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HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 1353 of 2020**

6. Seva Sahkari Samiti Maryadit Bundeli, Village Bundeli, District Mungeli (Chhattisgarh) Through Its Society Manager (Sanstha Prabandhak), Dau Singh S/o Hira Singh, Aged About 52 Years, Chhattisgarh
2. Dau Singh S/o Hira Singh, Aged About 52 Years, Society Manager (Sanstha Prabandhak), Seva Sahkari Samiti Maryadit, Bundeli, Village Bundeli, District Mungeli, Chhattisgarh

---- Petitioners**Versus**

1. State Of Chhattisgarh Through Secretary, Department Of Food And Civil Supplies, Mahanadi Bhawan, Atal Nagar, Naya Raipur, District Raipur, Chhattisgarh
2. Collector Mungeli, District Mungeli, Chhattisgarh
3. Managing Director, Apex Bank, Pandri Raipur, District Raipur Chhattisgarh
4. Chhattisgarh State Cooperative Marketing Federation Ltd Through General Manager, 6th Floor, Tower-C, Commercial Complex, CBD Sector-21, Atal Nagar, Naya Raipur, District Raipur, Chhattisgarh
5. District Marketing Officer Through Office Of District Marketing Federation Mungeli, District Mungeli, Chhattisgarh
6. District Cooperative Central Bank Ltd. Bilaspur Through Chief Executive Officer, District Cooperative Central Bank Ltd. Nehru Chowk, Bilaspur, Chhattisgarh

---- Respondents**Writ Petition (C) No. 1363 of 2020**

1. Seva Sahkari Samiti Maryadit, Navagaon, Village Navagaon, District Mungeli, Chhattisgarh, Through Its Paddy Purchase Incharge (Dhaan Khareedi Prabhari) Mahendra Soni S/o Ram Kumar, Aged About 45

Years

2. Mahendra Soni S/o Ram Kumar Soni, Aged About 45 Years, Paddy Purchase Incharge (Dhaan Khareedi Prabhari), Vrihattakar Seva Sahkari Samiti Maryadit, Pandarbhatta, Village Pandarbhatta, District Mungeli, Chhattisgarh

---- Petitioners

Versus

1. State Of Chhattisgarh Through Secretary, Department Of Food And Civil Supplies, Mahanadi Bhawan, Atal Nagar, Naya Raipur, District Raipur, Chhattisgarh
2. Collector Mungeli, District Mungeli, Chhattisgarh
3. Managing Director, Apex Bank, Pandri Raipur, District Raipur Chhattisgarh
4. Chhattisgarh State Cooperative Marketing Federation Ltd. Through General Manager, 6th Floor, Tower-C, Commercial Complex, CBD Sector-21, Atal Nagar, Naya Raipur, District Raipur, Chhattisgarh
5. District Marketing Officer Through Office Of District Marketing Federation Mungeli, District Mungeli, Chhattisgarh
6. District Cooperative Central Bank Ltd. Bilaspur Through Chief Executive Officer, District Cooperative Central Bank Ltd. Nehru Chowk, Bilaspur, Chhattisgarh

---- Respondents

For Petitioner	:	Mr. Garry Mukhopadhyay, Advocate
For State/Respondents 1 & 2	:	Mr. Sudeep Verma, Dy. G.A.
For Respondents 4 & 5	:	Mr. Ashish Surana, Advocate
For Respondent No. 6	:	Mr. Jitendra Shrivastava, Advocate

Writ Petition (C) No. 1450 of 2020

1. Seva Sahkari Samiti Maryadit, Tarvarpur, Village Tarvarpur, District

Mungeli, Chhattisgarh, Through Its Paddy Purchase Incharge (Dhaan Khareedi Prabhari) Netram Sahu S/o Niranjan Sahu, Aged About 37 Years.

2. Netram Sahu S/o Niranjan Sahu, Aged About 37 Years, Paddy Purchase Incharge (Dhaan Khareedi Prabhari), Seva Sahkari Samiti Maryadit, Tarvarpur, Village Tarvarpur, District Mungeli Chhattisgarh

---- Petitioners

Versus

1. State Of Chhattisgarh Through Secretary, Department Of Food And Civil Supplies, Mahanadi Bhawan, Atal Nagar, Naya Raipur, District Raipur, Chhattisgarh
2. Collector Mungeli, District Mungeli, Chhattisgarh
3. Managing Director, Apex Bank, Pandri Raipur, District Raipur Chhattisgarh
4. Chhattisgarh State Cooperative Marketing Federation Ltd. Through General Manager, 6th Floor, Tower-C, Commercial Complex, CBD Sector-21, Atal Nagar, Naya Raipur, District Raipur, Chhattisgarh
5. District Marketing Officer Through Office Of District Marketing Federation Mungeli, District Mungeli, Chhattisgarh
6. District Cooperative Central Bank Ltd. Bilaspur Through Chief Executive Officer, District Cooperative Central Bank Ltd. Nehru Chowk, Bilaspur, Chhattisgarh
7. Nodal Officer, Zila Sahkari Kendriya Bank Maryadity, Mungeli, District Mungeli, Chhattisgarh

---- Respondents

For Petitioner	:	Mr. Garry Mukhopadhyay, Advocate
For State/Respondents 1 & 2	:	Mr. Sudeep Verma, Dy. G.A.
For Respondents 4 & 5	:	Mr. Ashish Surana, Advocate
For Respondents 6 & 7	:	Mr. Jitendra Shrivastava, 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 5 & 6 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 three 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**