

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7852 of 2015

=====

Katka Primary Agriculture Credit Society Office at Village- Pakrihar, P.O.- Katka, P.S.- Singhwara, District- Darbhanga Through its chairman Kailash Yadav, S/o- Late Jinni Lal Yadav R/o- Village- Pakrihar, P.O.- Katka, P.S.- Singhwara, District- Darbhanga

... .. Petitioner/s

Versus

1. The State of Bihar, through Principal Secretary, Food and Consumer Protection Department, State of Bihar, Patna
2. The Principal Secretary, Department of Co-operative, State of Bihar, Patna.
3. The District Collector, District- Darbhanga
4. The Managing Director, Bihar State Civil Supplies Corporation, Patna
5. The Sub- Divisional Officer, Sadar, District- Darbhanga
6. District Co- operative Officer, Darbhanga
7. The District Manager, Bihar State Civil Supplies Corporation, Darbhanga.
8. The Circle Officer, Block- Singhwara, District- Darbhanga.
9. The Branch Manager, Bihar State Cooperative Bank Limited, Darbhanga.
10. The Executive Assistant, Paddy Purchase Centre, Block- Singhwara, District- Darbhanga.

... .. Respondent

=====

Appearance :

For the Petitioner/s	:	Mr. Krishna Mohan Mishra, Advocate
For the State	:	Mr. Rajesh Kumar Sinha, AC to GP 23
For the SFC	:	Mr. Shailendra Kumar Singh, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE ASHWANI KUMAR SINGH
ORAL JUDGMENT

Date : 20-11-2018

Heard learned counsel for the petitioner, learned counsel for the State and learned counsel for the State Food Corporation.

2. The instant writ petition has been filed by the petitioner for directing the respondent authorities to pay Rs.16,50,356.00/- together with interest to the petitioner society as price of paddy, which is stated to have been supplied to the State Food Corporation (for short 'SFC').



3. The claim of the petitioner is that though he has purchased 900 quintal of paddy from the farmers in the Kharif Season 2013-14 and supplied the same to the SFC, the price for the same has not been paid to him till date.

4. The respondent State and the SFC have filed their respective counter-affidavits in which they have disputed the claim of the petitioner regarding supply of paddy to the SFC.

5. Learned counsel for the SFC has contended that the petitioner has created forged documents in order to claim that the supplies were made to the SFC.

6. The dispute raised by the respondent SFC and the State has been controverted by the petitioner.

7. The petitioner has filed rejoinder to the counter-affidavit wherein he has contended that the contentions made in the counter-affidavit are factually incorrect.

8. Learned counsel for the petitioner submitted that false excuse is being made by the respondents to deny the payment for the price of the paddy supplied to the SFC. He submitted that the SFC had not only accepted the paddy from the petitioner rather it had also issued stock issue order in favour of different rice millers.



9. Be that as it may, the writ petition filed by the petitioner is in the nature of money claim. Normally, a petition under Article 226 of the Constitution of India cannot be maintained to enforce a money claim arising out of breach of contract or money due to the claimant. Under such circumstances, aggrieved party is required to agitate the question in a civil suit.

10. True it is that an order for payment of money may be made in a writ proceeding in enforcement of statutory functions of the State or its officers, but such power can be exercised sparingly depending on the facts and circumstances specially when the facts are not in dispute.

11. In the instant case, the factum of supply of paddy by the petitioner to the SFC has been disputed by the SFC. Under such circumstances, in my considered opinion, the writ petition to enforce the money claim is not maintainable.

12. Accordingly, the writ petition is dismissed with liberty to the petitioner to seek other remedies available in law.

(Ashwani Kumar Singh, J)

kanchan/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	27.11.2018
Transmission Date	NA

