

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 1425 of 2020**

1. Aadim Jati Sewa Sahakari Samiti Maryadit Pakhanjur, Registration No. 549, Through Its President Ishwar Lal Kadiyam, S/o Late Shri Hunga Kadiyam, Aged About 43 Years, R/o Village New Gondahur, Thana And Tahsil Pakhanjur, District North Bastar Kanker, Chhattisgarh
2. Aadim Jati Sewa Sahakari Samiti Maryadit Gondahur Registration No. 373, Through Its President Dannu Ram Aachala, S/o Shri Maniram Aachala, Aged About 37 Years, R/o Village Gondahur, Thana Gondahur, Tahsil Pakhanjur, District North Bastar, Kanker, 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 Markfed Chhattisgarh Raipur, District Raipur, Chhattisgarh
3. Collector Kanker District North Bastar Kanker, Chhattisgarh
4. District Co-Operative Markfed Officer Kanker, District North Bastar Kanker, Chhattisgarh
5. Deputy Registrar Co-Operative Society Kanker, District North Bastar Kanker, Chhattisgarh

---- Respondents

For Petitioners	:	Mr. Sunil Sahu, Advocate
For State	:	Mr. Siddharth Dubey, Dy. G.A.
For Respondents/Markfed	:	Mr. Ashish Surana, Advocate

Hon'ble Shri Justice P. Sam Koshy**Order on Board****20/07/2020**

1. The present writ petition has been filed primarily aggrieved of the action on the part of the respondents in not lifting the paddy from the procurement Center of the petitioners as per the tripartite agreement entered into between the parties.

2. The grievance also seems to be the decision of the respondents in taking action against the respective societies, where the paddy purchased is found to be in shortage. According to the petitioners, they should get the benefit of the terms of agreement entered into between the parties and they should also get the advantage of the inaction on the part of the respondents in not timely lifting the paddy, which has contributed in the shortage of paddy that arose because of natural and climatic reasons.
3. This Court on 13.07.2020 in a similar writ petition i.e. WPC No. 1085/2020 had disposed of the writ petition referring to the terms of agreement entered into between the parties. One of the terms of agreement was that in the event if the marketing federation fails to lift the paddy within the stipulated time, the society would be permitted to lift the paddy and deliver it at the concerned storage centers and can claim for the transportation as agreed upon. Similarly, there is also a dispute redressal clause in the agreement, which says that in the event of the dispute, the same shall be resolved by way of arbitration. All said and done, the grievance primarily seems to be only; on (i) the lifting of paddy, which is lying in the field and (ii) the apprehension of the petitioners of they being held responsible for the shortage in the paddy, which according to the petitioners arose on account of climatic conditions and not for any deliberate act or intentional act on the part of the petitioners.
4. As regards the non-lifting of the entire paddy is concerned, the learned counsel for the Federation itself submits that the petitioners can still make their own arrangement by delivering the paddy at the storage center and can claim for the transportation charges in terms

of the agreement. As regards the apprehension of the petitioners of they being held responsible for the shortage of paddy, this Court is of the opinion that the said is a matter of verification from the records.

5. Given the said facts and submission, this Court is of the opinion that the present writ petition can be disposed of firstly permitting the petitioners in the event if the respondents- Federation fails to lift the entire stock of paddy lying to lift the same and deliver the same at the respective storage centres as per the terms of agreement entered into between the parties. As regards the shortage of paddy is concerned, the respondents are directed to first undertake a preliminary inquiry/investigation in respect of the alleged shortage of paddy or the loss caused to the respondents in the process of purchase of paddy. In the course of the preliminary inquiry or investigation, it should be first ascertained whether there has been a shortage of paddy or not, whether the shortage or damage to the paddy was on account of deliberate and willful act on the part of the petitioners or any of the office bearers of the petitioners-Society and only thereafter the respondents would take appropriate steps in terms of the agreement entered into between the parties.
6. In the event, if there is still any dispute regarding the quantity and quality of the paddy, those issues can be resolved in terms of the agreement entered into between the parties.

With the aforesaid observations, the present writ petition stands disposed of.

Sd/-
(P. Sam Koshy)
Judge