

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 5310 of 2016

=====

Alok Kumar Khemka about 36 Years, Son of Sri Vijay Kumar Khemka, resident of Gulab bagh, P.S. - Sadar, District - Purnea.

.... Petitioner/s

Versus

1. The State of Bihar.
2. The Managing Director, Bihar State Food and Civil Supply Corporation, Sone Bhawan, Birchand Patel Marg, Patna.
3. The Deputy Chief (Claim), Bihar State Food and Civil Supply Corporation, Sone Bhawan, Birchand Patel Marg, Patna.
4. The District Magistrate, Purnea.
5. The Certificate Officer, Purnea.
6. The District Manager, Bihar State Food and Civil Supplies Corporation Ltd., Purnea.

.... Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Shashi Bhushan Kumar, Advocate.
For the State	:	Mr. Kumar Manish, S.C. 21.
		Mr. Kumar Pankaj, A.C. to S.C. 21.
For the B.S.F.C.	:	Mr. Shailendra Kumar Singh, Advocate.

=====

CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date: 17-03-2016

Heard learned counsel for the parties.

The petitioner has moved the Court for quashing the Notices dated 29.09.2014 and 22.11.2014 as well as entire proceeding of Certificate Case No. 669 of 2014-15, pending before respondent no. 5, instituted against him.

Learned counsel for the petitioner submits that he being a rice mill owner, certain amount of paddy was given to him by the Bihar State Food and Civil Supplies Corporation Limited (hereinafter referred to as the 'Corporation') and in lieu of that certain percentage of CMR was to be returned. However, due to there being controversy, the petitioner, though having ready CMR,

and the same not picked up by the Corporation, led to institution of Certificate Case No. 669 of 2014-15 pending before the respondent no. 5. It is submitted that as per the letter of the Corporation dated 02.05.2014, due of Rs. 1,65,99,398.39/- were shown and subsequent to that the petitioner has paid Rs. 99,50,000/-. Learned counsel submits that the petitioner undertakes to pay the balance amount within five months.

Learned counsel for the Corporation submits that the Court may ensure that the petitioner does not go back on his undertaking.

Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, the writ petition stands disposed off in the following terms:

The petitioner shall deposit the remaining balance outstanding in terms of the letter No. 321 dated 02.05.2014 of the respondent no. 6, after deducting what has been paid subsequent to that letter and also adjusting what amount may be adjustable on account of milling and handling charges, latest by 30th August, 2016. The petitioner shall appear before the respondent no. 3 along with a copy of the order within one week from today who shall do the calculation and intimate to the petitioner the amount which is required to be paid within the next one week. Thereafter, the petitioner shall pay the outstanding amount as decided by the respondent no. 3 in five equal monthly installments and the first one shall be paid by 30th April, 2016 followed by 31st May, 2016;

30th June, 2016; 31st July, 2016 and the last by 31st August, 2016.

Till such time, further proceeding in Certificate Case no. 669 of 2014-15 pending before the respondent no. 5 shall be kept in abeyance. On the petitioner paying the dues as per the schedule fixed hereinabove and the entire amount being liquidated by 31st August, 2016, the entire proceeding of Certificate Case No. 669 of 2014-15 shall stand quashed. However, if the petitioner defaults in the payment as per the schedule indicated above, the respondents shall be free to proceed with the Certificate Case.

As the writ petition is being disposed off on the undertaking given by the petitioner himself, any violation, besides leading to other penal consequences, shall also make the Corporation free to recover its dues in accordance with law. It is expected that as the matter is being disposed off and the petitioner has already undertaken to repay the entire amount, the Corporation shall not take any further coercive measure till that time.

It is made clear that the petitioner has also agreed not to proceed with or press the matter before the arbitrator and if any such proceeding is pending, the same shall be deemed to have become infructuous.

(Ahsanuddin Amanullah, J.)

P. Kumar

U			
---	--	--	--