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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

956 CIVIL APPLICATION NO. 2630 OF 2024
IN CA/1725/2024
IN WRIT PETITION NO.155 OF 2024

KARMAYOGI ANKUSHRAO TOPE SAMARTH SAHAKARI
SAKHAR KARKHANA LTD THROUGH ITS MANAGING
DIRECTOR
VERSUS

GOVERNMENT OF INDIA THROUGH THE SECRETARY AND
ORS

....

Mr R. N. Dhorde, Senior Advocate i/b Mr S. S. Tope, Advocate
for Applicant;

Mr A. G. Talhar, DSGI for Respondent Nos.1 to 3

Mr A. P. Bhandari, Advocate for Respondent Nos.4 to 6

Mr A. B. Girase, G.P. for Respondent Nos.7 & 8

AND

957 CIVIL APPLICATION NO. 2980 OF 2024
IN WP/579/2024

YEDESHWARI AGRO PRODUCTS LTD., THR ITS CHAIRMAN
VERSUS

THE GOVERNMENT OF INDIA THROUGH THE ITS
SECRETARY AND ORS

....

Mr V. D. Hon, Senior Advocate i/b Mr A. V. Hon, Advocate for
Applicant;

Mr A. G. Talhar, DSGI for Respondent Nos.1 to 3

Mr A. P. Bhandari, Advocate for Respondent Nos.4 to 6

Mr A. B. Girase, G.P. for Respondent No.7

AND

935 CIVIL APPLICATION NO. 2858 OF 2024
IN WP/1112/2024

SAHAKAR MAHARSHI SHANKARRAO KOLHE SAHAKARI
SAKHAR KARKHANA LIMITED THROUGH ITS MANAGING
DIRECTOR
VERSUS

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THE GOVERNMENT OF INDIA THROUGH THE SECRETARY
AND OTHERS

....

Mr V. D. Hon, Senior Advocate i/b Mr A. V. Hon, Advocate for
Applicant;

Mr A. G. Talhar, DSGI for Respondent Nos.1 to 3

Mr A. P. Bhandari, Advocate for Respondent Nos.4 to 6

Mr A. B. Girase, G.P. for Respondent Nos.7 & 8

**CORAM : RAVINDRA V. GHUGE
AND
R. M. JOSHI, JJ.**

DATE : 15th March, 2024

PER COURT:

1. By these Civil Applications, the original Petitioners pray for a clarification in the order dated 22/02/2024, passed by this Court in the respective identical Writ Petitions, granting interim relief to the Petitioners.

2. The learned Senior Advocates Shri. Dhorde and Shri. Hon, along with the learned Advocates Shri. S. S. Tope and Shri. A.V. Hon, draw our attention to paragraph Nos.14, 15 and 16 of the aforesaid order, which read as under :-

“14. Having duly considered the submissions of the litigating parties and taking into account the factors placed before us, we direct that until the date when the revised quantity was conveyed by the OMCs to the manufacturing companies, 75% of the originally contracted quantity shall be received by the OMCs'. From the date the revised quantity norms were communicated, the Petitioners are at

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liberty to supply 100% of the revised quantity and the OMCs would receive the same the revised quantity, even today, is almost 40% to 50% more than the actual quantity supplied by these Petitioners to the OMCs prior to the impugned order dated 07.12.2023.

15. The learned Advocate for the OMCs submits that the revised quantity norms were conveyed to the Petitioners in the last week of December 2023. Until then, whatever has been supplied by the Manufacturers considering the original contracted quantity, has already been received by the OMCs. It shall, therefore, be noted that from the date of the communication of the revised quantity, the ethanol manufactured by these Petitioners will be received by the OMCs up to the revised quantity norms.

16. The earlier direction of this Court, by which the Petitioners were under a mandate to maintain date-wise inventory of the ethanol manufactured, would continue and they would have to file their returns in this Court as per the directions of this Court, as well as deliver copies to the OMCs.”

3. We have considered the submissions of the learned Advocates for the respective sides. The Oil Marketing Companies (OMC) before us contend that, there is no ambiguity in the order passed by this Court and no clarification is required. However, learned Advocate draws our attention to the factual contractual relations between the Petitioners and the OMCs by contending that the contracted quantity of Ethanol that is to be supplied by these Petitioners to the OMCs, are quarterly based.

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The first quarter is from the November 2023 to January 2024. It is a fact situation that the earlier contracted quantity between the manufacturers and the OMCs was spelt out in their agreement and this contracted quantity was to be manufactured and supplied in the first quarter (months of November, December and upto January). This aspect was not before us when we passed the order on 22/02/2024. Consequentially, with the fact situation placed before us, we have recorded that the manufacturing companies would supply 75% of the originally contracted quantity and that would be received by the OMCs. Needless to state, the words '75% of the originally contracted quantity would mean the contracted quantity over the agreed first quarter which is November 2023 to 31/01/2024.

4. There could be no argument as regards the revised contracted quantity being effective from a particular date. If the parties have originally agreed for particular contracted quantity for a particular quarter, it is our view that the revised quantity would be effective only from the next quarter, since the parties are already in an agreement as regards the contracted quantity for the first quarter. Hence, we clarify that 75% of the originally contracted quantity to be received by the OMCs would mean the

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75% of the quantity for the first quarter ending on 31/01/2024 and the revised quantity would be for the next (second) quarter which is said to be from the 01/02/2024 till 30/04/2024.

5. With this clarification, **these Applications are disposed off.**

6. The order passed in these Civil Applications will apply to all the Writ Petitioners, who are identically placed.

(R. M. JOSHI, J.)

(RAVINDRA V. GHUGE, J.)

sjk