IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.4659/2022

Shri Parshuram S/o Mahadev Thombre and another
...Versus...
Agriculture Produce Market Committee, Hinganghat, District Wardha Through Shri Tukaram Chatrapati Chambhare Secretary A.P.M.C. Hinganghat and others

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders	Court's or Judge's orders

Mr. M.P. Dhruv & B.M. Dhruv, Advocates for petitioners
Dr. Anjan De, Advocate for respondent No.1
Mr. H.S. Dhande, AGP for respondent Nos.2 to 5
Mr. S.K. Bhoyar, Advocate for respondent Nos.7 to 68

CORAM : ROHIT W. JOSHI, J.
DATE : 24/11/2025

1. The present petition arises out of common judgment and order dated 16/03/2022, passed by the Assistant Registrar Cooperative Society, Samudrapur, Tahsil Samudrapur, District Wardha under the Maharashtra Agricultural Produce Marketing (Development and Regulation) Act, 1963 (for short hereinafter referred to as "APMC Act") in Case No.2/2021 to 74/2021.

2. It is the case of the respondent – Agricultural Produce Market Committee (APMC) that a partnership firm named, M/s Shivkrupa Krushi Prakriya Udyog, Kangaon, was the registered partnership firm, which is duly registered as Trader with the respondent No.1 – APMC and that in the financial year 2020-21 and particularly between the month of December, 2020 to February, 2021 the said firm had purchased

cotton from different farmers and had not paid the entire purchase price to the said farmers. The proceedings were initiated for recovery of outstanding dues payable by the firm to the said farmers. The learned Tribunal has decided the application vide aforesaid judgment and order dated 16/03/2022 *inter alia* holding that the firm was liable to pay amount of Rs.1,19,08,760/- to the farmers towards unpaid sale consideration for cotton secured by it from the said farmers.

3. The partnership firm has not assailed the said order. However, two of its partners, namely, petitioners have challenged the said order by filing present petition.

4. The principal contention of Mr. Dhruv, learned Advocate for the petitioners is that the trading licence of the partnership firm of which the petitioners were partners along with deceased partner late Shri Pravin Dinkarrao Kolharkar was renewed for the year 2018-19. He contends that annual licence fees of Rs.180 was paid for renewal of licence for the year 2018-19. He further contends that the deceased partner late Shri Pravin Dinkarrao Kolharkar had applied for trading licence in the name of M/s Shivkrupa Krushi Prakriya Udyog, Kangaon in his individual capacity as proprietor of the undertaking and that the respondent No.1 – APMC had also granted licence to him as proprietor of M/s Shivkrupa Krushi Prakriya Udyog, Kangaon. The contention of learned Advocate for the petitioners is that the transaction was conducted by the deceased partner late Shri Pravin Dinkarrao Kolharkar, acting

in his individual capacity as sole proprietor of the aforesaid undertaking and not as a partner of the firm. The contention is that the respondent No.1 – APMC had initiated proceedings against the firm on account of confusion due to identical names of the proprietorship concern and the partnership concern. Learned Advocate contends that after realizing that the partnership firm did not even possess trading licence during the relevant period a false receipt of payment of licence fee of Rs.720/- is created by the respondent No.1- APMC and a false entry regarding licence being renewed up to 2023 is recorded. The learned Advocate contends that renewal fee for renewal of licence for a period of one year was paid by the partnership firm on 14/11/2019 and thereafter another receipt dated 15/11/2019 is created showing payment of renewal fee up to the year 2023. The learned Advocate contends that the transactions were entered into by deceased partner late Shri Pravin Dinkarrao Kolharkar as sole proprietor of M/s Shivkrupa Krushi Prakriya Udyog, Kangaon and that the partnership firm M/s Shivkrupa Krushi Prakriya Udyog, Kangaon and the petitioners have no concern with the said transactions.

5. Per contra, the contention of Mr. Bhoyar, learned Advocate for the respondents is that the transactions were entered into by the partnership firm and not by the proprietorship concern. He draws attention to the order passed by the learned Tribunal, wherein a reference is made to the sale transactions of all 73 cultivators including the advance payment and balance outstanding. Learned Advocate has then

drawn attention to the finding of the learned Tribunal that these advance payments have been made from the bank account of the partnership firm through cheques and through - e-transfer mode. Mr. Bhoyar, submits that there is no reason to discard the finding of fact recorded by the learned Tribunal that the transaction was entered into by the partnership firm and not one of its deceased partners, acting in his individual capacity.

6. Dr. Anjan De, learned Advocate for the respondent No.1 – APMC, who had initiated the proceedings, also contends that there is no ground in the petition, challenging the finding recorded by the Tribunal that advance payment has been made to the cultivators from the bank account of the partnership firm. He further contends that the contention with respect to fraudulent receipt and endorsement regarding renewal of licence is not supported by any evidence on record.

7. Having perused the impugned order and other documents on record with the able assistance of the learned Advocates, in the considered opinion of this Court, the petitioners are unable to dislodge the finding of fact recorded by the learned Tribunal that advance payments to all cultivators have been made from the bank account of the respondent No.2 – Firm. This finding is based on documentary evidence, namely, bank statements. On the other hand, there is no material on record to indicate payment of advance amount by the proprietorship concern. This Court, therefore, finds no reason to discard the finding of fact

recorded by the learned Tribunal that the transactions of sale by the cultivators were with the respondent No.2 – partnership firm and not with one of its deceased partners, acting as sole proprietor of a business undertaking bearing the same name.

8. In view of the aforesaid, no case for interference is made out. Writ Petition stands dismissed with no order as to costs.

(ROHIT W. JOSHI, J.)

Wadkar