In the High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side

The Hon'ble Mr. Justice Sabyasachi Bhattacharyya

CPAN 1991 of 2024
IA No: CAN 1 of 2026
in
WPA 12855 of 2024

Sk. Ali Hossain
Vs.
K G Ananta Krishan

With

CPAN 1992 of 2024
in
WPA 14194 of 2021
IA No: CAN 1 of 2025

Syaid Mahasum Billa
Vs.
K V ANANTA KRISHAN

with

CPAN 1993 of 2024
in
WPA 14180 of 2021
IA NO: CAN 1 of 2025

Sk Rejaul Hossain
Vs.
K V Ananta Krishan

With

CPAN 1995 of 2024
in
WPA 13403 of 2021
IA No: CAN 1 of 2025

Durba Mahapatra
Vs.
K G Ananta Krishan

With

CPAN 1996 of 2024
in
WPA 13397 of 2021
IA NO: CAN 1 of 2025

Subham Mahapatra
Vs.
K G Ananta Krishan

With

CPAN 1997 of 2024
In
WPA 12836 of 2021
IA No: CAN 1 of 2025

Samir Mahapatra
Vs.
K G Ananta Krishan

With

CPAN 1998 of 2024
In
WPA 13388 of 2021
IA No: CAN 1 of 2025

Tripti Goswami
Vs.
K G Ananta Krishan

With

CPAN 1999 of 2024
In
WPA 14190 of 2021
IA No: CAN 1 of 2025

Syed Yasin Hossain
Vs.
K G Ananta Krishan

With

CPAN 2010 of 2024
In
WPA 14184 of 2021
IA No: CAN 1 of 2025
Sk. Ainal Haque
Vs.
K G Ananta Krishan

2023:CHC-AS:45315

With

CPAN 2012 of 2024
In
WPA 14182 of 2021
IA No: CAN 1 of 2025

Mir Yasin
Vs.
K G Ananta Krishan

For the petitioners in CPAN 1991 of 2024, CPAN 1992 of 2024, CPAN 1993 of 2024, CPAN 1995 of 2024, CPAN 1996 of 2024, CPAN 1997 of 2024, CPAN 1998 of 2024, CPAN 1999 of 2024, CPAN 2010 of 2024, CPAN 2012 of 2024	:	Mr. S. K. Humayun Reza
For the Insurance Company In all the matters	:	Mr. Abhratosh Majumdar, Mr. Rajesh Singh, Mr. Aniruddha Singh, ... Advs.
For the alleged contemnor/ Punjab National Bank in CPAN 1991 of 2024, CPAN 1992 of 2024, CPAN 1993 of 2024, CPAN 1995 of 2024, CPAN 1996 of 2024, CPAN 1997 of 2024, CPAN 1998 of 2024, CPAN 1999 of 2024, CPAN 2010 of 2024, CPAN 2012 of 2024	:	Mr. Biswaroop Bhattacharya, Mrs. Parna Roy Choudhury, Ms. Trisa Chanda, ... Advs.
Heard on	:	14.11.2025, 12.12.2025, 19.12.2025, 27.03.2026 & 03.07.2026
Reserved on	:	03.07.2026
Judgment on	:	10.07.2026

Sabyasachi Bhattacharyya, J.:-

1. The present proceeding originated from a bunch of writ petitions filed by a group of agriculturists of the Kotulpur area of District Bankura in West Bengal. All the writ petitioners had applied for coverage under a crop insurance scheme, namely, the "Bangla Shasya Bima" (BSB) Yojana, floated by the Department of Agriculture, Government of West Bengal, for the year 2019-2020. According to the writ petitioners, although they deposited premium for the policies duly with the Punjab National Bank (PNB), Kotulpur Branch, subsequently their claims of insurance under the said Scheme were not honoured, giving rise to the writ petitions.

2. By different orders, *inter alia* dated December 18, 2023, this Court disposed of the writ petitions, directing the respondent/insurance company, being the National Insurance Company, to extend the time for depositing the premiums by the Bank and the Bank (PNB) to pay the due instalments of premium on behalf of the petitioners under the said Scheme to the insurance company, paying the due arrears at one go within a fortnight from the date of the orders and all premiums thereafter regularly.

3. Subsequently, the writ petitioners filed contempt applications, alleging that the Bank did not comply with the said directives. In defence, the PNB took the plea that it had sought to deposit the subsequent premiums in time, but the insurance company did not act on the same, upon which, as per the direction of the Court, the insurance company was impleaded as respondent in the contempt applications.

4. Subsequently, the insurance company appeared in the contempt proceedings and filed independent applications for recall of the orders of the writ court directing revival of the Scheme.

5. Due to inter-connection of the issues involved, the contempt applications and the recall applications were taken up for hearing together and are being decided by this judgment.

6. Learned senior counsel appearing for the insurance company argues that since the company was not represented in the writ petition, its stand could not be placed before the Court. It is submitted that as per the BSB Scheme, the liability was on the Bank to remit the premiums in time, with particulars of the insured persons and relevant details. However, the Bank, although sending a portion of the premiums to the insurance company within time, failed to disclose the said particulars. Thus, the said amounts could not be apportioned and/or no policy could be drawn up in terms of the Scheme in favour of the writ petitioners.

7. Learned senior counsel places reliance on sub-clauses (1), (2) and (3) of Clause XVII of the Operational Guidelines under the Scheme in support of such contention.

8. It is next contended that the allegation of technical glitch raised by the bank, purportedly preventing it from uploading the particulars of the insured persons, is not acceptable, since it is only the Kotulpur Branch of the PNB which suffered from such snags, if any. In any event, the particulars were to be uploaded on the Crop Insurance Portal maintained by the State Government, in terms of Clause XXV of the Scheme, over which the insurance company had no control. It is submitted that the Bank, even otherwise, could have intimated the insurance company the particulars by other modes. However, no effort was taken to that end by the Bank at any point of time. Thus, the liability for the insurance policies never materialising lies squarely on the Bank.

9. It is further argued that the Scheme itself had expired when the writ petitions were even filed. Hence, this Court travelled beyond its jurisdiction in directing the same to be revived. The cut-off date for payment for the Scheme was January 15, 2020, by which no data was uploaded by the bank. Although remittances of premium were made by the Kotulpur Branch of the PNB on December 31, 2019 and February 20, 2020, no data accompanied such deposits. Throughout the Rabi crop season for the relevant period, no farmer-wise data was ever uploaded.

10. Learned senior counsel for the insurance company places reliance on an Order dated November 9, 2023, bearing no.286-AG/O/1M-69/2022, authored by the Principal Secretary, Agriculture Department, State of West Bengal, whereby, as per direction of a writ court in a different matter, an adjudication was made in respect of a similar dispute. It was observed therein that as per a Notification dated November 29, 2019, in terms of the Seasonality Discipline mentioned therein, bankers were to provide the details of the insured farmers' list along with consolidated declarations/proposals to the insurance company and also to upload the relevant data in the Crop Insurance Portal well before the cut-off date but, as no information had been so uploaded and no payment of the State's share of the premium had been claimed or released in favour of the petitioners, no insurance under the BSB Scheme had commenced against the said farmers for the Rabi 2019-2020 season and therefore, the concerned agriculturists were not covered under the BSB for the said season.

11. By the said order, the Principal Secretary further held that the insurance company and the bank authorities were required to settle the refund of share of premium to the agriculturists along with interest as applicable and that the farmers were entitled to get benefit for their crop losses from the bank, who deducted premium from the loan accounts, as there were laches from the end of the Bank Authorities (PNB, Kotulpur Branch) for coverage of the said agriculturists.

12. Thus, the issue, it is argued, has already been settled by the said order and affirmed by a Division Bench of this Court which relied on the same, and the bank is estopped from reagitating the self-same issue.

13. It is next contended by the insurance company that the reliance of the bank on Clause X, sub-clause (14) of the BSB Guidelines has no manner of application in the present litigation, since the same came under the distinct head "Non-Loanee Farmers (Operational Coverage)", whereas the present writ petitioners are all loanee farmers.

14. Since no claim was raised by the farmers during the relevant period but only in 2021, whereas the Scheme mandates strict adherence to timelines, it is argued that the writ petitioners are also not entitled to the claims.

15. In the above circumstances, it is prayed by the insurance company that the orders passed in the writ petitions, directing the insurance company virtually to revive the Scheme, be recalled.

16. Lastly, it is submitted that since the orders passed by this court were unworkable in any event, as the tenure of the Scheme had lapsed and it was not possible for the insurance company to adhere to the same thereafter, the contempt proceeding against the insurance company ought also to be dropped.

17. Learned senior counsel cites *M.M. Thomas v. State of Kerala*, reported at *(2000) 1 SCC 666*, where the Hon'ble Supreme Court laid down the scope of review. It was held that, as a court of records under Article 215 of the Constitution of India, the power and duty to review its own judgment are inherent in every High Court. A High Court, it was held, is unquestionably a superior court of plenary jurisdiction, competent to determine the scope of its jurisdiction, and has not only the power but also the duty to correct any error apparent on the face of the record.

18. Learned senior counsel next cites *Maruti Real Estate Pvt. Ltd. V. Life Insurance Corporation of India*, reported at *2007 SCC Online Cal 664*, for the proposition that neither Section 114 nor Order XLVII of the Code of Civil Procedure apply in terms to the writ jurisdiction and, therefore, there is no limitation in respect of a review application in connection with a writ proceeding. It was also held therein that nomenclature does not determine the nature of an application, and it is well within the jurisdiction of this Court to invoke its powers as a court of records and/or review or revisit its own judgments.

19. Learned counsel for the PNB, on the other hand, contends that the bank duly sought to comply with the orders of this Court but due to inaction on the part of the insurance company, the orders could not be complied with. Thus, the bank does not have any liability in non-compliance of the said order in any event, and the contempt proceedings ought to be dropped as against the bank.

20. It is submitted that the bank did its very best to comply with the orders, also by seeking in a parallel proceeding before a coordinate Bench extension of the time to upload the specific data, and a formal communication was served on the insurance company on August 30, 2024 by the bank, despite which the insurance company chose not to act on the same.

21. Learned counsel points out that as per direction of this Court, the insurance company was impleaded as a party to the contempt application.

22. Learned counsel for the bank contends that the recall applications, having been filed after an unexplained delay of more than 17 months from the date of the parent orders, only to evade the contempt, are not maintainable and are time-barred. Even otherwise, there is limited scope of recall in a disposed-of matter and the remedy of the insurance company, at best, lay in a formal review petition or an appellate challenge before the competent forum. A recall application, it is argued, cannot be used as a disguised mechanism to seek review of an order passed on merits.

23. Learned counsel for the bank further contends that the bank consistently communicated orders of the court at an early stage, but the insurance company sit tight over the matter. Hence, the insurance company cannot feign ignorance now.

24. It is argued that there was no “misreporting” by the bank or submission of erroneous data within the contemplation of Clause XVII (2) of the BSB Scheme. Thus, the liability of the bank is not attracted. Moreover, the premiums were duly deposited by the bank with the insurance company. It was only due to technical glitches that the particulars of the insured persons and other relevant details could not be uploaded. It is argued that any systematic gaps or initial technical glitches in database synchronisation cannot be attributed to the bank, which acted in good faith. Learned counsel submits that it is not only the PNB which faced the glitch but also other major banks, particularly rural banks across India, who also suffered these exact same technical bottlenecks when uploading data to the Crop Insurance Portal. The PNB, it is submitted, actually tried to upload the farmers' data in part before the cut-off date which led to severe server lags/time-outs causing error in the system. In support of such submission, the bank cites *Bank of Baroda v. Vishnu Prakash & Anr.*, reported at *2024 (Supreme)(OnLine) NCDRC 960*.

25. Learned counsel for the bank further cites *D. Srinivas v. SBI Life Insurance Co. Ltd.*, reported at *(2018) 3 SCC 653*, for the proposition that once an insurance company accepts a premium, it establishes a strong legal presumption that the insurance contract materialised. Such proposition, it is argued, is also strengthened by the provisions of Section 64VB of the Insurance Act, 1938.

26. Learned counsel for the bank next contends that under Clause VIII, sub-clause (14) of the BSB Guidelines, an explicit statutory obligation is cast upon the insurance company to proactively collect, obtain and verify details of both loanee and non-loanee farmers from banking institutions and intermediaries. However, the insurance company did not comply with the same.

27. Learned counsel for the bank adds that this Bench is in seisin only of the recall and contempt applications as those arise from orders passed by this Bench and does not have regular determination to hear writ petitions. Thus, in the event this court chooses to recall its orders passed in the writ petitions, the appropriate course of action would then be to send the writ petitions for a fresh hearing to the regular Bench having determination to take up writ petitions, upon granting fresh opportunity to the parties to file affidavits. Since the bank did not use any affidavit-in-opposition during hearing of the writ petitions, such opportunity, it is submitted, may now be given to the bank in such case.

28. Lastly, learned counsel for the bank cites *Midnapore Peoples' Coop. Bank Ltd. v. Chunilal Nanda*, reported at *(2006) 5 SCC 399*, and *Ajay Kumar Bhalla v. Prakash Kumar Dixit*, reported at *(2024) 12 SCC 159*, to highlight the contours of the contempt jurisdiction and appeals from orders of contempt.

29. It is submitted that since a challenge has been thrown by the recall applications to the orders passed in contempt jurisdiction, which were strictly speaking not orders passed in connection with the contempt or penal action but went beyond the purview of the contempt jurisdiction, a regular appeal would lie before the jurisdictional court having determination to take up intra-court writ appeals and not the Bench having determination to take up contempt appeals. Learned counsel relies on the scope of Section 19 of the Contempt of Courts Act in this regard.

30. It may be noted here that although both the insurance company and the bank filed their respective written notes of arguments, no such notes are filed on behalf of the writ petitioners/agriculturists. The lack of proper representation of the writ petitioners, however, at every stage of the proceeding, is understandable and justified by the meagre financial means of the agriculturists/writ petitioners, who patently come from marginalised backgrounds in society. In any event, since oral arguments were advanced by all sides previously, the matter is decided on the basis of the written arguments, the materials before the court as well as the initial oral submissions.

31. The instant *lis* involves the following cardinal issues:

(i) *Whether the recall applications of the insurance company ought to be dismissed as time-barred;*

(ii) *Whether the delay in making the claims/filing the writ petitions defeats equity;*

(iii) *Whether this Court acted beyond jurisdiction in directing the BSB Scheme to be virtually revived even after the expiry of its tenure;*

(iv) *Who has the liability, if any, for compensating the writ petitioners;*

(v) *The scope of the recall applications.*

32. The findings on the above issues are as follows:

(i) Whether the recall applications of the insurance company ought to be dismissed as time-barred

33. As rightly contended by the insurance company, this court, as a court of records within the contemplation of Article 215 of the Constitution of India, has plenary powers to correct its records in the event any gross error is found to have been committed by the court. Such powers, vis-à-vis the writ jurisdiction under Article 226/227 of the Constitution, are not strictly governed by the provisions of the Limitation Act or the Code of Civil Procedure, which are subordinate/servient statutes under the Constitution of India.

34. Even otherwise, the recall application was filed within three years, which is the residuary period of limitation under Article 137 of the Schedule to the

Limitation Act, which can be construed to be a 'reasonable time' for filing a writ petition, although the provisions of the said Act may not be strictly applicable.

35. Thus, the argument of the bank that the recall applications are time-barred cannot be accepted.

(ii) ***<u>Whether the delay in making the claims/filing the writ petitions defeats equity</u>***

36. It is contended by the bank that the agriculturists/writ petitioners did not make their claims within 48 hours from the loss suffered by them, as per the mandate of the BSB Scheme. Undoubtedly, the Scheme envisages that the claim has to be made within 48 hours. However, for whatever reasons (to be discussed later in this judgment), the insurance policies of the writ petitioners were still-born, in view of the premiums deposited by the Kotulpur Branch of the PNB not being accompanied by the necessary particulars and other documentation, which was mandatory under the Scheme, read in conjunction with the Notification dated November 29, 2019. Thus, since the policies never materialized and were non-existent, the time within which the claims were made by the proposed insured persons pales into insignificance. It is immaterial when the agriculturists made their claims, since they had no insurance policies in the first place. Thus, the delay in making the claims is entirely besides the issue.

37. The writ petitions were filed in the year 2021, within a reasonable period after the expiry of the Scheme and only when the agriculturists/writ petitioners realized that they had been taken for a ride down the garden path, after having run from pillar to post to get their dues. Hence, by no stretch of imagination can it be said that the relief sought by the writ petitioners are to be shut out on the flimsy ground of delay.

38. Thus, both the above issues are held in favour of the writ petitioners.

(iii) <u>Whether this Court acted beyond jurisdiction in directing the BSB Scheme to be virtually revived even after the expiry of its tenure</u>

39. By the orders disposing of the writ petitions, dated December 18, 2023 and January 22, 2024, the Court had directed the insurance company to extend the date for depositing premiums under the BSB Scheme and for the bank to go on paying the premiums after clearing the errors due on such count, thus, virtually directing a revival of the Scheme. However, the benefits of a Scheme are not renewable by the fiat of the Court, coming entirely within the domain of policy decision of the Executive. Since the BSB Scheme expired by February, 2020, even of the date of the filing of the writ petitions, the Scheme was a dead horse, not capable of revival. Hence, on such count alone, the impugned orders are not sustainable in law, being *de hors* the jurisdiction of this Court.

40. Accordingly, sufficient grounds have been made out by the insurance company for recall of the said orders.

(iv) <u>Who has the liability, if any, for compensating the writ petitioners</u>

41. This is the core issue involved in the proceeding. There are provisions galore in the Scheme which mandate the nodal bank/concerned branch of the bank to not only deposit the premiums with the insurance accounts but to furnish detailed particulars of the insured persons along with consolidated proposals/statements.

42. In the present case, a substantial portion of the premium deposited by the writ petitioners was admittedly deposited by the PNB with the insurance company within the cut-off period, the rest being deposited much thereafter. However, Clause XVII (2) of the Scheme categorically provides that in case of any substantial misreporting by the nodal bank/branch in case of compulsory farmers' coverage, the concerned bank shall be liable for such misreporting.

43. Although sub-clause (3) of the said Clause is not applicable, as argued by the insurance company, since it merely stipulates that mere sanctioning/disbursement of crop loans, without explicit intent to raise the crop, does not constitute acceptance of risk by the insurance company and thus, is not germane, such provision is not attracted to the present case at all.

44. However, several other provisions in the Scheme impose the liability on the bank to furnish particulars, declarations and other documentation along with the premiums, for the insurance policies to commence.

45. For example, sub-clause (3) of Clause X, pertaining to loanee farmers (compulsory coverage), provides that the disbursing bank-branch/PACs will prepare monthly statement of crop-wise and insurance unit-wise details of crop insurance with premium as per the Seasonality Discipline. Such Seasonality Discipline was considered in the order dated November 9, 2023 passed by the Principal Secretary, Agriculture Department in the light of the Notification dated November 29, 2019, which incorporated the furnishing of consolidated declarations/proposals to the insurance company within the

Seasonality Discipline. The said order of the Principal Secretary was given a seal of the court by an order dated August 20, 2024 passed in MAT No.846 of 2022 by a Division Bench of this Court, directing the Principal Secretary to consider representations of other agriculturists in the light of such decision.

46. Again, sub-clause (5) of Clause X of the BSB Scheme provides that bank branches of commercial banks and RRBs/nodal banks in case of PACs under its jurisdiction shall consolidate insurance proposals/statements from their bank-branch/PACs under their jurisdiction respectively and forward the same to the insurance company, along with details of remittance/RTGS towards insurance premium in accordance with cut-off dates as specified by the State Government for that particular crop and season.

47. In the present case, admittedly, such information/particulars were not provided by the bank, thus bringing the cases of the writ petitioners within the purview of Clause XVII (2), being a case of "substantial misreporting" by the nodal bank/branch in case of compulsory farmers' coverage. Hence, it is only the concerned bank which shall be liable for such misreporting as per the said provision.

48. In order to absolve itself of such liability, the bank relies on Clause X (14) of the BSB Scheme, which provides that insurance companies may also collect the requisite information from the channel partner in same formats. However, such liability is only in respect of non-loanee farmers as per sub-clause (14) itself, and the heading under which the same comes is "non-loanee farmers (optional coverage)". Even otherwise, the expression "may", as opposed to "shall", has been used in the said provision, making it optional for the insurance company to seek such clarification. Thus, the said provision cannot cast a mandate on the insurance company in any manner to seek any information.

49. The bank heavily relies on a supposed technical glitch to justify non-reporting of the particulars-in-question in respect of the writ petitioners.

50. However, the exact period of such glitch and the nature thereof remains completely unexplained, both in the arguments and the written notes of arguments filed by the bank. Taking shelter under a vague and fudged concept of "technical glitch" is evidently a convenient escape route for the bank to deny its palpable liability for the breach of its mandatory duties under the Scheme.

51. The bank relies on *Vishnu Prakash (supra)*[1], where the National Consumer Disputes Redressal Commission (NCDRC) was dealing with similar situations. However, the question which arose there was whether the bank provided data after the cut-off date. In the said case, as narrated in the judgment itself, the proposals were received by the insurance company from the bank on the last date of the cut-off period but after the office hours of the insurance company. In such circumstances, it was observed by the NCDRC that Government companies like the insurance company in those cases are not expected to raise such objections or proposals having been received after office hours and, thus, held that there was sufficient compliance.

52. As opposed thereto, in the present case, not only during the stipulated period, but even long thereafter, during the entire tenure of the Scheme,

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[1] ***Bank of Baroda v. Vishnu Prakash & Anr.*, reported at *2024 (Supreme)(OnLine) NCDRC 960***

there was no visible effort on the part of the bank to communicate the particulars, proposals and/or declarations required to the insurance company. Mere deposit of premiums without such particulars would not give rise to any liability on the part of the insurance company to open policies in the names of the writ petitioners/cultivators at all.

53. Moreover, in the present case, unlike the cited decision, the court is not considering a usual case of opening an insurance policy but is looking at a particular regime contemplated under a beneficial scheme floated by the State Government, that is, the BSB Scheme. Thus, the general principles governing insurance policies cannot be invoked.

54. The bank relies on Section 64VB of the Insurance Act, which provides that no insurer shall assume any risk in India in respect of any insurance business on which premium is not ordinarily payable outside India unless and until the premium payable is received by him or is guaranteed to be paid.

55. However, as discussed above, the said general proposition cannot be made applicable here. We are not looking at an ordinary insurance scheme between the insured person and the insurance company but a specific benefit given under a particular scheme. It is the provisions of the Scheme which are to be looked into for the purpose of ascertaining whether liability of the insurance company was commenced at all.

56. The BSB Scheme was a beneficial one for agriculturists, where the State Government undertook to give 100% coverage. Within the contemplation thereof, upon the loanee farmers depositing the premiums, a token amount would be deducted from their loan accounts and their deposits would be matched by larger contributions by the bank as well as the State, in the proportions as stipulated in the Scheme, ultimately to be covered by the State Government. Thus, for the insurance company to come into the picture, the threshold condition of the bank uploading the necessary particulars and declarations was a *sine qua non*. Only upon such act on the part of the bank would the policies materialize, then casting liability on the State and the insurance company in terms thereof.

57. In *D. Srinivas (supra)*[2], the Hon'ble Supreme Court held that the liability of the insurance company commenced with the acceptance of the premium. However, the said judgment was rendered in the general context of an insurance policy and not under any particular scheme and, thus, the ratio laid down therein is not applicable in the facts of the present case.

58. Under Clause XXV of the Scheme, the particulars and relevant documents were to be uploaded in the State Government Crop Insurance Portal along with deposit of the premiums. There is no specific allegation made by the bank in respect of the said portal having any technical issues at the relevant juncture, nor has the bank furnished any material before the court, either in its arguments or even in its written notes of arguments and/or the pleadings filed in connection with the recall application or the contempt application, to the effect that other branches of the bank than the Kotulpur branch were similarly suffering for the entire period of the Scheme.

59. Sub-clauses (5) and (7) of Clause XVII mandated the bank branches to consolidate proposals/statements and forward those to the insurance company along with dues of remittance/RTGS towards the insurance premiums. It is the bank which was responsible under the Scheme to verify and send it to the PAC for being consolidated and sent to the nodal banks,

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[2] ***D. Srinivas v. SBI Life Insurance Co. Ltd.*, reported at *(2018) 3 SCC 653***

which would then submit crop-wise and insurance unit-wise crop insurance declaration in prescribed format along with the premiums within stipulated time, with details, to the insurance company.

60. There was no mandate within the four corners of the Scheme that such information had to be furnished to the insurance company only through the National Crop Insurance Portal. The requirement of uploading on the said Portal is found in Clause XXV of the Scheme, which merely provides that the State Government will endeavour to integrate all the stakeholders on a single IT platform to ensure better administration, coordination and transparency for getting real-time information and monitoring in a phased manner in consultation with the stakeholders, the idea being to speed up service delivery, unified fragmented databases, achieve a single view of data, elimination of manual processes and to provide insurance services to farmers faster than before. The Department of Agriculture, as per the Scheme, was to take an initiative to design a web portal for crop insurance to provide such a single IT-enabled platform for digitization of the process. However, no mandate was cast in the Scheme restricting the furnishing of information by the bank to the insurance company only through such portal. Even in the NCDRC case cited by the bank, the bank had sent e-mails to the insurance company giving the particulars. It remains completely unexplained as to what prevented the bank in the instant case from resorting to other means of communication than web uploading, including e-mail, physical communication, etc. to furnish such information, particularly keeping in view the fixed timelines under the Scheme.

61. Instead of doing so, the bank sat idle, cozy in its cocoon, in view of some vague “technical glitch”, despite having appropriated premiums from the agriculturists/writ petitioners. Hence, the liability lies squarely on the bank, and none else, for the insurance policies never materializing.

62. As discussed above, such position was also asserted in the order of the Principal Secretary, Government of West Bengal, dated November 9, 2023, as sanctioned in MAT No.846 of 2022. Thus, the bank cannot re-agitate such issue all over again.

63. Hence, this issue is decided against the bank, holding PNB to be liable for compensating the loss suffered by the writ petitioners in view of their insurance policies being rendered non-starters, having never left the drawing board solely due to the inaction and negligence on the part of the said bank.

(v) <u>The scope of the recall applications</u>

64. Learned counsel for the bank, for reasons beyond the limited comprehension of the court, cites *Midnapore Peoples' Coop. Bank Ltd. (supra)*[3] and *Ajay Kumar Bhalla (supra)*[4], both of which pertain to the contempt jurisdiction. In *Midnapore Peoples' Coop. Bank Ltd. (supra)*[3], it was held by the Hon'ble Supreme Court that any direction issued or decision made by the High Court on the merits of a dispute between the parties (even if issued/taken in connection with a contempt proceeding) will not be in the exercise of "jurisdiction to punish for contempt" and, therefore, not appealable under Section 19 of the Contempt of Courts Act, the only exception being where such direction or decision is incidental to or inextricably connected with the order punishing for contempt. It was

[3] ***Midnapore Peoples' Coop. Bank Ltd. v. Chunilal Nanda*, reported at *(2006) 5 SCC 399***

[4] ***Ajay Kumar Bhalla v. Prakash Kumar Dixit*, reported at *(2024) 12 SCC 159***

further held that if the High Court, for whatsoever reason, decides an issue or makes any direction relating to the merits of the disputes between the parties in a contempt proceeding, the remedy before the aggrieved person would be an intra-court appeal or an SLP under Article 136 of the Constitution, as the case may be.

65. Again, in *Ajay Kumar Bhalla (supra)*[5], the Hon'ble Supreme Court reiterated the proposition laid down in *Midnapore Peoples' Coop. Bank Ltd. (supra)*[6].

66. However, in the present case, this Court is not dealing with an appeal against its own order. As such, the ratio laid down in the aforesaid cited judgments is not germane at all.

67. Moreover, the challenge to the orders passed by the writ court has not been thrown by the insurance company in the contempt proceedings but in separate recall applications filed by it. Thus, the scope of the present adjudication is no longer restricted to the contempt jurisdiction. As such, the propositions laid down in the aforementioned decisions, relating exclusively to the contempt jurisdiction, are not germane in the present context.

68. The larger question which has been raised by the bank is whether this Court can reopen the orders passed on merit in the writ petitions, after having disposed of the said petitions finally, by way of recall applications.

69. It is, however, well-settled that the caption of an application is immaterial. It is the meat of the contention and the content of the prayers and averments of the application which are to be looked into by the Court to ascertain the entertainability thereof.

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[5] ***Ajay Kumar Bhalla v. Prakash Kumar Dixit*, reported at *(2024) 12 SCC 159***

[6] ***Midnapore Peoples' Coop. Bank Ltd. v. Chunilal Nanda*, reported at *(2006) 5 SCC 399***

70. In the present case, by way of the recall applications, the insurance company has, in effect, invoked the inherent jurisdiction of this court, as a court of records under Article 215 of the Constitution of India, to correct its records. Even otherwise, as a Chartered High Court, certain plenary powers are vested in this court to correct its records, if need be. However, such exercise is to be exercised only upon the discovery by the court of an *ex facie* error going to the root of the records, and not at the drop of a hat.

71. In the light of the above legal position, it is found that on the date of the impugned orders passed in the writ petitions as well as on the date of filing of the writ petitions themselves, the Scheme, which was virtually directed to be revived by this Court in the said orders, had already expired. Thus, the orders passed in the writ petitions were vitiated by lack of inherent jurisdiction of this court, hence making those amenable to be recalled.

72. Even otherwise, such an error comes within the purview of "error apparent on the face of record", permitting this Court to invoke the principles of review jurisdiction, even if not under Section 114/Order XLVII of the Code of Civil Procedure in terms, and to recall such orders.

73. The other issue which has been raised by the bank is that even if the parent orders are recalled, this court ought to relegate the matters to the regular Bench having determination at this juncture to hear writ petitions. Such plea is specious but not tenable. When an order is recalled by a court, if does so on the premise that it is exercising the jurisdiction which it had on the date when the order under recall was passed, thus clothing such court with the jurisdiction/determination vested in it on the said date. It is not the date of filing of the recall application but the date of the order of recall which is to be considered in the context of the powers and jurisdiction of the concerned court/Bench. It would be an absurd proposition that although a court can recall its orders, whereby the writ petitions were disposed of on merits, it is toothless to revisit the matter in its entirety and pass fresh orders on the merits of the case. Accepting such a proposition would give a premium to parties who, after becoming of the views expressed by the court during hearing of the recall applications, can forum-shop and avoid the jurisdiction of such court by seeking the matter to be placed before the regular Bench having jurisdiction of the date of the recall application; more so, since such question has not been raised by the bank throughout the prolonged hearing of the recall applications, but at the fag end of the hearing, only at the stage of rejoinder arguments.

74. It would also allow unnecessary delay in the matter, since it is common knowledge that all Bences of this Court, including the writ courts having regular determination, being hard-pressed with their workload. Thus, the ploy behind such submission of the bank is evidently to protract the proceedings to the detriment of the writ petitioners/agriculturists, who feed the society but themselves hail from marginalised sections of society and are at the receiving end of the bank's negligence due to no fault of their own.

75. Thus, such stand of the bank is deprecated by this court.

76. In any event, since this Bench had determination to take up the writ petitions on the date of the order under recall, the said orders can be revisited on merits if the recall applications are entertained, which this court already has. Also, the court cannot lose sight of the fact that all parties, including the bank, have advanced their arguments at length, over several days and also on merits of the main writ petitions, during hearing of the recall applications and the contempt applications. Hence, the Court cannot shirk it duty at this stage by merely recalling its original orders and casting the burden of disposal of the writ petitions afresh, upon a *de novo* hearing, on the regular Bench having determination.

77. Thus, it is hereby held that this court has the power to rectify its own orders, even if passed on merits, in view of those being patently without jurisdiction, and re-adjudicate the issues involved in the writ petitions, being vested with the jurisdiction which it had on the date of the orders under recall. Even otherwise, in the light of the above discussions, this court has ample power to recall the orders-in-question.

CONCLUSION

78. In view of the above findings, the orders disposing of the writ petitions are required to be recalled and fresh orders passed in connection with the writ petitions.

79. The only dilemma faced by the court is whether to merely direct the bank to pay compensation to the writ petitioners, along with refund of the premiums with interest, and leave it at that, or to relegate the writ petitioners to regular civil suits to establish their claims of compensation by way of trial on evidence.

80. Taking into account the practical reality of the long-drawn process in disposal of civil suits, a phased and graded approach appears to be preferable to the court.

81. Accordingly, the judgments dated December 18, 2023 passed in WPA No.14180 of 2021, WPA No.13397 of 2021, WPA No.12836 of 2021, WPA No.14182 of 2021, WPA No.14184 of 2021, WPA No.14190 of 2021, WPA No.14194 of 2021, WPA No.12855 of 2021, WPA No.13388 of 2021 and

WPA No. 13403 of 2021 are hereby recalled and the said writ petitions are revived and disposed of afresh in the following manner:

(i) The Punjab National Bank shall refund to the writ petitioners the entire premium amounts paid respectively by the writ petitioners in each of the cases within Thirty (30) days from date, with interest calculated at the rate of 12% per annum from the dates of such deposits to the date of such payment. In default, interest calculated at the rate of 6% per annum on the entire amount (Principal + 12% interest) as accrued then, shall be paid on and from the 31^{st} day following this judgment till the date of payment.

(ii) The writ petitioners shall, within August 31, 2026, file composite claims of compensation in writing to the Punjab National Bank annexing relevant documents, if any, quantifying the amount of insurance coverage which they were deprived of due to non-opening of policies under the Bangla Shasya Bima Scheme, also incorporating the particulars of the financial losses/damages suffered by them and other relevant details.

(iii) Upon receiving such claims, the Punjab National Bank shall decide on such claims, if necessary by appointing valuers and competent insurance personnel and obtain necessary reports from the Meteorological Department of the State Government and/or other authorities as necessary, at its own cost and on proper remuneration, within October 31, 2026 and disburse the amounts so assessed in favour of the respective writ petitioners to them, accompanied by reasoned orders in writing in respect of each of the writ petitioners, as to the basis and ratio of arriving at such assessment. In calculating the compensation payable, if the same exceeds the quantum of refunds with interest, the said quantum may be adjusted from the total amount of compensation payable.

(iv) While so deciding, the Punjab National Bank shall give an opportunity of hearing as well as opportunity of production of relevant documents, if required, to the respective writ petitioners.

(v) In the event the writ petitioners are aggrieved by the compensation so assessed by the Punjab National Bank, it will be open to the writ petitioners to challenge the same before the appropriate court/forum.

82. In view of the parent orders having been recalled, the contempt applications bearing CPAN 1991 of 2024, CPAN 1992 of 2024, CPAN 1993 of 2024, CPAN 1995 of 2024, CPAN 1996 of 2024, CPAN 1997 of 2024, CPAN 1998 of 2024, CPAN 1999 of 2024, CPAN 2010 of 2024, CPAN 2012 of 2024 are dismissed accordingly.

83. Pending interlocutory applications, if any, are accordingly disposed of as well.

84. There will be no order as to costs.

85. Urgent certified copies of this judgment, if applied for, be supplied to the parties upon compliance of all necessary formalities.

(Sabyasachi Bhattacharyya, J.)