

HON'BLE SRI JUSTICE CHALLA KODANDA RAM

WRIT PETITION No. 5268 of 2016

ORDER:-

According to the petitioner, he was appointed as distributor for sale of milk in Rajahmundry Town for a period of two years by the General Manager, Andhra Pradesh Dairy Development Co-operative Federation Limited, East Godavari Milk Shed, Rajahmundry, 2nd respondent herein, vide proceedings No.64/GM/E/2011, dated 20.02.2013 and he had successfully completed the term of two years and, all along, there were no complaints against him. Thereafter, the respondent-Federation stopped supplying milk without giving notice or affording an opportunity of hearing to him. When he approached the respondent-Federation, he was informed that his distributorship was terminated. Then, he made a representation dated 09.02.2016 to the respondent-Federation seeking restoration of supply of milk. But, the same is not considered and, on the contrary, the respondent-Federation gave advertisement calling for applications for appointment of distributors for sale of milk in Kakinada and Rajahmundry Towns. Being aggrieved by the same, he filed this writ petition.

When the matter came up for hearing on 19.02.2016, having noticed that though the contract

between the petitioner and the respondent-Federation was expired by February, 2015, the petitioner is still continuing to act as distributor, this Court issued a direction to the respondent-Federation to continue the petitioner as distributor, till an alternate arrangement is made.

Learned counsel for the petitioner submits that when the petitioner approached the respondent-Federation on 29.02.2016 with the orders of this Court dated 19.02.2016, he was issued a letter to the effect that unless he clears the old dues of Rs.9,14,271/-, he will not be allowed to continue as distributor to supply the milk. He further submits that only to defy the orders of this Court, the said condition has been imposed on the petitioner.

At this stage, learned standing counsel for the respondent-Federation placed on record a photostat copy of proceedings No.64/GM/E/2011 dated 01.03.2016 of the 3rd respondent stating that one M/s. Akshaya Sai Agency, Rajahmundry, has been appointed as milk distributor for Rajahmundry Town.

Inasmuch as the contract between the petitioner and the respondent-Federation was expired as far back as in February, 2015 and thereafter the petitioner was continued as distributor for one more year, his

continuation beyond the period of contract cannot be construed as conferring any right on him to seek further extension. On one hand, the petitioner claims that he has to receive a sum of Rs.7,00,000/- from the respondent-Federation, and on the other hand, the respondent-Federation claims that the petitioner is due a sum of Rs.9,14,271/- to them. This being a dispute arising out of the contractual relationship between the parties, the petitioner is at liberty to work out his remedies in a proper forum. So far as the petitioner not being continued as distributor is concerned, in the absence of his vested right, the relief sought for in the writ petition cannot be granted. In view of the above, I see no merit in the writ petition and hence the same is liable to be dismissed.

Accordingly, the Writ Petition is dismissed. There shall be no order as to costs.

Consequently, miscellaneous petitions, if any, pending in the writ petition shall stand closed.

CHALLA KODANDA RAM, J

15th March, 2016
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