

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.650 of 2016

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Rinki Kumari, W/o Kamal Kishore Gupta, Residence of Village- Baroon,
P.S.- Baroon, District- Aurangabad.

.... Petitioner

Versus

1. The State of Bihar through District Magistrate, Aurangabad.
2. The District Magistrate, Aurangabad.
3. The Bihar State Food & Civil Supplies Corporation Ltd. through its M.D. Bihar at Patna
4. The District Manager, Bihar State Food & Civil Supply Corporation (BSFC) Ltd. Aurangabad, District- Aurangabad.
5. The Enforcement Officer, Aurangabad, District- Aurangabad.
6. The Store-in-charge BSF Dehri-on-Sone
7. The Store in charge BSFC Barun District- Aurangabad.
8. The Store in charge BSFC Daugnagar District- Aurangabad

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Brij Bihari Tiwary, Advocate
For the BSFC : Mr. Shailendra Kumar Singh, Advocate
For the State : Mr. Sushil Kr. Singh, AC to AAG-10

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CORAM: HONOURABLE MR. JUSTICE RAMESH KUMAR DATTA
ORAL ORDER

5 28-10-2016 Heard learned counsel for the petitioner and learned counsels for the Bihar State Food and Civil Supplies Corporation and for the State.

The petitioner seeks quashing of the order dated 15.4.2015 issued by the District Manager, Bihar State Food and Civil Supplies Corporation, Aurangabad by which the agreement between the respondent Corporation and the petitioner for Kharif marketing season 2014-15 for paddy milling was terminated and security deposit of Rs.2,00,000/- was seized with immediate effect. Further prayer of the petitioner is to make available to the petitioner the quantity of paddy for left over deposit of 1641.79 quintals of paddy as proportionate amount for milled rice deposited by the petitioner which, according to the petitioner,



comes to Rs.28,73,198/- along with claim regarding milling and transporting-cum-handling charges.

The respondent Corporation and the petitioner entered into an agreement that the petitioner will supply CMR rice for the paddy procured for the kharif marketing season 2014-15. Under the said agreement the petitioner was to supply 67% of CMR rice and in the ratio thereof 100% of paddy was to be provided to the petitioner. Admittedly, during the course of transaction between the parties, lastly the petitioner had provided CMR rice of 1641.79 quintals against which proportionate amount of paddy was to be given to the petitioner by the Corporation but the same was not given. Thereafter it is the stand of the petitioner that the impugned letter dated 15.4.2015 was issued to the petitioner under which the agreement of the petitioner was cancelled and the security deposit of Rs.2 lacs was directed to be forfeited.

It is submitted by learned counsel for the petitioner that the impugned letter dated 15.4.2015 has been issued without issuing any show cause notice and thereby without complying with the principles of natural justice.

The said allegation of non-issuing of show cause notice is not controverted by the respondents in the counter affidavit.

In the aforesaid circumstances, it was not open to respondent No.4, the District Manager, Bihar State Food and Civil Supply Corporation, Aurangabad to have issued an order which has civil consequences for the petitioner. The authorities ought to have first issued show cause notice and then after considering the explanation to the same, passed a speaking order in accordance with law.

So far as the demand of the petitioner for supply of



1641.79 quintals of paddy or payment of price thereof along with the claim regarding milling and transporting-cum-handling charges is concerned, the same also has not been denied by the Corporation.

In that view of the matter, the writ application is allowed. The impugned order dated 15.4.2015 passed by respondent No.4 is quashed with liberty to the respondents to proceed afresh in the matter after complying with the principles of natural justice.

The respondents are also directed to pay the petitioner the value of 1641.79 quintals of paddy as also bills to be submitted by the petitioner regarding milling and transporting-cum-handling charges. Upon filing of the said claim, the admissible milling and transporting-cum-handling charges shall also be paid to the petitioner within a period of five weeks thereafter.

(Ramesh Kumar Datta, J)

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