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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-12708-2021
Date of decision: 23.05.2022

PARMESHWAR RICE MILLS

...Petitioner

VERSUS

STATE OF PUNJAB AND OTHERS

...Respondents

CORAM: HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. Shiv Kumar, Advocate
for the petitioner.

Ms. Anju Arora, Addl. A. G., Punjab.

Ms. Kanu Priya, Advocate for
Mr. Anurag Jain, Advocate
for respondent No.3-FCI.

Ms. Deepali Puri, Advocate
respondent Nos.4 to 7-Markfed.

JAISHREE THAKUR, J. (Oral)

This is a petition that has been filed under Article 226 of the Constitution of India seeking a writ in the nature of mandamus to rectify the error committed in the portal of custom milling of rice being maintained by respondent Nos.1 and 2.

Learned counsel for the petitioner herein would argue that the petitioner firm is engaged in the business of custom milling of paddy for the year 2020-21. In terms of the Custom Milling Policy for the Kharif Marketing Season 2020-21, it was issued a release order

dated 16.10.2020 (Annexure P-3) to lift paddy from Rupnagar and to deliver the custom milled rice at Barnala. The procurement agency is required to supply A-class gunny bags, whereas B-class gunny bags are to be arranged by the Miller himself for filling the paddy to be taken to the shelling premises. He would submit that in fact only 8361 A-class gunny bags had been supplied to the petitioner, whereas the portal would reflect that 10458 A-class gunny bags were supplied and, therefore, the respondents ought to be directed to rectify the portal, which contains these details.

On notice of motion having being issued on 14.07.2021, appearance had been caused on behalf of the respondents. On 12.10.2021, short reply was filed on behalf of respondent Nos. 1 and 2, wherein a categorical stand of respondent Nos. 1 and 2 is that the portal is a platform provided by the answering respondents for smooth operations of custom milling in the State of Punjab. The entries related to the supply of paddy or bardana are to be uploaded by the respective procurement agencies and any changes therein can be made by them. It is further submitted that after the supply of paddy to the Miller, it is the duty of the Miller to verify as to how much stock of paddy and bardana has been stored in the mill and inform the same to the field staff of the concerned agency and in this particular case, the information was uploaded by the petitioner itself.

Learned counsel appearing for Markfed i.e. respondent Nos.4 to 7 would adopt the same reply by contending that there is a procedure as to how the portal is maintained. It is submitted that the information is loaded on the portal in a step by step process, which

commences with the Arhtia's IDs and then the same information is forwarded from the ID of Mandi Inspector to ID of concerned Miller for verification of quantity and type of paddy/bardana and after the Miller accepts or rejects the same, it is duly verified at the District Manager ID. The petitioner was supplied with 10123 A-class gunny bags and, therefore, his contention that he was given only 8361 A-class gunny bags is totally wrong.

It is also submitted that as per clause 26 of the agreement, all the disputes and differences, arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred for the arbitration of a sole Arbitrator to be appointed by Markfed. It is also submitted that as per clause 5(n) of the agreement, the issue of jute bags would be a subject matter of dispute to be referred to the Arbitrator.

I have heard learned counsel for the parties.

Taking note of the fact that the petitioner herein is vehement that it has only received 8361 A-class gunny bags and verified only 7531 as per Annexure R-1 and there is a categorical stand of Markfed that 10123 A-class gunny bags were supplied, this Court would not have a jurisdiction to entertain the present writ petition considering that the dispute has arisen arising out of the agreement entered into.

Consequently, the instant petition is disposed of relegating the petitioner firm to approach the sole Arbitrator in terms of Clause 26 of the agreement entered into between the parties. At this stage, Ms. Deepali Puri, Advocate for respondent Nos.4 to 7-Markfed would submit that an Arbitrator in terms of clause 26 of the agreement would

be appointed within a period of one week, who would then issue notice to the petitioner herein. Considering the fact that the petitioner herein had approached this Court well within time, the time spent in the instant litigation would be set off from the period of limitation, if any, in approaching the Arbitrator.

23.05.2022
Chetan Thakur

(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No