

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 708 of 2015**

M/s Shree Manohar Rice Mill, Proprietor Smt. Raj Kumari Devi Agrawal, Age 60 years, W/o Shri Shyam Lal Agrawal, Post Dhurkot, P.S. Dabhara, Tahsil Dabhara, District Jasnigir-Champa Chhattisgarh.

---- Petitioner

Versus

1. State of Chhattisgarh, Through its Secretary, Department of Food & Consumer Affairs, Mantralaya, Nay Raipur, District Raipur Chhattisgarh.
2. The Managing Director, Chhattisgarh State Civil Supplies Corporation Limited, "Hitvad Bhawan" Avanti Vihar, Raipur, Chhattisgarh.
3. The Managing Director, Chhattisgarh State Cooperative Marketing Federation Limited, Civil Line, Raipur, Chhattisgarh.
4. The Secretary, Chhattisgarh State Cooperative Marketing Federation Limited, Civil Line, Raipur, Chhattisgarh.
5. The Collector, Janjgir-Champa, District Janjgir-Champa Chhattisgarh.
6. District Food Control Officer, Collector Officer, Janjgir-Champa, Chhattisgarh.
7. District Marketing Officer, Markfed Office, Janjgir-Champa, District Janjgir-Champa, Chhattisgarh.

---- Respondents

For Petitioner : Shri J.N.Nande, Advocate.
For Respondent/State : Shri A.S.Gaharwar, Additional Advocate
General.
For Respondent No.2 : Shri V.R. Tiwari, Advocate

**Hon'ble Shri Navin Sinha, Chief Justice &
Hon'ble Shri Justice P. Sam Koshy**

Order On Board

Per Navin Sinha, C.J.

23/04/2015

1. The Petitioner assails orders dated 21.2.2015 and 31.3.2015 passed by Respondent No. 5 intimating that in the event of their failure to deposit the requisite amount of rice after milling, the bank guarantee furnished by them may be invoked.
2. The Petitioner had entered into an agreement with the Respondents for the year 2013-2014 to lift paddy for milling and supplying the specified quantity of rice milled thereafter.
3. Learned Counsel for the Petitioner submitted that the authorities are forcing it to deposit more rice than it was required to do under the agreement, with reference to the amount of paddy permitted to be lifted by him for milling. The authorities were arbitrarily threatening to invoke the bank guarantee and have issued bailable warrant of arrest also, without considering the explanation furnished by the Petitioner.
4. Learned Additional Advocate General submitted that the writ application was premature. It involved disputed question of facts

arising from a contractual agreement. It was evident from the letter of the Petitioner dated 2.3.2015 that he was not participating in the proceedings before the Collector leading to issuance of bailable warrants for arrest. The Petitioner can well appear before the Collector and file all objections including on facts which can be examined by the Collector.

5. We have considered the submissions on behalf of the parties.

6. If bailable warrants have been issued against the Petitioner, before he invokes jurisdiction under Article 226 of the Constitution of India, he is required to respect the law by honouring the bailable warrant and securing bail or having it recalled. We are therefore of the opinion that the writ petition is not maintainable at this stage. Notwithstanding the same, we are satisfied that the issue with regard to quantity of rice required to be supplied after milling, the amount which has been supplied and remains to be supplied etc. are all disputed questions of fact arising out of contract agreement which cannot be examined in the writ jurisdiction.

7. The order dated 31.3.2015 makes it apparent that Respondent No. 5 is yet to take a decision in the matter and has required the Petitioner to appear before him on 10.4.2015 and file its reply on merits.

8. In the circumstances, we are of the considered opinion that

the writ petition is premature. If the Petitioner files his reply before the Collector, naturally it is required to be considered in accordance with law. The Petitioner is equally required to honour the bailable warrant issued against him by complying with the law.

9. The writ petition is dismissed as premature.

(Navin Sinha)
CHIEF JUSTICE

(P.Sam Koshy)
JUDGE