

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

WRIT PETITION No.9030 of 2015

ORDER:

Heard learned Senior Counsel appearing for the petitioners and learned Advocate General appearing for 2nd respondent.

This writ petition is filed challenging the action of the 2nd respondent Corporation in not supplying the A and B Grade Barytes Ore material at the rate agreed upon to the petitioner pulverizing mills for which amounts were already paid by the petitioners while the contract was subsisting as arbitrary, illegal, whimsical, fanciful, bad in law, violative of Article 19(1)(g) of Constitution of India and consequently direct the 2nd respondent Corporation to extend the contract period by entering into fresh agreements and continue to supply the material and also direct the 2nd respondent Corporation to decide the allocation percentage of export and domestic market (pulverizing and chemical units) in terms of G.O.Rt.No.22 dated 27.01.2015 whereunder the 1st respondent directed the 2nd respondent to allocate the material between the exporters and domestic purchasers keeping in mind the average pulverizing capacity i.e., 2250 Mts in respect of

5 Roller Mill and 750 Mts for 3 Roller Mill as decided by the 2nd respondent Corporation itself in its 354th Board Meeting dated 11.11.2010.

Learned Senior Counsel on either side conceded that the Rehabilitants' Pulverizing Mill owners, Welfare Association, APMDC Danger Zone earlier filed W.P.No.22163 of 2014 with identical relief and the same was disposed of on 11.12.2014 and against the said order, the petitioner in W.P.No.22163 of 2014 filed W.A.No.1661 of 2014 and the same was also disposed of on 30.12.2014 and the operative portion of the said judgment reads as under :-

“After hearing the learned counsel for the parties we think that the following order will sub-serve the interest of justice for which both the learned counsel fairly agreed to.

The 2nd respondent shall take a decision as to whether they will supply the barytes in terms of the agreement to the writ petitioner – appellant or not within a period of one month from

the date of receipt of a copy of this order and such decision must be communicated to the appellant within seven days from the date of taking the decision. In the event, decision is taken to supply the barytes to the appellant the same must be done forthwith. In the event, if they decided not to supply barytes then the respondent Corporation shall refund the amount paid by the writ petitioner – appellant. However, the bank accounts of the respondent Corporation shall be de-frozen and the amount paid by the writ petitioner association shall be refunded with interest as per bank rate within one month from the date of de-frozing of the accounts.

Learned counsel on either side fairly conceded that the petitioners in the present writ petition are not members of the said association.

Learned Advocate General fairly conceded that the issue involved in this writ petition is squarely covered by the Division Bench Judgment of this Court in W.A.No.1661 of 2014.

Learned Senior Counsel appearing for the petitioners submits that the principal amount was already refunded and interest is yet to be paid.

On the other hand, learned Advocate General submits that the interest was not paid to any member of the association, who were covered by W.A.No.1661 of 2014 and as and when the accounts of the 2nd respondent are de-frozen, they would take necessary steps in that regard.

Having regard to the facts and circumstances of the case, this Writ Petition is disposed of in terms of the Division Bench Judgment of this Court in W.A.No.1661 of 2015 dated 30.12.2014 making it applicable to the petitioners in the present writ petition also. The other reliefs sought for in the writ petition are not pressed by the learned Senior Counsel appearing for the petitioners.

The Miscellaneous Petitions, if any, pending in this Writ Petition shall stand closed.

A.RAMALINGESWARA RAO, J

Date : 30.06.2015

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