

GAHC010251682022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WA/385/2022

FOOD CORPORATION OF INDIA AND 3 ORS.
REPRESENTED BY THE CHAIRMAN CUM MANAGING DIRECTOR
BARKHAMBA ROAD, NEW DELHI 110006

2: THE GENERAL MANAGER (REGION)
FOOD CORPORATION OF INDIA

REGIONAL OFFICE
ASSAM REGION
PALTAN BAZAR
GUWAHATI
ASSAM 781008

3: THE ASSISTANT GENERAL MANAGER (CONT.)
FOOD CORPORATION OF INDIA

REGIONAL OFFICE
ASSAM REGION
PALTAN BAZAR
GUWAHATI
ASSAM 781008

4: THE DIVISIONAL MANAGER
FOOD CORPORATION OF INDIA
DIVISIONAL OFFICE
JORHAT
ASSAM 78400

VERSUS

BIKASH KUMAR MORE
S/O LATE CHIRANJILAL MORE,
RESIDENT OF WARD NO. 4, NEAR DERGAON CHARIALI, DERGAON, DIST
GOLAGHAT, ASSAM 785614

For the Appellants : Mr. P.K. Roy, Senior Advocate.

Mr. S.K. Chakraborty, Advocate.

For the Respondent : Mr. A.C. Borbora, Senior Advocate.

Mr. M.P. Sarma, Advocate.

– B E F O R E –

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE SOUMITRA SAIKIA

27.02.2023

This writ appeal filed by the Food Corporation of India (FCI) is directed against the order dated 03.11.2022 passed by the learned Single Judge in WP(C) No.2126/2022. By the impugned order, the learned Single Judge interfered with the recoveries sought to be made by the FCI and allowed the writ petition filed by the respondent/caveator.

Being aggrieved by the said order passed by the learned Single Judge, the FCI is before this Court.

During the course of hearing, a reference was made to Clause XX of the Terms and Conditions of the contract, which reads as under:-

“XX. Law Governing the Contract & Dispute resolution

(a) The Contract will be governed by the Laws of India for the time being in force.

(b) In case of any disputes arising out of and touching upon the contract, the same will be first referred to the Dispute/Grievance Redressal

Committee constituted and functioning at the Zonal Office of the Corporation, with a view to settle the disputes. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction.”

Clause XX(b) of the Terms and Conditions of the contract provides for a reference to a Dispute/Grievance Redressal Committee which is constituted and functioning at the Zonal Office of the Corporation. It is provided that the said Committee shall settle any dispute arising out of the contract.

Having perused the pleadings on record and upon hearing the learned counsels for the parties, we find that the contract which was offered to the respondent vide the Letter of Intent (LoI) dated 03.08.2015 pertaining to the work Ex-Rly Siding JPR/JTTN/FSD Cinnamara to FCI FSD Sibsagar via weighbridge on Regular Basis for a period of 2(two) years was duly executed by the respondent within the time specified. The bills raised have also been released. The said contract was concluded in 2017.

Pursuant thereto, vide the letter dated 16.05.2020 the FCI withheld an amount of Rs.20,60,192/- (Rupees Twenty Lakhs Sixty Thousand One Hundred Ninety Two) from the running bills of May, 2020 and June, 2020 as per the direction of the Zonal Office.

Being aggrieved, the writ petition was filed by the respondent impugning the actions of the FCI in withholding the amounts due to him.

It is the submission of the learned senior counsel appearing for the respondent that the amount withheld relates to another contract, which is being executed by the respondent.

Upon careful perusal of the provisions of the contract as well as the impugned order of the learned Single Judge, we find that under the provisions of Clause XX of the Terms and Conditions of the contract applies equally to both the contracting parties including the FCI.

Be that as it may. During the course of the hearing, learned senior counsel appearing for the FCI submitted that he would like to withdraw the appeal seeking liberty of this Court to approach the appropriate forum, including the Grievance Redressal Committee.

Upon such submissions by the learned senior counsel for the appellants, we permit the appellants to withdraw this appeal and approach the competent forum as per the provisions of law. The findings of the learned Single Judge will not be a hurdle in approaching the relevant or the competent forum as deemed appropriate under the provisions of law. In view of the withdrawal of the present appeal, however, the directions of the learned Single Judge for release of the payments shall be complied with.

The writ appeal is accordingly dismissed on withdrawal with liberty as prayed for.

JUDGE

CHIEF JUSTICE

Comparing Assistant