

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 506 of 2015**

1. M/s. Jagannath Industries, a partnership firm duly registered under the relevant provisions of the Indian Partnership Act, 1932, Station Road, Halbad, Gujarat.
2. Shri Jignashu M Pancholi son of Shri Babu Bhai Pancholi, aged about 48 years, Parter of M/s. Jagannath Industries and resident of Halbad, Gujarat.

Both represented by power of attorney holder Shri Muneesh Kumar Shah, son of Shri Omprakash Shah, resident of Mahesh Colony, Srinagar Road, Gudhiyari Raipur Chhattisgarh Civil & Revenue District Raipur.

---- Petitioners

Versus

1. C.G. State Civil Supplies Corporation Limited, Hitvad Parisar, Avanti Vihar, Telibandha, Raipur, Through its Managing Director, C.G. State Civil Supplies Corporation Limited, Raipur.
2. The Chairman C.G. State Civil Supplies Corporation Limited, Hitvad Parisar, Avanti Vihar, Telibandha, Raipur.
3. The Managing Director, C.G. State Civil Supplies Corporation Limited, Hitvad Parisar, Avanti Vihar, Telibandha, Raipur.
4. The Manager, Public Distribution System, C.G. State Civil Supplies Corporation Limited, Hitvad Parisar, Avanti Vihar, Telibandha, Raipur.

---- Respondents

For Petitioner	:	Shri B.P.Sharma, Advocate.
For Respondents	:	Shri A.S.Gaharwar, Additional Advocate General.

Hon'ble The Acting Chief Justice
Hon'ble Shri Justice P. Sam Koshy

Order On Board**Per Navin Sinha, Acting Chief Justice****25/03/2015**

1. Heard Learned Counsel for the Petitioners and the Additional Advocate General on behalf of the Respondents.
2. Learned Counsel for the Petitioners submits that it was awarded a contract for supplying ISI mark iodized salt at a fixed rate of Rs. 357.73 per quintal. 90% payment was to be released on supply and 10% after quality verification. The Petitioners, till date have supplied approximately 10,000

Metric Tonnes of iodized salt but no payment has been made to him. The Respondents cannot be permitted to act arbitrarily in the guise of a contractual relationship especially when the amount of supply and the rate fixed have been specifically asserted.

3. Learned Additional Advocate General submits that these are all question of facts with regard to what quantity has been supplied or has not been supplied and whether the supplies are in accordance with the specifications including iodine content etc. At present the question of any admitted dues does not arise for consideration.

4. We have also examined the representations stated to have been filed by the Petitioners on 9.3.2015 and 13.3.2015. We do not find any statement in the same with regard to the extent of supplies made, much less that quality verification had also been done notwithstanding which payment was not being released. The amount of supplies claimed alongwith the rates have been mentioned in the writ petition for the first time.

5. The only appropriate order to be passed at this stage is to observe that if the Petitioner files a fresh representation containing proper details of the terms of the contract, the extent of supplies made by him, quality verification done, the Respondents are expected to consider the undisputed claims in accordance with law, preferably within a maximum period of three months from the date of receipt and/or production of a certified copy of this order alongwith the representation.

6. The writ application stands disposed.

Sd/-
(Navin Sinha)
ACTING CHIEF JUSTICE

Sd/-
(P. Sam Koshy)
JUDGE