

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

CWP No.26788 of 2022(O&M)

Reserved on:02.12.2022

Date of Decision.08.12.2022

M/s Bansal Agro Mills

...Petitioner

Vs

State of Punjab and others

...Respondents

2. CWP No.26796 of 2022 (O&M)

M/s Sat Sahib Agro Mills

...Petitioner

Vs

State of Punjab and others

...Respondents

3. CWP No.26815 of 2022 (O&M)

M/s Shri Ganpati Agro Industry

...Petitioner

Vs

State of Punjab and others

...Respondents

4. CWP No.26805 of 2022 (O&M)

Singla Agro Foods

...Petitioner

Vs

State of Punjab and others

...Respondents

5. CWP No.26804 of 2022 (O&M)

K.L. Agro Industry

...Petitioner

Vs

State of Punjab and others

...Respondents

6. CWP No.26803 of 2022 (O&M)

Surindra Agro Foods

...Petitioner

Vs

State of Punjab and others ...Respondents

7. **CWP No.26800 of 2022 (O&M)**

Gobind Agro Industries ...Petitioner

Vs

State of Punjab and others ...Respondents

8. **CWP No.26799 of 2022**

Parkash Rice & General Mills ...Petitioner

Vs

State of Punjab and others ...Respondents

9. **CWP No.26813 of 2022**

Gopal Agro Industries ...Petitioner

Vs

State of Punjab and others ...Respondents

10. **CWP No.26950 of 2022**

M/s S.B. Rice and General Mill ...Petitioner

Vs

State of Punjab and others ...Respondents

CORAM:HON'BLE MS. JUSTICE JAISHREE THAKUR

Present: Mr. Sapan Dhir, Advocate
for the petitioner in CWP No.26788 of 2022.

Mr. Chetan Mittal, Senior Advocate with
Mr. Kunal Mulwani, Advocate
Mr. Nitin Kaushal, Advocate
for petitioner(s) in CWP Nos.26796, 26815, 26805, 26804,
26803, 26800, 26799 and 26813 of 2022.

Mr. Pardhuman Garg, Advocate
for the petitioner in CWP No.26950 of 2022.

Mr. Gurminder Singh, Senior Advocate with
Mr. Jatinder Singh Gill, Advocate
Mr. Gurnoor Sandhu, Advocate

for respondents.

Ms. Deepali Puri, Addl. A.G., Punjab.

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JAISHREE THAKUR J.

1. This order of mine shall dispose of bunch of ten writ petition as similar issue is involved in all writ petitions. However, for the sake of brevity, facts are being enumerated from CWP No.26813 of 2022 titled as *Gopal Agro Industries Vs. State of Punjab and others*.

2. Petitioners-mills herein by way of writ petitions sought quashing of the impugned order dated 16.11.2022 whereby allotment of paddy made in their favour has been cancelled and the paddy already stored at petitioners-mills has been ordered to be shifted out of the mill premises.

3. In brief, the facts are that the petitioner-mill in CWP No.26813 of 2022 is engaged in the business of milling and supplying custom milled rice to the central pool of FCI. Petitioner-mill applied for allotment of paddy to them in pursuance to the Punjab Custom Milling Policy for Kharif 2022-2023 (in short CMP 2022-2023) issued by the State of Punjab. However, FIR No.11 dated 16.08.2022 under Sections 420, 409, 467, 468, 471, 120-B IPC and Sections 7, 8, 12, 13 (2) of the Prevention of Corruption Act came to be registered at Police Station Vigilance Bureau, Ludhiana pertaining to tenders for loading-unloading/labour cartage and transportation and embezzlement of food stocks against various contractors and officers of food agencies, which included relatives of the petitioner-mill. Despite the fact, neither proprietor of the petitioner-mill was nominated in the said FIR nor any proceedings are pending against him of any nature, a show cause notice dated 29.09.2022 was served upon the petitioner-mill to appear before

the District Allotment Committee and file reply. The petitioner-mill duly filed its reply dated 01.10.2022 to the said show cause. Thereafter, vide proceedings dated 11.10.2022, it was held by the District Allotment Committee that the petitioner-mill cannot be recommended for allotment for the crop year 2022-2023 under the policy as it has been found connected to the persons nominated in FIR No.11 dated 16.08.2022. The aforesaid action of District Allotment Committee was challenged by way of appeal before the competent authority and after considering entire facts, circumstances and legal position, the appellate authority vide order dated 22.10.2022, set aside the order dated 11.10.2022 passed by DAC by holding that the conduct or any act of the petitioner-mill is not detrimental to any State Procurement Agency or harmful for the financial interest of the State, while further holding that mere registration of an FIR cannot be a ground for refusal of allotment to the petitioner-mill. In pursuance to order dated 22.10.2022 passed by the appellate authority, petitioner-mill entered into an agreement with the procurement agency.

4. Thereafter, on 03.11.2022, Anil Kumar Jain, proprietor of M/s Krishna Rice Mills and Karta of M/s Kanav Rice Mills was arrested by the Vigilance Bureau and immediately, the District Managers of the procurement agencies through DAC stalled further allotment of paddy to said mills. After arrest of Anil Kumar Jain, on 12.11.2022, a notice was issued to the petitioner-mill for hearing on 13.11.2022. The representative of the petitioner-mill appeared before DAC on 13.11.2022 and submitted reply by stating that after the order of the Appellate Authority i.e. Director, an agreement has already been executed and the petitioner-mill is not nominated in the aforesaid FIR. On 14.11.2022, another notice was issued

to the petitioner-mill for hearing on 15.11.2022, in pursuance to which appearance had been caused before DAC and reply filed on behalf of the petitioner-mill. However, without considering the contentions raised by the petitioner-mill in the reply, vide order dated 16.11.2022 passed by the DAC, agreement of the petitioner-mill has been cancelled and paddy already stored in the premises of the petitioner-mill has been ordered to be shifted. Aggrieved against the said order, petitioner-mill approached this Court by way of writ petition.

5. Mr. Chetan Mittal, Ld. Senior Counsel assisted by Mr. Kunal Mulwani, Avocate and Mr. Nitin Kaushal, Advocate as well as Mr. Sapan Dhir, Advocate and Mr. Pardhuman Garg, Advocate appearing for the petitioners would urge that action of the respondents in stopping petitioners-mills from carrying on the work of milling paddy, pursuant to the agreements having been entered into with the procurement agencies, is violative of the principles as enshrined under Article 21 of the Constitution of India and directly affects their right to earn livelihood. It is further urged that the primary ground for stopping the petitioners-mills from milling paddy and further allocation of paddy is on account of FIR No.11 dated 16.08.2022 registered at Police Station, Vigilance Bureau, Ludhiana, which pertained to tenders of transportation, labour and cartage of foodgrains and embezzlement, which in fact has nothing to do with the custom milling policy or any of its clauses, since as on date, the petitioner-mill has not been nominated in the said FIR. It is submitted that as on date, procurement agencies itself have not declared petitioners as defaulters nor have instituted any criminal/civil proceedings nor invoked an arbitration clause against the petitioners on account of non-fulfilling any terms and conditions of the CMP

of previous years. It is further submitted that the respondent-State was well aware of the pendency of the FIR in question when the agreement was executed with the procurement agencies and paddy was allocated. The issue with respect to the lodging of the FIR was dealt with by the Appellate Authority, who clearly opined that as on date, there is no legal dispute pending between the parties pertaining to any clause of the CMP of the previous years. The respondent-State has chosen not to file an appeal against the order passed by the Appellate Authority and therefore, the same has attained finality.

6. It is argued that notice dated 14.11.2022 has been issued on *the mere apprehension* that Krishan Lal and Anil Kumar Jain have been arrested by the Vigilance Bureau in FIR No11 of 16.8.2022 and the petitioners-mills have common addresses with either the persons arrested or nominated in the FIR, therefore, the Vigilance Bureau can take action against them as well. Though the petitioners-mills replied to the said show cause notice, however, vide order dated 16.11.2022 allotments of petitioners-mills have been cancelled on the basis of said apprehension. It is further argued that the Appellate Authority had already taken into consideration the factum of registration of aforesaid FIR while deciding the appeals preferred by various mills. The Appellate Authority held that FIR registered against the owner/partner of the mills is not related to embezzlement of paddy or any fraud related to custom milling policy nor has it been registered by any State Procurement Agency and mere registration of FIR on matter not related to custom milling operations shall not make a miller ineligible unless any conviction order is passed by a court of law. The petitioners-mills herein are not even nominated in the FIR in question; nor any act or conduct of theirs is

held to be detrimental to any of the State Procurement agencies or harmful for the financial interest of the State and thus, the DAC cannot reopen the issue, which has been settled by the Appellate Authority and has attained finality. Further reliance has been placed upon Clause 44 (b) of the agreement that to withdraw from the miller, at any time, any milling work in respect of whole or part of the stocks covered by the contract not yet lifted by the miller for milling, the decision of the Managing Director of the procurement agency i.e. Markfed in the present case, in this regard shall be final. Therefore, order passed by DAC dated 16.11.2022 is without jurisdiction.

7. Per contra, Mr. Gurminder Singh, learned Senior Counsel assisted by Mr. Jatinder Singh Gill, Advocate, appearing for the respondents raised a preliminary objection that the writ petition is not maintainable, as the petitioners herein had not exhausted their remedy of second appeal which lies before the Administrative Secretary against the order passed by the DAC. It is further urged that terms and conditions of CMP 2022-2023 are stringent and the policy is to ensure that there is no loss caused to the State. It is further submitted that legal dispute has arisen between the parties and therefore, the respondent-State is well within its right to stop the petitioners-mills from milling paddy. He relied upon Clause 7 (vii) and (viii) to vehemently argue that a miller shall be considered as a defaulter, if a police case is pending against it on account of embezzlement, while further submitting that Clause 7 (vii) holds that if family member of the owner/partner/trustee/member/ director/lessor/lessee of a mill is defaulter of any of the agencies in the previous year(s), such miller shall be treated as a defaulter miller. It is argued that petitioners herein cannot raise a dispute

that order of Appellate Authority dated 22.10.2022 cannot be reviewed, since there is a fresh ground for stopping the petitioners from milling paddy and for further allocation of paddy. It is further argued that with arrest of Krishan Lal and Anil Kumar Jain in FIR No.11 dated 16.08.2022 registered at Police Station, Vigilance Bureau, Ludhiana, there is apprehension that the Vigilance Department would take action against the millers and therefore, it cannot be argued that DAC has reviewed the order of the Appellate Authority.

8. I have heard learned counsel for the parties and have gone through the pleadings of the case.

9. The preliminary objection raised by learned Senior Counsel for the respondents that the writ petition itself is not maintainable, as remedy of second appeal is available to the petitioners which they did not avail, is not maintainable, as it is settled position of law that power under Article 226 of the Constitution of India to issue writs can be exercised not only for the enforcement of fundamental rights but for any other purpose as well and an alternative remedy by itself does not divest the High Court of its powers under Article 226 of the Constitution of India in an appropriate case, though ordinarily, a writ should not be entertained when an efficacious remedy is provided by law (see **Radha Krishan Industries Vs. State of H.P. (2021) 6 SCC 771, Maharashtra State Board of Wakfs Vs. Shaikh Yusuf Bhai Chawla and others 2022 LiveLaw (SC) 1003**). Though there is a remedy of second appeal available to the petitioners but keeping in view the fact that KMS 2022-2023 is at the fag end and paddy is a perishable item, which cannot be allowed to be lying stored at miller premises unattended or in a neglect state, this Court is of the view that nature of controversy requires

exercise of its writ jurisdiction and therefore, this Court decides to test the authenticity and legality of the order dated 16.11.2022 passed by DAC, while exercising its inherent writ jurisdiction.

10. The facts are not in dispute to the extent that FIR No.11 dated 16.08.2022 has been registered relating to tenders for loading-unloading/labour cartage and transportation of food stocks. It is this FIR, which initially became ground for rejection of the applications of the petitioners for allotment of procurement agency but the said order of rejection was set aside by the 1st Appellate Authority after due consideration of various clauses of CMP 2022-2023. Subsequent to the appeal having been allowed, agreements were entered into with the procurement agencies and paddy was allocated to the petitioners to start process of milling, however, vide order dated 16.11.2022 passed by DAC, their allotments have been cancelled. The ground for cancellation is that there is apprehension that in pursuance to FIR that has been registered, owners/partners of petitioners can also be arrested, due to which work of storage of paddy and milling of paddy shall affect, which would cause financial loss to the government.

11. The law is well settled to the effect that every contract is to be considered with reference to its objects and the contract has to be read as a whole. The Custom Milling Policy 2022-2023 envisages and lays down conditions regarding the eligibility of a miller to be considered for allotment and allocation of paddy, when a miller will be considered a defaulter and the events leading to even family member being declared ineligible for allotment and allocation of paddy for CMR. The policy has to be read as a whole while interpreting the terms and conditions of the policy. The intent

behind the clauses is to be looked into and not to be read in isolation. Further in the judgement delivered in the *State Of Madhya Pradesh Versus M/S Sew Construction Limited & Ors. 2022 LiveLaw (SC) 977*, it has been held that administrative discretion cannot be exercised when dealing with a contract. The ratio as laid down would be applicable in the present case where the clause of the policy is to be read into. The relevant paragraph of the said judgment is reproduced as under:-

“24. In the context of discretion, we may reiterate this principle. The rights and duties of the parties to the contract subsist or perish in terms of the contract itself. Even if a party to the contract is a governmental authority, there is no place for discretion vested in the officers administering the contract. Discretion, a principle within the province of administrative law, has no place in contractual matters unless, of course, the parties have expressly incorporated it as a part of the contract. It is the bounden duty of the court while interpreting the terms of the contracts, to reject the exercise of any such discretion that is entirely outside the realm of the contract.”

12. For proper and correct appreciation of the issue at hand, it would be relevant to note down relevant clauses of CMP 2022-2023. The term ‘defaulter’ has been defined under Clause 2 (i) whereas Clause 2 (r) defines what is ‘Legal Dispute’. Clause 3 pertains to ‘Registration’. A mill will necessarily have to be registered with the department with a condition that mere fact of registration will not confer any right of allotment under clauses 4, 5 and 6 of the policy. Clause 3 (ii) pertains to the eligibility for registration and any person, whose character, conduct or behaviour has been declared as detrimental to the interest of any State in India or any of its friendly countries will be considered ineligible, as specified in Clause 3 (ii) (B). Clause 4 enumerates the ‘Criteria for allotment to State Procurement

Agencies’ whereas Clause 6 sets out ‘Procedure for Allotment to an Agency’ and Clause 7 enumerates ‘Events of Default’. The relevant clauses are reproduced herein below for ready reference:-

“2(i) ‘Defaulter’ means a miller who has failed to deliver the entire minimum rice due on account of paddy allocated/stored in his premises for custom milling by the stipulated date (declared by Government of Punjab) of the previous years and/or, who fails to settle his accounts with any of the procurement agencies and PAFC of the previous year(s), and/or is declared as a defaulter as such, under the relevant clauses of this policy.

(r) ‘Legal Dispute’ means the institution, commencement or pendency, whether by way of a notice or proceedings, of any dispute arising out of or in relation to custom milling paddy under this or any previous custom milling policy and includes any litigation, arbitration, criminal proceedings, etc. whether pending before a court, tribunal or other forum, between the miller and the state and/or the procurement agencies and PAFC.

3(ii) (B) The character, conduct or behaviour (in case of the individuals connected with such person seeking registration) and the conduct of the business affairs (in case of a legal entity seeking registration) has been declared as detrimental to the interest of any of State in India or any of its friendly countries.

6 (f)(ix) An allotment once made shall not be ordinarily changed. However, where such change is required, prior approval of DFS would be sought by the DAC, explaining the reasons and circumstances leading to such change.

(x) If any of the concerned agencies finds some discrepancy in allotment of a rice mill subsequent to allotment of such rice mill, it shall make a reference immediately to DAC for its consideration on <https://anaajkharid.in> portal. The DAC shall within a period of 3 days, decide such reference by passing a detailed speaking order. In case, the DAC fails to consider review of its order the reference will be automatically raised to the level of office of DFS on <https://anaajkharid.in>. In case the agency is not satisfied by the review orders of DAC, it can make a reference to the office of DFS.

In case the DAC declines the review of its orders, the state level allotment committee in the office of DFS shall examine the reasons of such decline.

7 (vii) If a family member(s) of the Owner/Partner(s)/Trustee(s)/Member(s)/Director/Lessor/Lessee of a mill is/are defaulters of any of the agencies in the previous year(s), such miller shall also be treated as a defaulter miller. Provided that if such a family member is not jointly occupying and is not having equal access to all areas of a dwelling unit and is functioning as an independent economic unit, such a member shall not be treated as family member. The onus of proof in this regard, to the satisfaction of the DFS (whose decision shall be final) will lie on the family member(s) of the Owner/Partner(s)/Trustee(s)/Member(s) of defaulter mill in question as well as the miller seeking allocation of agency.

(viii) The miller shall be considered as a defaulter if a police case/court case/arbitration case is pending against the miller on account of embezzlement and/or on account of non-delivery of rice and/or on account of non-clearance of any dues of any Procurement Agency

including PAFC and/or declared blacklisted by the Department/FCI. However, if the miller clears the default of the concerned agency along with interest at the rates for the relevant year(s), as decided by the Government from time to time and there is no pending recovery towards miller, he may be considered for allotment without prejudice to the outcome of the Criminal Case/FIR/Court Case/Arbitration Case pending against him. Provided that such defaulter mills would furnish a NOC from all Procurement Agencies and PAFC, before registration and allotment. Provided further that those mills which are under the currency of blacklisting shall not be considered eligible for registration/allotment.”

13. The first and foremost issue that needs to be settled is whether the petitioners-mills are defaulters. In terms of definition of ‘defaulter’ under Clause 2 (i), the miller, who has failed to deliver the entire minimum rice due on account of paddy allocated/stored in his premises for custom milling by the stipulated date of the previous years and/or, who fails to settle his accounts with any of the procurement agencies and PAFC of the previous year(s), shall be declared as a defaulter. There is nothing on record to establish that the petitioners herein had not milled the paddy allocated to them and delivered CMR in the previous years to the central pool of FCI, nor is there any such document available to establish that accounts with any of the procurement agencies are not settled. Since no such default has been pointed out by the respondents, it can safely be held that the petitioners herein are not defaulters under Clause 2(i) of CMP 2022-2023.

14. Further reliance by learned senior counsel appearing for the respondents upon Clauses 7 (vii) and (viii) are misconceived to hold that

petitioners herein are defaulters. On a reading of entire Clause 7, and not in isolation, it can be culled out that no mill/miller shall be considered for provisional registration/final registration/allotment to an agency or for allocation of paddy under this policy, ***if it has been declared as a defaulter in any of the previous year(s)*** and/or is in breach/violation/non-compliance of the provisions enumerated in CMP 2022-2023. Much stress has been laid by learned senior counsel for the respondents that by virtue of Clause 7 (vii) and (viii), the petitioners-mills are considered as defaulters, which would justify the action of the respondents in stopping them from milling the paddy as stored at their mill premises or for further allocation. A conjoint reading of Clause 7 (vii) and (viii) would establish that if a family member(s) of the owner/partner(s)/trustee(s)/member(s)/director/ lessor/lessee of a mill are defaulters of any of the agencies in the previous year(s), such mill shall be considered as a defaulter mill and the miller shall also be considered as defaulter, if a police case is pending against him on account of embezzlement. It is argued that the minute FIR No.11 dated 16.08.2022 was registered, the persons nominated therein were either partners or family members of the millers nominated as accused and therefore, based on the said clauses, petitioners herein would not be entitled to continue with work of milling paddy. In the opinion of the Court, as none of the petitioners-mills have been declared as defaulter under Clause 2 (i), would they be considered as defaulters under Clause 7 (vii) & (viii) and the answer is in negative. As stated above, clauses of CMP 2022-2023 cannot be read in isolation. A complete reading of the two clauses, as has already been interpreted by the Appellate Authority, is that a miller shall be considered as a defaulter, if a police case has been registered against him or he is involved

in a court case, arbitration case either on account of embezzlement or on account of non-delivery of rice or on account of non-clearance of any dues of any procurement agency including PAFC or declared blacklisted by the Department/FCI. As on date, no procurement agencies or department or FCI have raised a dispute against the petitioners-mills herein. Merely because a complaint case has been registered against the millers, such complaint would not be a ground to declare the petitioners-mills defaulter under Clause 7 (viii) of CMP 2022-2023. A further reading of Clause 7 (viii) would reflect that in case a miller clears the default with the concerned agency along with interest at the rates for the relevant year(s) and there is no recovery pending towards the miller, he may be considered for allotment without prejudice to the outcome of the criminal case/FIR/court case/arbitration case pending against him. Again, for the sake of reiteration and emphasis, there are no dues pending against the petitioners-mills by any of the procurement agencies. The clauses referred to above clearly enumerate that if any default is rectified and there is no pending recovery against a miller by a procurement agency, even if he is facing a criminal case/FIR, he may be considered for allotment without prejudice to the outcome of the criminal case. Therefore, this Court will conclude that reliance on Clause 7 (viii) is misplaced in so far as holding the petitioners-millers to be defaulters. Clause 7 (vii) again would be of no help to the respondents herein because none of the family members have been declared defaulters on account of any pending dues to the procurement agencies in any of the previous year(s), as rightfully held by the 1st Appellate Authority. Mere pendency of a criminal case would be no justification to deny allotment.

15. The senior counsel appearing for the respondents by relying upon Clause 6 (x) argues that if the concerned agency finds some discrepancy in allotment of rice mill subsequent to allotment of rice mill, it shall make a reference immediately to the DAC for its consideration. Again, no strength can be drawn from the said clause since it is only the concerned agency, meaning thereby a procurement agency, which can raise a reference regarding allotment of a rice mill to it. It is not within the purview of the State, who has framed the policy to take any benefit from the said clause. Moreover allotment to the agency has been done and so has paddy been allocated.

16. The other argument raised for denying allotment is that there is a legal dispute pending between the parties. In the opinion of the court, there is no legal dispute pending between it and the State or any other procurement agency. As on date, no legal proceedings have been initiated or are pending either in arbitration or criminal proceedings in the court of law, Tribunal or any other forum between the petitioner and the State/procurement agency *arising out of or in relation to custom milling* under this or any other previous custom milling policies. Therefore, since the petitioner-mill has not been declared as a defaulter, mere registration of FIR against any partner(s) of the petitioners-mills cannot be a ground to reject allocation of paddy. The allegations in the FIR are related to tenders of loading-unloading/labour/labour cartage and embezzlement of food grain, which cannot be held to be proceedings arising out of any Custom Milling Policy. Those are independent proceedings, devoid of any relevance with Custom Milling Policy of current/previous years, therefore, the argument sought to be raised that once there is a legal dispute between the miller and

procurement agency/State, allotment of paddy can be cancelled is wholly unjustified. At this time, it would also be relevant to note that only one of partners i.e Krishan Lal has been arrested and non else. Before the allotment of paddy for the current year, the procurement agencies have already issued NOC, which would establish that all dues were cleared. The same view was taken by the Appellate Authority, while setting aside the order as passed by the District Allotment Committee refusing to recommend an agreement being entered into between the miller and the procurement agency. At this juncture, it is also worthwhile to note that orders of the Appellate Authority dated 22.10.2022 are still in subsistence and they are not challenged.

17. As regards argument raised by learned Senior Counsel for the petitioners that order passed by DAC is without jurisdiction, as the Appellate Authority has already gone into the issue of registration of FIR No.11 dated 16.08.2022, which order has attained finality as has not been challenged further in appeal, has merit. There is no fresh ground available for the DAC to pass order of cancellation of allotment and the reasoning given while doing so, is that there is apprehension that action may be taken against the petitioners-mills as well by the Vigilance Bureau in pursuance to FIR No.11 dated 16.08.2022. In the opinion of the Court, order passed by DAC dated 16.11.2022 is not sustainable and the same is set aside in view of the findings rendered herein above.

18. In the opinion of the Court, the entire kharif policy is to ensure that work of milling paddy is given to eligible persons, who have not been declared defaulters in previous years for not complying with the provisions as stipulated in any of the policies for the previous years and/or are facing court cases. It is urged that once an agreement is entered into with the

procurement agencies, it is Managing Director of the procurement agency, who has to initiate action, which has not been done in the present case. However, this argument is not available to learned Senior Counsel appearing for the petitioners, since any agreement that is entered into, is to be read in conjunction with Custom Milling Policy. On a default of not milling paddy allotted to the petitioner, the stringent provisions of the policy under which the allotment takes place will /can be invoked by the procurement agencies and recoveries effected.

19. Consequently, the impugned order is set aside and all the writ petitions stand allowed. The respondents are directed to allow the petitioners-millers to continue with the work of milling paddy as per the agreements entered into by them with procurement agencies.

(JAISHREE THAKUR)
JUDGE

December 08, 2022
Pankaj*

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No