

NAFR**HIGH COURT OF CHHATTISGARH, BILASPUR****Writ Petition (C) No. 1085 of 2020**

1. Prathmik Krishi Sakh Sahakari Samiti Maryadit Tundari Registration No. 1312, Through Its President Dwarika Prasad Sahu S/o Shri Sadhuraam Sahu, Aged About 43 Years, R/o. Village Maldi, Post Purgaon, Thana And Tahsil Bilaigarh, District Balodabajar Bhatapara, Chhattisgarh
2. Prathmik Krishi Sakh Sahakari Samiti Maryadit Bilaigarh, Registration No. 1420, Through Its President Kriteswar Jayswal S/o Shri Jagannath Jayswal, Aged About 48 Years, R/o. Village Govindwan, Thana And Tahsil Bilaigarh, District Balodabajar Bhatapara Chhattisgarh
3. Prathmik Krishi Sakh Sahakari Samiti Maryadit Gatadih, Registration No. 1434, Through Its President Gopal Prasad Sahu S/o. Shri Roopram Sahu, Aged About 41 Years, R/o. Village Raykona, Thana Sarsiwan, Tahsil Bilaigarh, District Balodabajar Bhatapara, Chhattisgarh

---- Petitioners**Versus**

1. State Of Chhattisgarh Through Secretary, Co-Operative Department, Mahanadi Bhawan, Capital Complex, Atal Nagar, New Raipur, District Raipur, Chhattisgarh
2. Managing Director, Mark Fed, Chhattisgarh Raipur, District Raipur, Chhattisgarh
3. Collector Balodabajar, District Balodabajar Bhatapara, Chhattisgarh
4. District Co-Operative Mark Fed Officer, Balodabajar, District Balodabajar Bhatapara, Chhattisgarh
5. Deputy Registrar, Co-Operative Society, Balodabajar, District Balodabajar Bhatapara, Chhattisgarh

---- Respondents

Writ Petition (C) No. 1122 of 2020

- Prathmik Krishi Sakh Sahakari Samiti Maryadit Salounikala Registration No. 1309, Through Its President Uday Ram Chandra S/o Shri Anant Ram Chandra, Aged About 52 Years, R/o Village Salounikala, Thana And Tahsil- Bilaigarh, District- Balodabazar-Bhatapara, Chhattisgarh

---- Petitioner

Versus

1. State Of Chhattisgarh Through Secretary, Co-Operative Department, Mahanadi Bhawan, Capital Complex, Atal Nagar, New Raipur, District Raipur, Chhattisgarh
2. Managing Director, Mark Fed, Chhattisgarh Raipur, District Raipur, Chhattisgarh
3. Collector Balodabajar, District Balodabajar Bhatapara, Chhattisgarh
4. District Co-Operative Mark Fed Officer, Balodabajar, District Balodabajar Bhatapara, Chhattisgarh
5. Deputy Registrar, Co-Operative Society, Balodabajar, District Balodabajar Bhatapara, Chhattisgarh

---- Respondents

Writ Petition (C) No. 1180 of 2020

Prathmik Krishi Sakh Sahakari Samiti Maryadit Pirda, Registration No. 1583, Through Its President Shyamlal Sahu S/o Shri Dular Say, Aged About 48 Years, R/o Village - Bandari, Post And Thana - Bhatgaon, Tahsil - Bilaigarh, District - Balodabajar – Bahatapara, Chhattisgarh

---- Petitioner

Versus

1. State Of Chhattisgarh Through Secretary, Co-Operative Department, Mahanadi Bhawan, Capital Complex, Atal Nagar, New Raipur, District Raipur, Chhattisgarh
2. Managing Director, Mark Fed, Chhattisgarh Raipur, District Raipur,

Chhattisgarh

3. Collector Balodabajar, District Balodabajar Bhatapara, Chhattisgarh
4. District Co-Operative Mark Fed Officer, Balodabajar, District Balodabajar Bhatapara, Chhattisgarh
5. Deputy Registrar, Co-Operative Society, Balodabajar, District Balodabajar Bhatapara, Chhattisgarh

---- Respondents

Writ Petition (C) No. 1264 of 2020

1. Prathmik Krishi Sakh Sahakari Samiti Maryadit Borsi, Registration No. 783, Through Its President Rewa Ram Sahu S/o Shri Heeralal Sahu, Aged About 47 Years, R/o Village- Bijali Thana - Fingeshwar, Tahsil- Rajim, District- Gariyaband, Chhattisgarh
2. Prathmik Krishi Sakh Sahakari Samiti Maryadit Belar, Registration No. 881, Through Its President Narad Ram Sahu S/o Late Shri Teerathram Sahu, Aged About 66 Years, R/o Village- Parsadakala, Thana- Fingeshwar, Tahsil- Rajim, District- Gariyaband, Chhattisgarh.
3. Prathmik Krishi Sakh Sahakari Samiti Maryadit Bhasera, Registration No. -808, Through Its President Ghanshyam Sahu S/o Shri Madan Lal Sahu, Aged About 43 Years, R/o Village- Roba, Post And Thana- Fingeshwar, Tahsil- Rajim, District- Gariyaband, Chhattisgarh.
4. Prathmik Krishi Sakh Sahakari Samiti Maryadit Lachkera, Registration No. 994, Through Its President Uttam Kuamr Sonwani, S/o Shri Mastaram Sonwani, Aged About 40 Year, R/o Village- Lacherapara Khapari, Thana- Fingeshwar, Tahsil- Rajim, District- Gariyaband, Chhattisgarh.
5. Prathmik Krishi Sakh Sahakari Samiti Maryadit Loharsi, Registration No.- Through Its President Babulal Sahu S/o Shri Baldau Ram Sahu, Aged About 42 Years, R/o Village- Loharsi, Thana- Panduka, Tahsil- Rajim, District- Gariyaband, Chhattisgarh.
6. Prathmik Krishi Sakh Sahakari Samiti Maryadit Fingeshwar

Registration No. -685, Through Its President Natthu Kashyap S/o Shri Mangalu Kashyap, About 59 Years, R/o Village- Nagar Panchayat Fingeshwar, Thana- Fingeshwar, Tahsil- Rajim, District- Gariyaband, Chhattisgarh.

7. Prathmik Krishi Sakh Sahakari Samiti Maryadit Basin, Registration No.- 991, Through Its President Fagendra Kumar Yadu S/o Shri Daulat Ram Yadu, Aged About 50 Years, R/o Village- Borbhatha, Thana- Fingeshwar, Tahsil- Rajim, District- Gariyaband, Chhattisgarh.
8. Prathmik Krishi Sakh Sahakari Samiti Maryadit Charouda (Fingeshwar) Registration No.- 1142, Through Its President Gajanand Sahu S/o. Shri Roopram Sahu, Aged About 48 Years, R/o Village- Charouda, Post- Belar, Thana- Fingeshwar, Tahsil- Rajim, District- Gariyaband, Chhattisgarh.

---- Petitioners

Versus

1. State Of Chhattisgarh Through Secretary, Co-Operative Department, Mahanadi Bhawan, Capita Complex, Atal Nagar New Raipur, District- Raipur, Chhattisgarh
2. Managing Director Mark Fed, Chhattisgarh Raipur, District- Raipur, Chhattisgarh
3. Collector Gariyaband, District- Gariyaband, Chhattisgarh
4. District Co-Operative Mark Fed Officer, Gariyaband, District- Gariyaband, Chhattisgarh
5. Deputy Registrar Co-Operative Society, Gariyaband, District- Gariyaband, Chhattisgarh

---- Respondents

For Petitioner	:	Mr. Sunil Sahu, Advocate
For State	:	Mr. Sudeep Verma, Dy. G.A.
For Respondents 2 & 4	:	Mr. Ashish Surana, Advocate

Hon'ble Shri Justice P. Sam Koshy
Order On Board

13.07.2020

1. The present writ petitions have been filed by the petitioners alleging the inaction and arbitrariness on the part of the respondents, on one hand, in not collecting paddy within the stipulated period and at the same time, in holding the petitioners responsible for the damage and the shortage caused to the paddy collected.
2. Counsel for the petitioners submits that once when there is a specific agreement entered into between the petitioners and the respondents, it is expected that the respondents would have first adhered to the conditions stipulated in the agreement and only thereafter the respondents would have initiated appropriate action against the petitioners, if required.
3. According to the petitioners, as per the agreement, it was the duty of the respondents for taking steps in lifting paddy which has not been honoured by the respondents. The further contention of the petitioners is that they have been repeatedly approaching the respondents for early lifting of paddy taking into consideration the frequent change of climate on account of which the paddy so collected by the petitioners were getting damaged or destroyed. According to the petitioners, as per the agreement, the respondents were also supposed to get the paddy properly insured in the event of any damage that occurs, which again, whether the respondents have discharged their liability in this regard or not is not known to the petitioners.
4. The grievance, according to the petitioners, now is that on the one

hand, the respondents did not timely lift the paddy because of which it was exposed to extremely weather condition resulting in damage to the paddy. The further contention of the petitioners is that for that damage to the paddy or the shortage of paddy, if any, because of climatic reasons or any other natural reasons, the petitioners cannot be saddled with the liability of damage of the same nor can the petitioners be held responsible for any criminal offence by registering of an FIR etc. According to the petitioners, they are apprehending coercive measures to be taken up by the respondents as has been done against the officer bearers of other similarly placed society. Counsel for the petitioners referring to two orders passed by this Court in WPC 1417/20 & WPC 1448/20 submits that the present writ petitions also be disposed of in similar terms. They further request that let the respondents first conduct an investigation or a preliminary inquiry in respect of the alleged shortage of paddy or damage to the paddy and thereafter reach to a conclusion as to who is actually responsible for the damage or shortage so caused and only then the authority should go in for registering of an FIR, if required.

5. Counsel appearing for the respondents submit that it is only the petitioners' apprehension that an FIR would be registered without any investigation or inquiry. It is the contention of the counsel for the respondents that due care shall be taken by the respondents firstly in determining as to who is actually responsible for the damage or shortage of paddy and only thereafter an FIR would be registered, if required.
6. Given the submissions by the counsel for the respondents and the

apprehension that has been made by the petitioners, this Court is of the opinion that the present writ petitions also can be disposed of in similar terms.

7. Accordingly, the present four writ petitions stand disposed of directing the respondents first to undertake preliminary inquiry/investigation in respect of any alleged shortage of paddy or loss caused to the respondents in the process of purchase of paddy. That in the course of inquiry, it should be found out as to whether there has been a shortage of paddy or not, there has been any damage or loss caused to the respondents or not and whether the said shortage or damage was in fact caused because of a deliberate and willful act on the part of the petitioners or any office bearers of the petitioners and only thereafter the respondents would take appropriate steps in terms of the agreement / contract entered into between the parties.
8. In the event, if there is any further dispute regarding the quantity or quality of the paddy etc., all those issues would be resolved in terms of the agreement entered into between the parties and the standards and specifications provided for the same in the agreement.

**Sd/-
P. Sam Koshy
Judge**