

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 6602 OF 2007
WITH CA/3336/2015 IN WP/6602/2007

1] Dhanwantari Vanaushadhi Utpadak
Audyogik Sahakari Sanstha Maryadit
At Gavli Shivra, Tq. Gangapur,
District Aurangabad,
Through it's Chairman.

2] Ashok s/o. Karbhari Gayake,
R/o. Sultanabad, Tq. Gangapur,
District Aurangabad.

...PETITIONERS.

VERSUS

1] Agriculture, Animal Husbandry,
Dairy Development & Fisheries
Department, Government of Maharashtra,
Mantralaya, Mumbai,
Through it's Secretary.

2] National Oil Seeds and
Vegetable Oils Development
Board, 86, Sector - 18,
Institutional Area,
Gurgaon - 122 015
Haryana State Through it's Secretary.

3] The Commissionerate of
Agriculture, Maharashtra State
Sakhar Sankul, Shivaji Nagar,
Pune - 411 005 - Through Director
of Agriculture (Extension & Training).

4] The District Superintending
Agriculture Officer, Aurangabad.

5] The Taluka Agriculture Officer,
at Gangapur, Tq. Gangapur,
Dist. Aurangabad.

...RESPONDENTS.

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Mr. G. M. Jadhav, Advocate for Petitioners.
Mr. A. M. Phule, Asst. Govt. Pleader for Respondent Nos.1, 3 to 5.
Mr. D.G. Nagode, Advocate for Respondent No.2.

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**CORAM : S. V. GANGAPURWALA &
A. M. BADAR, JJ.**

DATE : 24th FEBRUARY, 2016.

ORAL JUDGMENT : {PER S.V. GANGAPURWALA,J} :

1] Mr. Jadhav, learned counsel for the petitioner states that as per the scheme promulgated vide Govt. Resolution dated 21st December, 2004, the petitioners under an agreement with the District Superintending Agricultural Officer had planted 1,50,000/- seedlings of Jatropha Plants. As per the said agreement and the scheme, the petitioners were to be paid Rs. 4/- per plant. The petitioners are paid 75 Paise per plant as advance. However, remaining amount is not paid. As such, the petitioners are required to file the present petition for the payment of the remaining amount.

2] According to learned counsel, the delivery challans on record would substantiate the fact of plantation of said plants. Even the same were distributed to the various beneficiaries by the respondent authority. The respondents be directed to pay the said amount.

3] Mr. Phule, learned AGP submits that the petitioners were required to abide by the terms and conditions of the agreement. As per the terms and conditions of the agreement, the petitioners were required to purchase the seeds from the notified nurseries/suppliers. The petitioners purchased the said seeds from another supplier. As such, they have committed breach of the agreement. As per clause 16 of the agreement, if any terms and conditions of the said agreement are breached, the petitioners would not be entitled for the said amount.

4] Learned AGP further submits that plants were distributed to 114 beneficiaries and in none of the agricultural lands of the beneficiaries, the said plants survived. In view of that also, the petitioners are not entitled for any amount.

5] Mr. Nagode, learned counsel submits that the State Government did not submit Utilization Certificate. As such, the amounts are not sanctioned and disbursed.

6] We have considered the submissions. It is not disputed that an agreement was entered into between the petitioners and the District Superintending Agricultural Officer, dated 31st March, 2004. It is also not disputed that the petitioner had planted *Jatropha* plants. The delivery challans on record would substantiate the delivery of said *Jatropha* Plants to the beneficiaries, through the Agricultural circle Officer. All these facts are not disputed. It is also not disputed that the petitioners are paid 75 paise per plant as advance after the purchase of the said seeds. In case the respondent authorities had any grievance about the agency from which the seeds are purchased, the respondent authorities ought not to have paid the amount of 75 paise per plant. Be that as it may, the petitioners have grown the said plant and thereafter, distributed it to the beneficiaries through the Circle Agricultural Officer. It is also not disputed that it is the Agricultural Department which has to monitor the plantation of the said *Jatropha* plants with the beneficiaries. It does not appear that the same has been done. Just because the seeds were purchased from another supplier that *Ipsa Facto* would not be sufficient to deny the claim of the petitioners. The fact that the plants have not survived with the beneficiaries is not the fault of the petitioners as the monitoring agency was the State authority and the State authority has also not monitored the plantation with the said beneficiaries. The delivery challans also make it abundantly clear that the beneficiaries have specifically stated that they have received the said plants

in good condition.

7] Considering the aforesaid aspects of the matter, the petitioners are entitled for the remaining amount. The respondent has already deposited the said amount in this Court which is invested in a Fixed Deposit. The petitioners are entitled to withdraw the said amount alongwith interest, if any, accrued on it.

8] Rule made absolute in above terms. Civil application for early hearing stands disposed of. No costs.

[A.M. BADAR]
JUDGE

[S.V. GANGAPURWALA]
JUDGE

grt/-