NCIP, resulting in the denial of insurance coverage. The petitioner has attempted to contend that in the absence of portal entry, no contract of insurance ever came into existence and, therefore, the entire liability must rest upon the Respondent No. 1/Bank alone. However, the Consumer Commissions below have not ignored this omission on the part of the Respondent No. 1/Bank;

rather, they have specifically recorded a finding that the Respondent No. 1/Bank was negligent in failing to upload the requisite particulars despite repeated extensions granted by the Central Government. At the same time, the State Commission has also found that the petitioner retained the premium amount without either extending the benefit of insurance or refunding the premium within the stipulated period prescribed under the applicable Government notifications. Thus, the finding of joint negligence is founded upon an appreciation of the obligations cast upon both implementing agencies under the Scheme and cannot be said to be either arbitrary or unsupported by the record.

16. This Court also finds no substance in the submission that the State Commission misapplied the Government Notification dated 08.07.2019 and the communication issued by the Ministry of Agriculture dated 08.11.2019. The State Commission has taken note of the fact that even after reconciliation of the premium, the petitioner neither refunded the premium amount within the prescribed time nor ensured that the discrepancy was resolved, despite retaining the premium for a considerable period. It is reflected from paragraph 8 of the order dated 01.10.2025 passed by the learned National Commission that the premium was deducted on 30.07.2019 and it was refunded on 28.05.2020, i.e. after about 10 months. It is relevant here to reproduced the paragraph 8 of the order passed by National Commission, which reads as under:-

> “8. Opposite party No. 1 bank reiterating its submissions made before the District Commission has argued that due to Aadhar mismatch in the PMFBY portal the opposite party No. 2 insurance company rejected the proposal of insurance and returned the premium on 28.05.2020 after about

> one year from the date of deduction. Learned district commission has based the impugned order upon notification dated 24.05.2017 of CG Government, whereas the premium was deducted on 30.07.2019 and at that time notification No. 3700/ F-02/13/ PMFBY/ 2019/ 14-2 dated 08.07.2019 was already issued and effective. As per condition No. 27of the notification of the year 2019 if the concerned bank fails to provide information/documents for rectification of defects, it was obligatory for the insurance company to refund the premium within three weeks, failing which the liability to pay compensation shall lie with the insurance company. In the instant case premium was deducted on 30.07.2019 and it was refunded on 28.05.2020 i.e. after about one year. The insurance company used the amount of premium during that period and refused the same after payment of compensation to other farmers. It is prayed that this appeal be allowed and the liability of payment of compensation be shifted upon the opposite party No. 2 insurance company."

17. The National Commission has also considered the notification dated 08.07.2019 issued by the State Government, and para 16 of the order passed by the National Commission is as under:-

> "16. Learned counsel for the opposite party No.1 Bank has drawn our attention towards Condition No.27 of Notification No.3700/ F-02/13/ PMFBY/ 2019/14-2 dated 08.07.2019 under which the Pradhan Mantri Fasal Bima Yojana for Kharif & Rabi crop of 2019-20 were implemented in all the 27 districts of Chhattisgarh. Condition No.27 of the said notification envisages that: -

यदि वित्तीय संस्था द्वारा नियत समय सिमा में जानकारी दस्तावेज उपलब्ध नहीं कराई जाती है तो बिमा कंपनी द्वारा समबन्धित प्रीमियम राशि तीन सप्ताह के भीतर बैंको को अनिवार्य रूप से वापस किया जाना होगा अन्यथा कृषको को नियमानुसार दवा प्रतिपूर्ति को सम्पूर्ण दायित्व बिमा कंपनी की होगी"

From bare reading of Condition No.27 of the relevant notification of 2019 which was applicable for Kharif and Rabi season of 2019-20 it clearly appears that in case of failure of the Bank/ Financial Institution in providing information/ documents it was obligatory for the concerned insurance company to refund the premium within three weeks otherwise the liability of payment of claim compensation, as per rule, would be of the concerned insurance company. Thus, the opposite party No.2 insurance company was duty bound to refund the premium within three weeks at least from the final extended cut-off date of entry in the portal or maximum after three weeks from 18th November 2019 but the opposite party No.2 insurance company kept the premium till 28.05.2020. But at this juncture the negligence and deficiency in service committed by the opposite party No.1 Bank in not entering the correct information of the farmers in the concerned portal even after time extensions till 14.11.2019 also cannot be brushed aside, hence in our considered view both the opposite parties are jointly and severally liable for payment of compensation under the crop insurance in question.

18. The National Commission has concurred with the said finding by observing that the PMFBY is a welfare scheme requiring coordinated functioning of all implementing agencies and that the omission on the part of one agency cannot absolve the other from discharging its corresponding obligations under the Scheme. These are findings of fact based upon the interpretation of the

Scheme Guidelines and the Government communications.

19. It is equally significant that the petitioner does not dispute that the complainants were otherwise eligible farmers and that similarly situated farmers received compensation under the PMFBY. The only reason for denial of the benefit to the complainants was the failure of the implementing agencies to complete the procedural requirements contemplated under the Scheme. The object of the PMFBY is to provide financial protection to farmers against crop loss arising from natural calamities. Being a beneficial social welfare scheme, its provisions cannot be construed in a manner that defeats its object or leaves an innocent farmer remediless because of lapses attributable to the implementing agencies. The Consumer Commissions have, therefore, rightly concentrated on ensuring that the beneficiaries of the Scheme are compensated and have left the question of inter se adjustment of liability between the Respondent No. 1/Bank and the petitioner/Insurance Company to be worked out in accordance with law. Such an approach is consistent with the beneficial object of the Scheme and cannot be characterised as suffering from any jurisdictional infirmity.

20. Since the petitioner/Insurance Company is claiming the benefit of Clauses 17.2 and 35.5.13 of the Operational Guideline of PMFBY, it is necessary to take notice of the said provisions here, which are as under:-

> "17.2 Consolidated declaration/ formats to be uploaded/entered electronically by Nodal Banks/Branches shall contain details about total insured area of the farmers, number of Loanee and Non-loanee farmers enrolled, Total Premium Amount remitted, premium remittance Unique

Transaction Reference (UTR no.) and Date of remittance as per the format provided on the NCIP. Banks are required to upload the insured farmers' data mandatorily on the National Crop Insurance Portal. No other platform shall be used for uploading/submission of farmers' data. Those farmers whose data is uploaded on the NCIP shall only be eligible for Insurance coverage and accordingly the premium subsidy will also be released. In cases where farmers are denied crop insurance due to incorrect/partial/non-uploading of their details on portal, concerned Banks/ Intermediaries shall be responsible for payment of claims(if any).

35.5.13 Banks should ensure that farmers are not deprived of any benefit under the Scheme due to errors/omissions/commissions of the concerned branch/PACS, and in case of such errors, the concerned agencies shall have to make good of all such losses."

21. The submission of the petitioner/Insurance Company that Clause 17.2 and Clause 35.5.13 of the PMFBY Operational Guidelines completely exonerate the Insurance Company also does not merit acceptance in the facts of the present case. The Consumer Commissions have not ignored the statutory obligations of the Respondent No. 1/Bank under the Guidelines; rather, those obligations have been expressly recognised. However, the finding of joint liability has been recorded after considering the entire Scheme, the State Government notification and the conduct of the petitioner in retaining the premium without timely refund. Such a composite appreciation of the material cannot be substituted by this Court merely because the petitioner

seeks a different interpretation of certain clauses of the Guidelines.

22. The submission advanced on behalf of the petitioner that, in view of Clause 35.5.13 of the PMFBY Operational Guidelines, it should be granted liberty to recover the amount of compensation from the Respondent No. 1/Bank, also does not merit acceptance. Clause 35.5.13 undoubtedly provides that where a farmer is deprived of insurance benefits on account of any error, omission or negligence attributable to the concerned implementing agency, such agency shall be responsible for making good the resultant loss. However, the said provision cannot be invoked by the petitioner to absolve itself of its own independent deficiency in service. The concurrent findings recorded by the State Commission and affirmed by the National Commission clearly establish that although the petitioner had received the premium amount on 30.07.2019, it retained the same until 28.05.2020 without either extending insurance coverage to the complainants or refunding the premium within the prescribed period, despite being aware that the requisite particulars had not been uploaded on the portal. Such prolonged retention of the premium without extending any corresponding benefit constituted an independent deficiency in service on the part of the petitioner/ Insurance Company. Once the petitioner/Insurance Company itself is found to have contributed to the deprivation of the complainants' legitimate claim under the Scheme, it cannot seek the protection of Clause 35.5.13 to shift the entire liability upon the Respondent No. 1/Bank. The benefit of the said clause is available only to an agency that is free from blame and has suffered liability solely because of the default of another implementing agency; it cannot be extended to a party whose own negligence has concurrently caused the loss.

> Consequently, no liberty, as sought by the petitioner, deserves to be granted under Clause 35.5.13 of the Operational Guidelines of PMFBY.
>
> 23. In the present case, this Court finds that the State Commission and the National Commission have assigned cogent and plausible reasons for fastening joint and several liability upon the petitioner/Insurance Company and the Respondent No. 1/Bank after considering the relevant Scheme Guidelines, Government notifications and the evidence on record. The findings are neither shown to be perverse nor contrary to any statutory provision. Consequently, this Court is of the considered opinion that the impugned order passed by the learned National Consumer Disputes Redressal Commission affirming the order of the State Commission does not call for interference.
>
> 24. Accordingly, both the writ petitions, being devoid of merit, deserve to be and are hereby **dismissed**.”

7. Since WP(227) No. 845 of 2026 and the connected batch of petitions have already been dismissed by this Court vide order dated 17.07.2026, and the issues involved in the present writ petitions are identical to those involved in WP(227) No. 845 of 2026, this Court finds no reason to take a view different from the one taken in the aforesaid judgment.

8. In view of the aforesaid and considering that the controversy involved in the present writ petitions stands squarely covered by the judgment of this Court rendered in **WP(227) No. 845 of 2026 (Agriculture Insurance Company of India Ltd. v. Branch Manager and another)** and the connected batch of petitions decided on **17.07.2026**, this Court finds no reason to take a different view. The impugned order

passed by the learned National Consumer Disputes Redressal Commission does not suffer from any jurisdictional error, patent perversity or manifest illegality warranting interference in exercise of supervisory jurisdiction under Article 227 of the Constitution of India. Accordingly, all the writ petitions, being devoid of merit, are hereby **dismissed**.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sumit