

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

**218**

**CWP-24511-2018 (O&M).  
Date of Decision: 22.02.2023.**

**BALWINDER SINGH**

..Petitioner

**VERSUS**

**STATE OF PUNJAB AND OTHERS**

.. Respondents

**CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ**

Present      Mr. Ish Puneet Singh, Advocate, and  
                 Mr. Ravinder Singh, Advocate, for the petitioner.

Mr. Vishnav Gandhi, DAG, Punjab.

Mr. Mayank Mathur, Advocate, for respondent No.3.

Mr. Harish Mehla, Advocate, for  
Mr. Athar Ahmed, Advocate, for respondent No.4.

Mr. T.S. Sidhu, Advocate, for respondent No.5.

Mr. D.S. Bhinder, Advocate, for respondent No.6.

**VINOD S. BHARDWAJ, J. (ORAL)**

The present writ petition has been filed for seeking issuance of directions to the respondents to make payment of the transportation charges incurred by the petitioner for lifting of crops from the various Grain Markets of Punjab as per policy issued by respondent No.1 dated 22.08.2017 (Annexure P-1).

Briefly summarised, the facts of the present case are that the petitioner is a Commission Agent working in Grain Market. It is averred that the transport contractor Harwinder Singh Shah has not released payment of the petitioner who had provided his trucks for executing the contract awarded to Harwinder Singh Shah.

Learned counsel appearing on behalf of respondent No.3 points out to the legal notice dated 18.03.2018 (Annexure P-7) sent on behalf of the petitioner wherein he has specifically alleged that the petitioner is the owner of public carriers/trucks bearing registration No.PB-02-CC-7765, PB-02-CC-7565, PB-02-CC-8565 and PB-02-CC-8665. Further the aforesaid legal notice also acknowledges that the transport contractor Harwinder Singh Shah had been awarded tender by the District Manager, Punjab Warehousing Corporation for transportation of grain sold by the farmers to the commission agents of Grain Market, Ajnala, and for the transportation of grain to the godowns of the District Manager located at Chheharta. He submits that his freight charges have not been paid by addressee No.2 i.e. the transport contractor.

Learned counsel for the respondents submits that the dispute is inter se between the petitioner and the transport contractor who has not been made a party herein.

It is further submitted that a written reply on behalf of the respondents have also been filed wherein it is specifically averred that the contract had been executed with Harwinder Singh and that all payments qua the works executed by him already stands released. Hence, in case any amount has not been released by the transport contractor to the petitioner, the same is a private dispute inter se amongst the transport contractor and the petitioner herein and that the State Agencies have no role to play.

In view of the above, learned counsel appearing on behalf of the petitioner seeks permission to withdraw the present petition so as to take recourse to the alternative remedies in accordance with law against the transport contractor for the subsisting claim, if so advised.

Disposed of as withdrawn with liberties as aforesaid.

February 22, 2023.  
raj arora

(VINOD S. BHARDWAJ)  
JUDGE  
Whether speaking / reasoned : Yes / No  
Whether reportable : Yes / No