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Ravind
Malika
District

1. The
Sup
2. The

For the
For the

.... Petitioner/s

1. The State of Bihar through District Manager, State Food and Civil Supplies Corporation Ltd. Patna.

.... Respondent/s

**CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN
AMANULLAH**

5 14-07-2015 Heard learned counsel for the petitioner,

learned AC to SC-5 for the State and Mr. Shailendra Kumar

Singh, learned counsel for the Bihar State Food and Civil

Supplies Corporation Limited.

As per the allegation, the petitioner who is the owner of the rice mill was supplied paddy and 67% of the same was to be returned in the form of polished rice to the Food and Civil Supplies Corporation which has not been done.

The case of the prosecution is that out of a total of 14105.80 quintals of paddy given to the petitioner for



Custom Milling Rice (CMR) as per the agreement the petitioner was required to return 67% of rice which comes to 9450.89 quintals CMR. However, it is further alleged that out of the same the petitioner only deposited 4049.50 quintals of rice whereas the remaining 5401.39 quintals of CMR was not returned which according to the prosecution was misappropriation of State Government property and quantified at Rs. 10279527/-.

Learned counsel for the petitioner submits that he had performed his duties as per his obligation and had also intimated to the authority that the CMR was ready and to get it lifted in view of there being bad weather and the CMR being wasted, copy of the said intimation is at Annexure-3 which is dated 04.07.2012.

Learned counsel appearing for the respondents has pointed out that copy of such letter was never served to the Corporation and furthermore, the said letter is a useless piece of paper and clearly ante dated which is quite apparent from the fact that as per Clause-10 of the agreement between the petitioner and the District Manager of the Corporation, the milled rice was to be transported and delivered at the nearest F.C.I. rice receipt centre for which charges at the rate of 17 paisa per quintal per kilometer for distance up to 100 Kms. excluding 8 K.M. was admissible. Thus, the onus and obligation was on the petitioner in respect

of delivery of rice to the nearest F.C.I. rice receipt centre. The said letter was absolutely of no consequence and the petitioner, even if it is taken for the sake of argument, that he had written it to the authority, cannot take advantage of the same.

Though strictly speaking the petitioner may have a point in his favour that the matter relating to contractual obligation is a civil dispute and the criminal law should not be put into action but in the peculiar facts of the present case where the onus was on the petitioner to deliver the milled rice to the authority and not having so done and today the position being that the rice is also not in the possession of the petitioner clearly indicates that the case may have criminal connotations also.

In the aforesaid background of the matter, this Court in exercise of its extra-ordinary prerogative writ jurisdiction is not inclined to interfere in the matter. Accordingly the application stands dismissed. However, the observations of the Court shall not cause any prejudice to the petitioner when he raises his defence in the criminal case.

(Ahsanuddin Amanullah, J.)

P. Kumar

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