



CGHC010255662026



2026:CGHC:27927

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 3498 of 2026**

Parasram Kumbhkar S/o Shri Motiram Kumbhkar, Aged About 51 Years At Present Incharge / Manager Of Seva Sahkari Samiti Maryadit Usharvahi Paddy Procurement Center Usharvahi R.N. No. 207, Add- Village Rengakharkala, Post Rengakharkala, Tehsil Rengakharkala Distt- Kabirdham (C.G.)

... Petitioner(s)**versus**

1 - State Of Chhattisgarh Through Secretary, Department Of Co-Operative Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District- Raipur (C.G.)

2 - The Secretary, Department Of Food And Civil Suppliers, Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District- Raipur (C.G.)

3 - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower - C Commercial Complex C B D Sector 21 Atal Nagar, District- Raipur (C.G.)

4 - The Collector Distt- Kabirdham (C.G.)

5 - The District Marketing Officer Kabirdham District - Kabirdham (C.G.)

6 - The Chief Executive Officer District Cooperative Central Bank Maryadit Rajnandgaon, District- Rajnandgaon (C.G.)

7 - The Deputy Registrar Cooperative Society Distt- Kabirdham (C.G.)

8 - The District- Food Officer Distt- Kabirdham (C.G.)

... Respondent(s)

(Cause Title downloaded from CIS Periphery)

For Petitioner(s)	:	Mr. Nitesh Sahu, Advocate
For respective	:	Mr. Amit Nayak, Panel Lawyer and Ms. Khyati Adil
Respondent(s)		appears on behalf of Shri Shashank Singh Thakur, Advocates.

SB: Hon'ble Mr. Justice Amitendra Kishore Prasad

Order on Board

07.07.2026

1. By way of this petition, the petitioner seeks the following reliefs :

10.1. That, the Hon'ble Court may kindly be pleased to call for the records pertaining to impugned action of the respondents for the kind perusal of the Hon'ble Court.

10.2. That, the Hon'ble Court may kindly be pleased to direct the respondents to give also the protection of shortage due to dryness as earlier provided as well as same to be protection granted to the millars as in the order dated 15/05/2024 (P/4).

10.3 That, the Hon'ble Court may kindly be pleased to to direct the respondent No.3 to provide excess amount which has been invest to protect the paddy after 31st March to till date

and zero shortage incentive (Protsahan) Amount.

10.4 That, the Hon'ble Court may kindly be pleased to to direct the respondent No.3 to 7 to stop harass the petitioner by making pressure through police to fill Zero shortage from own-cost.

10.5 That, the Hon'ble Court may kindly be pleased to to direct the respondent No.3 to 7 to make an enquiry and about the shortage is due to dry and find the liable person for punishment.

10.6 Any other relief which the Hon'ble Court may deem fit, in the interest of justice.

2. Brief facts of the case are that the State of Chhattisgarh as a welfare state, implements an annual paddy procurement policy to purchase paddy from farmers at a minimum support price through Cooperative Societies. For the current marketing season, the procurement period was fixed from 1st November to 28th February with deadline to lift and transport all procured paddy by 31st of March. Respondent No.3 is the nodal agency responsible for the execution and supervision of this policy. As per the policy, paddy must be transported from procurement centers within 72 hours of purchase, leaving only a 10% to 15% buffer stock. However, the millers did not lift the paddy until May and June. Thus, prolong

exposure to extreme summer temperatures caused severe weight loss due to natural drying and moisture depletion. However, now the respondent authority is making pressure on the Society to fill-up shortage and consequently has lodged FIR against the petitioner. Furthermore, due to failure of timely lifting, the Societies have been wrongfully deprived of the “Zero Shortage Incentive” (Protsahan Rashi) of Rs.5% per quintal. Adding to this, the concerned respondents supplied damaged gunny bags to the Societies during procurement and are unfairly recovering Rs.100/- per damage from the commission of the Societies. In this manner, respondents 4 to 7 are shielding the millers and MARKFED at the cost of the cooperative infrastructure. Hence, this petition.

3. Learned counsel for the petitioner submits that the petitioner-Society strictly complied with all the guidelines of the State and its directions. He submits that the petitioner’s request to transport the paddy was not considered by the concerned respondent authorities. Thus, he prays to allow the petition.
4. On the other hand, learned counsel for the Respondent-State as well as Respondent-MARKFED submit that the reliefs sought by the petitioner cannot be granted because it is against the Paddy Procurement Policy for the Session 2025-2026. Under the said Policy, there is no provision for dryage benefit. Furthermore, as far as the transportation part is concerned, the Policy itself provides for a mechanism to remove any hindrance as MARKED states that if transportation facilities cannot be provided by

MARKFED, the petitioner-Society is permitted to transport the paddy from the concerned Societies to the Center, as directed by MARKFED. They submit that the expenses incurred by Society would then be adjusted by MARKFED. As such, timely transportation would be the responsibility of the Society itself. Therefore, the concerned Society cannot hold the State or MARKFED liable for any delayed transportation of paddy. They lastly submit that since no benefit in respect of dryage of paddy can be granted to the Society under the Policy, the petition as framed and filed by the petitioner is without merit and liable to be dismissed.

5. Heard learned counsel for the parties and also perused the documents annexed with the petitions.
6. Admittedly, the reliefs sought by the petitioner stem from the natural dryage of paddy, which led to reduction in its total weight due to moisture evaporation. This shortage occurred due to non-lifting and omission to transport the paddy from the Center within the stipulated time. Though the petitioner made several efforts and repeatedly made communications with the respondents to expedite the lifting of the paddy but the concerned authorities chose not to take any steps. Under the Paddy Procurement Policy of the State Government for the Kharif Marketing Session 2025-2026, there are specific provisions i.e. clause 15.9 and clause 16.3, which address the subject issue and are reproduced below :

15.9 धान उपार्जन केन्द्रों में संग्रहित धान के लिए कोई सूखत मात्रा मान्य नहीं होगी।

16.3 धान के परिवहन हेतु निर्धारित परिवहनकर्ता द्वारा परिवहन न किये जाने पर आवश्यकतानुसार स्वीकृत परिवहन दर पर किसी भी परिवहनकर्ता से परिवहन का कार्य कराया जा सकता है। मार्कफेड द्वारा परिवहन नहीं कराये जाने की स्थिति में स्वीकृत परिवहन दर पर समितियों द्वारा धान का परिवहन कराया जावे। इस हेतु समिति उसे धान भण्डारण व सुरक्षा मद अथवा प्रासंगिक व्यय के मद में प्रदत्त अग्रिम राशि का उपयोग परिवहन देयकों के भुगतान हेतु कर सकेगी तथा ऐसे व्यय की प्रतिपूर्ति विपणन संघ द्वारा समिति को की जाएगी। समितियों द्वारा धान परिवहन कराये जाने पर संग्रहण केन्द्रों में धान भण्डारण करने हेतु उचित व्यवस्था मार्कफेड द्वारा की जावे।

7. A perusal of the aforesaid clauses would show that the State Government has framed a Policy, according to which, no dryage is generally permitted. Clause 16.3 provides that in the event MARKFED fails to transport the paddy from the concerned Societies, the Societies themselves are directed to arrange transportation at the applicable rates with the expenses incurred to be subsequently adjusted by MARKFED. Thus, the main ground raised by the petitioner regarding natural dryage caused by delayed transportation cannot be adjudicated by this Court, as doing so would ignore the terms of the subject Policy, which allows no permissible dryage . The petitioner has entered into an

Agreement with the respondents, wherein clause 5.6 of the said Agreement stipulates as under :

5.6- विपणन संघ द्वारा प्रदाय की गई राशि से उपार्जन केन्द्र (समिति) द्वारा धान विपणन संघ को कम प्राप्त होने पर शेष राशि की वसूली समिति को प्रदाय कमीशन एवं अन्य अनुसांगिक मदों से राशि की कटौती की जावेगी । इसके उपरान्त भी वसूली योग्य राशि शेष रहने पर जिला विपणन अधिकारी द्वारा छ.ग. राज्य सहकारी सोसायटी अधिनियम 1960 के अंतर्गत वसूली कार्यवाही हेतु सक्षम न्यायालय में प्रकरण दर्ज किया जावेगा ।”

8. Likewise, Clause 13 of the Agreement provides the resolution of the disputes between the parties through arbitration, which reads as under:

13- आर्बिट्रेशन :-

इस अनुबंध की किसी भी कण्डिका से संबंधित विवाद उत्पन्न होने की स्थिति में विवाद के निर्णय हेतु जिले में जिला कलेक्टर का निर्णय अन्तिम होगा जो उभयपक्षों को मान्य होगा । कलेक्टर द्वारा दिये गये निर्णय की अपील उभयपक्षों द्वारा जिले के संभागीय आयुक्त को की जा सकेगी । ३

9. Considering the facts and circumstances of the case as also considering the State Government's Paddy Procurement Policy for the year 2025-2026, this Court is of the view that an alternative and efficacious remedy exists by invoking arbitration Clause 13 of the Agreement. Since the Agreement itself contains a dispute resolution mechanism for resolving conflicts between the parties, the petitioner ought to have invoked arbitration clause in respect of shortage of paddy. Accordingly, this Court is not inclined to entertain the present writ petition for the reliefs sought by the petitioner herein.

10. In view of the above, the petitioner is relegated to raise its disputes before the appropriate authority under the arbitration clause of the Agreement in accordance with law. In the event the petitioner approaches the concerned authorities for arbitration concerning any dispute covered under the said clause, the concerned authorities are directed to consider and decide the same in accordance with law.
11. It is made clear that this Court has not expressed any opinion on the merits of the case. The concerned authorities vested with the jurisdiction to adjudicate the dispute under the arbitration clause are at liberty to initiate and conduct appropriate arbitration proceedings and pass a reasoned order after affording due opportunity of hearing to the petitioner in accordance with law.
12. With these observations/directions, the Petition stands disposed of.

Sd/-
(Amitendra Kishore Prasad)
Judge