

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.876 of 2015

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M/s Avyn Enterprises Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at B-16, Bijli Apartment, Jarnalbag, G.T. Karnal Road, Delhi-110033 and having its branch office at Gardh Banali, P.S. Kasba, Dist. Purnea, through its Director Arun Kumar Agrawal, son of Shri Jagdish Prasad Agrawal, resident of Rani Sati Chouk, P.O. & P.S. Kasba, Dist. Purnea.

.... Petitioner/s

Versus

1. The Bihar State Food & Civil Supplies Corporation Ltd., Sone Bhawan, Birchand Patel Path, Patna, through its Managing Director.
2. The Managing Director, Bihar State Food & Civil Supplies Corporation Limited, Sone Bhawan, Birchand Patel Path, Patna.
3. The Deputy Chief of Procurement, Bihar State Food & Civil Supplies Corporation Limited, Sone Bhawan, Birchand Patel Path, Patna.
4. The District Manager, Bihar State Food and Civil Supplies Corporation Limited, Araria.
5. The District Manager, Bihar State Food and Civil Supplies Corporation Limited, Purnea.\
6. The District Manager, Bihar State Food & Civil Supplies Corporation Limited, Supaul.
7. Randhir Kumar, son of Basudeo Panjiar, Resident of Raniganj, Dist. Araria.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Suraj Samdarshi, Adv.

For the BSFC : Mr. Shailendra Kumar Singh, Adv.

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL ORDER

2 27-01-2015

Herd learned counsel for the parties.

The prayer of the petitioner in this writ application reads as follows:-

"1. ---for a direction to the respondent authorities, particularly respondent nos. 4 to 6 to cancel/modify the agreement entered between the respondent nos. 4, 5 and 6 with the respondent no.7, as being contrary to the policy of the State Government."



Mr. Suraj Samdarshi, learned counsel for the petitioner, in support of the aforementioned prayer, has straightway invited attention of this Court towards the government instruction laying down norms for entering into agreement by the Corporation and, according to him, the Corporation could not have been made agreement with a person alike respondent no.7, a lease holder. He has further submitted that such agreement should have been made with the respondent no.7 showing him to be only as a tenant and not as an owner.

This Court fails to understand that if there be a dispute between the petitioner and the respondent no.7, how the Corporation will come into the picture. First of all, the government decision dated 12.12.2013 pressed by Mr. Suraj Samdarshi in no way would help the case of the petitioner because the one who is governing the affairs of the mill is the owner (Malik) for the purposes of execution of the agreement with Corporation. The Respondent no. 7 being such lease holder had fulfilled the condition and had therefore also the full right to deal with the subject matter of lease.

That apart, the agreement in question in which the petitioner wants correction, was only for a period of one year commencing from January, 2014 and had its life only up to

December, 2014. The period of agreement of Respondent no. 7 with Corporation in fact having been over, there would be now no occasion for this Court to direct the respondents even to make amendment and/or modification much less cancellation of the agreement.

That being so, this application is wholly misconceived and is, accordingly, dismissed.

(Mihir Kumar Jha, J)

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