

CWP No. 8457 of 2018 (O&M)

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IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

CWP No. 8457 of 2018 (O&M)

Date of decision : May 15, 2018

M/s Gagan Traders and another

..... Petitioners

Versus

FCI and another

..... Respondents

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
ACTING CHIEF JUSTICE**

HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

**Present:- Mr. Anurag Chopra, Advocate
for the petitioners.**

**Mr. J. S. Puri, Advocate
for the respondents.**

AJAY KUMAR MITTAL, ACJ (oral).
CM No. 7201 of 2018

This is an application to place on record short reply by way of affidavit of Nishith Kumar Pradhan, Deputy General Manager (Contract), FCI on behalf of respondent Nos. 1 and 2 along with Annexure R-1.

Reply along with Annexure R-1 is taken on record.

C.M.stands disposed of.

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The petitioner has invoked the extraordinary jurisdiction of this Court under Article 226/227 of the Constitution of India for issuance of Writ in the nature of certiorari for quashing of order dated 27.3.2018

(Annexure P-25) issued by respondent No.1 vide which Handling and Transport Contract (HTC) and Road Transport Contract (RTC) of the petitioners was terminated with forfeiture of security deposits and bank guarantees lying with the respondent-department.

Reply on behalf of Food Corporation of India has been filed wherein it has been stated that during the pendency of writ petition, the respondents have received communication from it's Zonal office dated 2.5.2018 that petitioner No.1 has invoked clause pertaining to Dispute/Grievance Redressal Committee (GRC) where petitioner No.1 has filed representation dated 2.5.2018. Copy of the same has been appended as Annexure R-1 by the respondents.

Mr. Puri, learned counsel appearing on behalf of the respondents has brought to the notice of the Court clause pertaining to alternate remedy as provided under the Model Tender Form(MTF) for the Road Transport Contracts which was part of the contract and the same is reproduced as under:-

“Terms and conditions governing contracts for transportation of food grains from depots/mandis/railheads etc.

(a) The contract will be governed by the Laws of India for the time being in force.

(b) In case of any dispute arising out of and touching upon the contract, the same will be first referred to the Dispute/Grievance Redressal Committee constituted and functioning at the Zonal Office of the Corporation with a view to settle the disputes. If any disputes remain thereafter, the same will be settled in the court of law having competent jurisdiction.”

In view of the facts and circumstances of the case, the petitioner is relegated to avail the alternative remedy before The Dispute/Grievance Redressal Committee, Food Corporation of India.

At this stage, Counsel for the petitioner does not dispute that petitioner No.1 has given the representation dated 2.5.2018 and submits that petitioner No.2 shall file representation before the Dispute/ Redressal Committee within a week. However, a prayer was made that time bound direction be given to Dispute/Grievance Redressal Committee, Food Corporation of India to decide the same in accordance with law.

After hearing learned counsel for the parties, the present writ petition is disposed of by permitting petitioner No.2 to file the representation within a week. It is clarified that representation which may be filed by petitioner No.2 and the representation already filed by petitioner No.1 be decided within a period of one month from the date of receipt of certified copy of this order after affording an opportunity of hearing to the petitioners in accordance with law.

(AJAY KUMAR MITTAL)
ACTING CHIEF JUSTICE

(TEJINDER SINGH DHINDSA)
JUDGE

May 15, 2018
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Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No