

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

CWP 253 of 2017 (O&M)
Date of Decision: March 15, 2017

Manjeet SinghPetitioner
Vs.
State of Haryana and othersRespondents

CORAM: HON'BLE MR. JUSTICE M.M.S. BEDI.
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Present:- Mr.Salil Bali, Advocate for the petitioner.
Mr. Gaurav Jindal, Addl.A.G., Haryana.

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M.M.S. BEDI, J. (ORAL)

Petitioner claiming himself to be owner of M/s Khalsa Rice Mil has sought a direction through a writ in the nature of mandamus directing the respondents to permit the petitioner to re-start the milling operation forthwith as per the agreement annexure P-1.

In the written statement filed, violation of the terms of the agreement annexure P-1 has been attributed to the petitioner disclosing that two FIRs have already been registered against the petitioner for playing fraud with the Department.

After hearing counsel for the petitioner and the respondents, I am of the considered opinion that the petition deserves to be dismissed for ground that it involves a number of disputes questions of fact and the

determination of enforceable right of the petitioner and the Food and Supplies Department, Haryana.

The grievance of the petitioner is that he has not been given fair opportunity to mill the paddy as per the terms of the agreement, annexure P-1 whereas the stand of Food and Supplies Department is that the petitioner has committed breach of agreement by not delivering the custom milled rice to the extent of 60% of the delivered paddy directly to the Food Corporation of India.

It does not appear if the respondents have terminated the agreement and withdrawn the contract of milling work. There appears to be an arbitration agreement also. The Food and Supplies Department, Haryana can proceed against the petitioner as per the terms and conditions of the agreement, annexure P-1 by following the due process of law with an objective to curtail the misappropriation of the paddy entrusted for custom milling to the petitioner.

The petition is dismissed. Interim order is vacated leaving the petitioner and the respondent Food and Supplies Department, Haryana, to enforce their mutual obligations arising out of the agreement annexure P-1 dated October 19, 2016.

March 15, 2017
sanjay

(M.M.S.BEDI)
JUDGE

Whether speaking/ reasoned:	Yes/ No.
Whether reportable:	Yes/No.