

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

204

CWP-24075-2019

Date of Decision: 29.08.2023

M.S and Company

...Petitioner

Versus

Food Corporation of India and Others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. K.K. Goel, Advocate and
Mr. Ankush Bharti, Advocate and
Mr. Pranav Handa, Advocate for the petitioners

Mr. Sunish Bindlish, Advocate and
Mr. Sagar Ratusaria, Advocate and
Ms. Sidhi Bansal, Advocate for respondent Nos.1 and 2

Mr. B.S. Patwalia, Advocate and
Mr. Akshit Pathania, Advocate for
Mr. Sukhmani T. Patwalia, Advocate for respondent No.4

JAGMOHAN BANSAL, J. (Oral)

1. The petitioner, through instant petition under Articles 226/227 of the Constitution of India is seeking direction to respondents to comply with order dated 29.08.2017 (Annexure P-4) passed by this Court.

2. Written Statement filed on behalf of respondent No.4 is taken on record. Registry is directed to tag the same at appropriate place.

3. By order dated 29.08.2017, CWP No.4540-2016 was disposed of in view of statement of counsel for the Food Corporation of

India. The corporation in the said writ petition had asserted that it would take appropriate decision on the representation/legal notice dated 28.12.2015 and proceed as per law.

4. The corporation did not take decision, thus, present writ petition came to be filed. During the pendency of present writ petition, the respondent-corporation has passed an order wherein it has been concluded that petitioner never entered into contract with the corporation and it never worked for the corporation, thus, there is no question of liability.

5. Respondent No.4-MARKFED in its reply has confirmed that petitioner entered into contract with MARKFED and as per minutes of meeting, Food Corporation of India was party to the proceedings. Respondent No.4 has further confirmed in its reply that vide Cheque No.938572 dated 07.10.2019 a sum of Rs.2 Lacs and thereafter vide cheque No.938580 dated 15.10.2019 a sum of Rs.3,37,806/- was released to the petitioner and no other payment is outstanding against respondent No.4-MARKFED.

6. The prime prayer of the petitioner was that Food Corporation of India may be directed to decide its representation. Food Corporation of India during the pendency of present writ petition has passed an order adjudicating representation of the petitioner.

7. As per the petitioner, there was contract between the petitioner and Food Corporation of India and it has worked, thus, it is

entitled to transportation charges whereas Food Corporation of India has denied execution of contract as well as its liability towards transportation charges. These are purely disputed question of facts which cannot be adjudicated while exercising writ jurisdiction. The petitioner has already been paid by respondent No.4-MARKED. This Court could have asked Food Corporation of India to make payment, had there been acceptance of liability. In the absence of accepted liability and in the wake of specific stand of Food Corporation of India that the petitioner has not worked for Food Corporation of India, this Court cannot adjudicate disputed questions.

8. In the wake of aforesaid facts and findings, the present petition stands disposed of with liberty to the petitioner to avail remedy, with respect to its alleged dues against Food Corporation of India, as permissible by law.

(JAGMOHAN BANSAL)
JUDGE

29.08.2023
Mohit Kumar

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