

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 3828 of 2021

- Aadim Jati Sewa Sahkari Samiti Sonpur, Bhaiyathan District Surajpur Chhattisgarh Through Its Incharge Of Purchasing Paddy Smt. Sadhna Kushwaha, W/o Late Rakesh Roshan Kushwaha, Aged About 35, Years R/o Village And Post Manja, Tahsil Bhaiyathan, District Surajpur Chhattisgarh

---- Petitioner

Versus

1. State Of Chhattisgarh Through The Secretary Co-Operative Department, Mahanadi Bhawan, Mantralaya, Atal Nagar, Nawa Raipur District Raipur Chhattisgarh
2. The Collector (Food Branch) Surajpur District Surajpur Chhattisgarh
3. Chief Executive Officer Zila Sahkari Kendraiya Bank Maryadit, Ambikapur District Surguja Chhattisgarh
4. The Nodal Officer District Co-Operative Central Bank Surajpur District Surajpur Chhattisgarh
5. Additional Registrar Co-Operative Society, Surajpur District Surajpur Chhattisgarh
6. Managing Director Marketing Federation Chhattisgarh Raipur District Raipur Chhattisgarh
7. The Manager Primary Krishi Sakh Sahakari Samity, Sonpur, Bhaiyathan, District Surajpur Chhattisgarh

---- Respondents

For Petitioner	:	Shri P.K. Patel, Advocate
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For State/ Respondents	:	Shri Sudeep Agrawal, Dy. A.G.
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Hon'ble Shri Justice Goutam Bhaduri

Order on Board

21.09.2021

Heard

1. The petitioners in the present writ petition are challenging to the notice dated 28.07.2021 passed by the respondent No.3 for taking appropriate recovery proceedings as also taking appropriate action under the Service Rules governing the field.
2. The contention of the counsel for the petitioners is that the petitioner as such have not in any manner committed any fault/fraud in the process of purchase of paddy.

According to the counsel for the petitioner, there has been no deliberate, intentional act on the part of the petitioner, causing shortage of paddy nor is there any fraud or misappropriation committed by the petitioner, which resulted in shortage. The counsel for the petitioner also submits that, the petitioner in-fact had timely purchased the paddy and had stocked it but there has been some lapse on the part of the respondents in not lifting the said paddy promptly and many a times, even the transporter who were engaged by the Federation also failed to timely lift the paddy within the stipulated period. In addition to these, there has also been extreme weather conditions which also has attributed to the damage to the paddy, as also for the shortage caused and for all these reasons, the petitioner cannot be held responsible nor should the petitioner be subjected to prosecution or any disciplinary proceedings.

3. The counsel for the petitioner submits that there is a great apprehension that the respondents may straightaway lodge an FIR, alleging shortage of paddy. He further makes a statement as of now, no FIR has been lodged against any of the petitioner till today. The request by the counsel for the petitioner that let respondents conduct a physical verification/ preliminary enquiry in-respect-of the purchase of paddy and only after verification of the records may find out, firstly whether there has been any shortage of paddy caused and secondly, whether there has been any intentional or deliberate act on the part of either the society or any of the office bearers of each of the society in the shortage of paddy being caused and only then should the appropriate proceedings be drawn by them. The counsel for the petitioner relied upon an Order passed by this Court in WPC No.1417 of 2020 in this regard, where this Court disposed off the writ petition permitting the respondents to initiate appropriate proceedings only after physical verification/preliminary enquiry is conducted.
4. The counsel for the respondents submits that vide the impugned order of the Assistant Registrar, the petitioner has been called upon to make good the loss or the deficit purchase of paddy made by the respective societies. In addition, the

counsel appearing for the Marketing Federation submits that as per tri-partite agreement entered into between the society, the Marketing Federation and the respondent -Bank there is clause 2.6, which envisages that in the event, if the Federation fails to lift the paddy within a stipulated period, the respondent's society can transport the paddy to the respective storage center and can claim transportation charges from the Federation for the same. It is also submitted by the counsel appearing for the Federation that in addition, there is also a clause in the agreement, which says that in the event of any dispute between the parties, the same has to be resolved by resorting to arbitration. It is the further contention of the counsel for the respondents that subject to the petitioner providing necessary details and information as also explanation, if any, the same shall be duly taken into consideration, only then appropriate order would be passed.

5. Given the said submissions made by the counsel for the petitioner as well as by the counsel for the respective respondents, this Court is of the opinion that the main grievance or the primary apprehension of the petitioner is that the respondents may take coercive steps or initiate criminal proceedings against the petitioner without proper verification of the factual matrix of the case as is available in the records. Considering the contents of Annexure P/1 dated 28.07.2021 what clearly reflects is that the Assistant Registrar has instructed the concerned society to make good the loss within a period of 5 days and thereafter the records would be verified and appropriate action against the erring officials will be taken, both in respect of recovery as also in respect of disciplinary action, if any. This itself indicates that the matter is still open and subject to verification of facts and records.
6. In the given factual backdrop the present writ petition stands disposed of directing the petitioner to submit their requisite application and the details to the concerned society and also if required to the Assistant Registrar, who in turn shall duly verify the explanation as also the records submitted by the petitioner and thereafter appropriate steps in accordance with agreement entered into between the parties

shall be taken. It is further directed that in the event of any further dispute, standing un-redressed, so far as the quantity and quality of paddy etc. persists, those issues shall be resolved purely in terms of the agreement entered into between the parties taking into consideration the standard and the specification provided in respect of the quality and quantity is concerned.

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

Sd/-
(Goutam Bhaduri)
Judge

Jyoti