D/L.1.
July 17, 2026.
MNS.

CPAN 1840 of 2024
in
WPA 13398 of 2021
+
CAN 1 of 2025

Sk. Lalmahammad Ali
Vs.
Mr. Rakesh Kumar, The Branch Manager,
IDBI Bank Limited and others

Mr. Kazi Sajjad Alam,
Mr. Mainul Thander, Advs.

… for the petitioner.

Ms. Soni Ojha, Adv.

…for the IDBI Bank Limited.

Mr. Rajesh Singh,
Mr. Arka Maiti,
Mr. Aniruddha Singh, Advs.

…for the Insurance Company.

Re: CPAN 1840 of 2024 (contempt)

1. A bunch of contempt applications and recall applications filed in respect of other similarly placed cultivators as the present petitioner, in respect of similar disputes, were taken up for hearing and disposed of vide judgment dated July 10, 2026.

2. On the submission of learned counsel for the IDBI Bank Limited that the facts herein are different from those, the present matter was de-tagged from the said bunch and was fixed for hearing separately.

3. Today, at the time of hearing, learned counsel for the IDBI Bank Limited submits that although the other factual

aspects are the same as the previous matters, the IDBI Bank Limited, in the present case, did not deduct the premium amount from the cultivator/writ petitioner, but only Rs. 1/- for verification of the account.

4. Learned counsel for the petitioner submits that, as per the Bengal Shasya Bima (BSB) Yojana (Scheme), it was the bank's liability to deduct the premium and deposit the same with the Insurance Company upon the cultivator applying for coverage under the Scheme.

5. Having not done so, learned counsel for the petitioner submits that the IDBI Bank Limited is equally liable as the Punjab National Bank in terms of the judgment passed in the other contempt applications on July 10, 2026.

6. It is seen from the judgment dated July 10, 2026 that elaborate considerations were given and it was held that the concerned Bank, and not the Insurance Company, was liable to compensate the losses of the writ petitioners, if any, pertaining to the BSB Scheme.

7. In the absence of any distinguishing features, there is no reason as to why the same set of directions ought to be passed in the present matter as well.

8. More importantly, in the present case, no application for recall of the parent order was filed by the IDBI Bank Limited, thus making the IDBI Bank Limited liable to pay the amounts as directed by this Court.

9. In view of the directions contemplated herein, no further order need be passed in the contempt application.

10. Accordingly, CPAN 1840 of 2024 and CAN 1 of 2025 filed in connection with WPA No. 13398 of 2021 are disposed of in the following manner:

"(i) The IDBI Bank shall refund to the writ petitioner the entire premium amounts paid by the writ petitioner, if any, within thirty (30) days from date, with interest calculated at the rate of 12% per annum from the date of such deposit 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 31st day following the judgment till the date of payment.

(ii) The writ petitioner shall, within August 31, 2026, file claim of compensation in writing to the IDBI Bank Limited annexing relevant documents, if any, quantifying the amount of insurance coverage which he was 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 him and other relevant details.

(iii) Upon receiving such claims, the IDBI Bank Limited shall decide on such claim 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 writ petitioner, accompanied by reasoned orders in writing in respect of the writ petitioner, 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 IDBI Bank Limited shall give an opportunity of hearing as well as opportunity of production of relevant documents, if required, to the writ petitioner.

(v) In the event the writ petitioner is aggrieved by the compensation so assessed by the IDBI Bank Limited, it will be open to the writ petitioner to challenge the same before the appropriate court/forum.

11. There will be no order as to costs.

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

(Sabyasachi Bhattacharyya, J.)