Abujam Surjit Singh
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Item Nos.116-121 & 110-115

IN THE HIGH COURT OF MANIPUR
AT IMPHAL

WP(C) No.503 of 2025
With
MC(WP(C)) No.845 of 2026
With
MC(WP(C)) No.667 of 2026
With
MC(WP(C)) No.708 of 2026
With
MC(WP(C)) No.794 of 2026
With
WP(C) No.455 of 2025
With
MC(WP(C)) No.844 of 2026
With
MC(WP(C)) No.666 of 2026
With
MC(WP(C)) No.712 of 2026
With
MC(WP(C)) No.793 of 2026

M/S Zenith Enterprises, having its Branch Office at MG Avenue, P.O.& P.S. Imphal through its Proprietor namely Johnson Keishing, a permanent resident of Marung Lane, Nw Checkon, P.O. & P.S. Porompat, Imphal East District, Manipur-795002.

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Petitioner/s

Vs.

1. The Food Corporation of India through the Chairman & Managing Director, 16/20 Barakhamba Lane, New Delhi-110001.
2. The Deputy General Manager(R), Food Corporation of India, Regional Office, Manipur, Old Assembly Complex, Imphal, Manipur-795001.
3. The Deputy General Manager(Law), Food Corporation of India, Regional Office, Assam, Paltan Bazar, Guwahati, Assam-781008.

4. The Assistant General Manager, Regional(Cont) Food Corporation of India, Regional Office, Manipur, Old Assembly Complex, Imphal, Manipur-795001.

Respondent/s

BEFORE
HON'BLE Mr. JUSTICE A. GUNESHWAR SHARMA

Counsel for Petitioner	Mr. HS. Paonam, Sr., Advocate assisted by Mr. S. Gunabanta, Advocate.
Counsel for respondent	Mr. Julies D. Riamei along with Ms.Thonrin YK. Thangal, Advocates
Date of final hearing.	**04.11.2026.**
Date of Judgment.	**04.11.2026.**

ORDER(Oral)

04.11.2026

[1] Present Mr. H.S Paonam, learned senior counsel assisted by Mr. S. Gunabanta, learned counsel on behalf of the petitioner and Mr. Julius D. Riamei along with Ms.Thonrin YK. Thangal, learned counsel for the all respondents in WP(C) No.503 of 2026.

[2] The learned counsel for the petitioner prayed for set-off of the liability against the petitioner from the security deposited amount made by the petitioner. The prayer of the petitioner is as follows:

i) in rule in nisi and call for records;

ii) issue an appropriate writ, order or direction declaring the continued retention of the amounts realized by the respondents through forfeiture of the petitioner's security deposit and encashment of the bank guarantee, without adjusting of the

quantified recoverable liability in accordance with Clause XII of the Model Tender Form and without refund of the balance amount lawfully refundable to the petitioner, as arbitrary, unreasonable, contrary to the contractual framework governing the parties and violative of Article 14 of the Constitution of India.

iii) issue an appropriate writ, order or direction for releasing the entitled excess balance amount after adjusting the quantified liability from the forfeited/encashed amount in terms of the applicable rules more particularly, Clause XII(b) of the MTF – RTC, instruction and practice as prevailing in FCI for ventilating the grievances of the petitioner.

And/or

iv) pass any such further order(s) or direction(s) as to this Hon'ble Court deem fit and proper to secure the ends of justice.

[3] The petitioner was awarded with a contract in 2023 for lifting of food grains from the Rail-Head/FSD Jiribam to FSD, Thoubal. The contract was terminated by the respondent FCI *vide* order dated 14.02.2025. it is submitted that GRC (Grievances Redressal Committee) of the FCI has already upheld the termination by another order dated 04.06.2025. The order of termination dated 14.02.2025 and confirmation by GRC dated 04.06.2025 are impugned in WP(C) No.455 of 2025.

[4] During the course of hearing, Mr. H.S. Paonam, learned senior counsel for petitioner, on instruction, submitted that the petitioner is not pursuing the pending petition i.e., WP(C) No.455 of 2025 and application regarding the termination of the contract provided the writ petition i.e., WP(C) No.503 of 2026 [with the prayer for set-off of the liability of the

petitioner against the deposited made by the petitioner and the bill raised by the petitioner to the FCI and release the balance, if any] is disposed of by directing FCI to consider the prayer on administrative side. Mr. Julius D. Riamei, learned counsel for the FCI submitted that the prayer of the learned senior counsel for the petitioner may be considered by this Court without expressing any opinion on merits in the present case.

[5] This Court has considered the materials on record and in WP(C) No.455 of 2025, the petitioner challenged the termination order dated 14.02.2025 and confirmation order dated 04.06.2025; and in WP(C) No.503 of 2026, the petitioner prayed for setting-off of its liability against the deposite made by it and the bill raised by it against FCI.

[6] This Court is of the view that the submission of learned senior counsel for the petitioner is fair and in such circumstances, WP(C) No.455 of 2025 and connected applications are disposed of as not pressed; on the condition that FCI will consider the prayer made in the writ petition i.e., WP(C) No.503 of 2025 for set-off of its liability against the deposit made by it and the bill raised by it. After consideration, balance amount if any, shall be reimbursed to the petitioner in terms of the prayers. It is made clear that this Court does not express any opinion on merit of the Writ Petition No. 503 of 2026 and the same shall be considered by the respondent FCI in terms of the applicable rules. It is directed that the consideration of the prayer in WP(C) No.503 of 2026 be preferably done within a period of 2(two) months from today.

[7] Accordingly, the present writ petitions and the connected applications are disposed of without expressing any opinion on merit.

JUDGE

Ab. Surjit