



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

2. CIVIL APPLICATION NO.707 OF 2025 IN WRIT PETITION NO.5409 OF 2023 [D]
[Central Warehouse Corporation .vs. Sublime Warehousing Pvt. Ltd. and one]
MISC. CIVIL APPLICATION NO.706 OF 2025 IN WRIT PETITION NO.5526 OF 2023 [D]
[Central Warehouse Corporation .vs. Vishmeet Transport and one]
MISC. CIVIL APPLICATION NO.708 OF 2025 IN WRIT PETITION NO.5527 OF 2023 [D]
[Central Warehouse Corporation .vs. Rajkumar Gulati and one]

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

Court's or Judge's orders

Shri H.V. Thakur, Advocate for Applicant.
Shri R.R. Dawada, Advocate for Non-Applicant No.1.
Shri S.S. Deshpande, Advocate for Non-Applicant No.2.

.....
CORAM : MRS. VRUSHALI V. JOSHI AND
PRAVIN S. PATIL, JJ.

Reserved on : 12.12.2025.

Pronounced on : 13.01.2026.

1. By way of present application, original respondent no.1 moved this application for review of the judgment dated 13.3.2025 passed by this court.

2. The Applicant, Central Warehousing Corporation, is a statutory corporation which acted as an agent of the Food Corporation of India in floating a tender dated 23.05.2020 for handling and transportation of food-grains owned by the Food Corporation of India. The Original Petitioner (present Non-Applicant No.1) has been awarded the said contract and same was duly completed by him during the contract period.

3. As per Clause XVI(c) of the tender, payment to the contractor was to be made by the Applicant only after

realization of the amount from the concerned depositor, namely the Food Corporation of India. After completion of the work, the Non-Applicant No.1 raised bills amounting to Rs.1,21,97,455/-, which were forwarded by the Applicant to the Food Corporation of India. While a substantial part of the amount was released, the balance was withheld by the Food Corporation of India on the ground of adjustment towards risk and cost of an earlier defaulting contractor.

4. Aggrieved thereby, the Non-Applicant No.1 filed Writ Petition No.5409 of 2023. By judgment dated 13.03.2025, uploaded on 06.05.2025, this Hon'ble Court allowed the writ petition and directed the present applicant and non-applicant no.2 to release the claimed amount with interest at the rate of 7% per annum. Pursuant thereto, the Applicant repeatedly requested the Food Corporation of India to release the withheld amount, however, the same has been refused.

5. In these circumstances, the Applicant has filed the present Review Application seeking clarification in respect of direction stated in the judgment dated 13.03.2025, in order to enable compliance with the judgment and to avoid any action for non-compliance.

6. This review application is strongly opposed by the present non-applicant no.2-Food Corporation of India on the ground that the applicant while awarding the contract in favour of Non-Applicant no.1, did not consult with the Corporation which was mandatory as per the communication which is in existence since 5.2.1981.

Hence, according to the present non-applicant no.2, it is the sole responsibility of the present applicant to pay the entire amount as demanded by the non-applicant no.1 in the matter.

7. In the light of above submission, it was pointed out from the document particularly Tender dated 23.5.2000, on the basis of which, contract was entered into with the original petitioner i.e. non-applicant no.1. As per the payment Clause (XVI) (c) of the tender, it is clear that applicant has to release the payment to the present non-applicant no.1 for the work done after realization of the amount from the depositors i.e. non-applicant no.2-Food Corporation of India.

8. This court, while deciding the petition, has categorically recorded the finding that original petitioner was not at any fault in the matter and respondents (present Applicant and Non-Applicant no.2) have unnecessary deducted the amount and stopped the payment though the work has been executed by him in absence of any clause in the agreement entered with him. Hence, this court *prima facie* of the opinion that original petitioner i.e. non-applicant no.1 is entitled to get release the outstanding amount from the present applicant and non-applicant no.2.

9. The submission made by Non-Applicant no.2-Food Corporation to oppose the review application has been dealt with by this Court while deciding the writ petition. Therefore, same can't be again looked into in the present application.

10. In the light of above said factual position, as the Clause (XVI) (c) being a part and parcel of the contract/tender for payment to the petitioners, we are of the opinion that in the present matter to have effective and proper recovery and to avoid further complications in the matter, the review sought by the applicant to the extent that Clause (XVI) (c) of the tender dated 23.5.2020 be incorporated in para 29 would not cause any prejudice in the matter, rather same will be clarificatory in nature.

11. For the aforesaid reasons, review application is allowed to the extent that in para 29 of the judgment, the following clarification be added and same should be read as under :

29. That being so, all these petitions stand allowed in terms of prayer Clause (1), however we make it clear that both the respondents are jointly and severally responsible to release the amount in favour of the petitioner in terms of payment Clause (XVI) (c) of the tender dated 23.5.2020 with interest at the rate of 7% per annum from the date of his entitlement till it's full realization."

12. Application is disposed of in above terms.
No costs.

JUDGE

JUDGE