

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.17289 of 2021**

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Ash Karan Singh, Son of Late Mahatam Singh, Resident of Village - Barua,  
P.S. - Raghunathpur, District- Siwan.

.. ... Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Secretary, Bihar State Food and Civil Supply Corporation Limited, Khadya Bhawan, Road No. 2, Daroga Prasad Ray Path, R Block, Patna-800001.
3. The District Manager, State Food Corporation, Siwan.
4. The District Magistrate - Cum- Chairman, District Transport Samiti, Siwan.
5. The Deputy Development Commissioner - Cum- Deputy Chairman, District Transport Samiti, Siwan.
6. The Additional Collector - Cum- Member District Transport Samiti, Siwan.
7. The District Transport Officer - Cum - Member District Transport Samiti, Siwan.

... ... Respondent/s

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**Appearance :**

For the Petitioner/s : Mr.Ranjeet Kumar, Advocate  
For the Respondent/s : Mr.Ajay Kumar Rastogi (AAG10)

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**CORAM: HONOURABLE THE CHIEF JUSTICE**

**and**

**HONOURABLE MR. JUSTICE S. KUMAR**

**ORAL JUDGMENT**

**(Per: HONOURABLE MR. JUSTICE S. KUMAR)**

(The proceedings of the Court are being conducted through Video Conferencing and the Advocates joined the proceedings through Video Conferencing from their residence.)

**Date : 25-01-2022**

Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s):-

“i. For setting aside the decision of the District Transport Samiti, Siwan dated 01.07.2019, headed by the District Magistrate-cum-Chairman, District Transport Samiti, Siwan, whereby the agreement of the petitioner regarding his empanelment as Transport Handling Cum Delivery Agent for door step delivery has been cancelled and petitioner’s Bank Guarantee

of Rs. 10,00,000/- Security Deposit of Rs. 5,00,000/- have been forfeited without even issuance of show cause on the point of termination of agreement, forfeiture of Bank Guarantee and Security Deposit as well as imposition of penalty five time to the actual cost of the food grains and further he has been blacklisted for 5 years.

ii. The petitioner further prays that after setting aside all the aforementioned order his Bank Guarantee of Rs. 10,00,000/- and Security Deposit of Rs. 5,00,000/- be refunded with adequate interest.

iii. The petitioner further prays for refund of Rs. 10,18,896.30/- which has been imposed as penalty.

iv. The petitioner further prays to clear his dues with respect to the bill of delivery at village-Guthani for the month of April and May, 2018, which is about Rs. 1,10,880.50/-.

v. For any other relief for which the petitioner may be deemed entitled to.”

Disputed questions of facts has been raised by the petitioner in this writ petition, which cannot be adjudicated by this Court in its discretionary writ jurisdiction. An agreement was entered between the parties, which has been enclosed as Annexure- 2 and clause (20) of said agreement reads as follows:-

*“All disputes arising under or in pursuance of this agreement between the parties. Except matters decision of which herein expressly is otherwise provided, shall be referred to sole arbitration of the C.M.D./Managing Director of the Bihar State Food & Civil Supplies Corporation Ltd. Patna or a person nominated by the C.M.D. Managing Director decision of such arbitrator shall be final and binding on both*

*the parties. The provision of the arbitration and conciliation Act, 1996 and rules framed there under and statutory modification thereof shall apply to the proceedings of arbitration and all such disputes shall be subject to the jurisdiction of Courts at Patna.”*

The writ petition is disposed of with liberty to petitioner to avail the forum for adjudication of dispute between the parties arising on account of execution of contract in terms of the agreement as entered between the parties.

Equally liberty reserved to the petitioner to take recourse to such other remedies as are otherwise available to him in accordance with law.

The petition stands disposed of in the aforesaid terms.

Interlocutory Application(s), if any, stands disposed of.

**(Sanjay Karol, CJ)**

**( S. Kumar, J)**

veena/rajiv-

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