

CP. 10  
T-979113

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
(CIVIL WRIT JURISDICTION)

CWJC.No..... of 2013.

Anjani Kumar & Anr. ----**Petitioners.**

The State of Bihar & Ors.-----**Respondents.**

Sub:Other Misc. (Group V)

Index

<u>Sl.No.</u>	<u>Particulars</u>	<u>Pages</u>
1.	Synopsis	
2.	An application with Affidavit.	1-15
3.	Annexure 1:- A true copy of the notice dated 27.04.2013 of Certificate Case No. 16/13-14	16.
4.	Annexure 2:- A copy of order dt. 23.04.2013	17-18
5.	Annexure 3:- A true copy of agreement	19-21
6.	Annexure 4: A copy of order dated 07.02.2013	22
7.	Vaklatnama.	

**IN THE HIGH COURT OF JUDICATURE AT PATNA**

(CIVIL WRIT JURISDICTION)

CWJC.No.....of 2013.

Anjani Kumar & Anr.

---Petitioners.

The State of Bihar & Ors.

-----Respondents.

**Synopsis**

**Relief Prayed:** That the present writ application is being filed on behalf of the petitioners for quashing the notice issued under Public Demand Recovery Act by the District Certificate Officer, Madhepura in Certificate Case NO. 16/13-14. The proceeding was initiated on the basis of requisition for certificate issued by the District manager, BSFC, Madhepura for recovery of a sum of Rs.61,66,141/- because under the Paddy Procurement Order 2011-12. Petitioner's mill was given paddy for de-husking and to supply rice but the petitioners failed to supply rice proportionately against the paddy supplied to the petitioners.

**13.01.2012:-** an agreement was entered in between the petitioner no. 1 and the respondent BSFC for Custom Milling Rice.

The petitioner was allowed to lift 4087.649 MT of paddy out of which he has supplied rice to the department to the tune of 2738.725 MT.

and a good quantity of rice is also available in the mill premises of the petitioners.

02.04.2013- A certificate proceeding has already been initiated for recovery of amount being Certificate Case No. 02/2013-14 which on the face of it is not a certificate in terms of the PDR Act.

27.04.2013:- The impugned notice under Section 7 of the P.D.R Act is under challenged before this Hon'ble Court being Certificate Case No. 16 of 2013-14 for alleged amount of Rs. 61,66,141/= .

The impugned notice which on the face of it is bad and illegal because there is no agreement or written statement in terms of item 15 Schedule I of the P.D.R. Act by the petitioners that any demand would be recoverable as a public demand. The proceeding as stated above ab initio, illegal, ultra virus and without jurisdiction.

**Hence this writ application.**

**IN THE HIGH COURT OF JUDICATURE AT PATNA****(CIVIL WRIT JURISDICTION)**

CWJC.No.....of 2013.

In the matter of an application  
under Article 226 of the  
Constitution of India.

And

In the matter of :

1. Anjani Kumari, wife of Rajesh Choudhary, resident of Babhani,  
P.S.- Gamariya, Distt.- Madhepura, Proprietor of Sri Shiv  
Shankar Rice Mill, Babhani, Madhepura.
2. Rajesh Choudhary, son of Shiv Shankar Choudhary, resident of  
Babhani, P.S.- Gamaariya, Distt.- Madhepura.

-----Petitioners

Vs.

1. The State of Bihar, through the Collector, Madhepura
2. The Certificate Officer, Madhepura
3. The District Manager, Bihar State Food and Civil Supply  
Corporation, Madhepura ..-----Respondents.

To,

The Hon'ble Ms. Justice Rekha M.Doshit, the Chief Justice of the High Court of Judicature at Patna and Her Companion Justices of the said Hon'ble Court.

The humble application on behalf of the petitioners above named.

**Most Respectfully Sheweth:**

1. That the present writ application is being filed on behalf of the petitioners for quashing the notice issued under Public Demand Recovery Act by the District Certificate Officer, Madhepura in Certificate Case NO. 16/13-14. The proceeding was initiated on the basis of requisition for certificate issued by the District manager, BSFC, Madhepura for recovery of a sum of Rs.61,66,141/- because under the Paddy Procurement Order 2011-12. Petitioner's mill was given paddy for de-husking and to supply rice but the petitioners failed to supply rice proportionately against the paddy supplied to the petitioners.

A true copy of the notice  
dated 27.04.2013 of  
Certificate Case No. 16/13-14

is annexed herewith and marked as Annexure-1 to this application.

2. That petitioners are moving this Hon'ble Court for relief sought for first time the impugned notice because the petitioners have got no other equally efficacious and speedy remedy except to move this Hon'ble Court and the petitioners have not moved on any earlier occasion before this Hon'ble Court against the impugned notice dated 27.04.2013 passed in Certificate Case No. 16/13-14.
3. That the petitioners are citizen of India and reside under the territorial jurisdiction of this Hon'ble Court.
4. That earlier B.S.F.C. has also filed a certificate case no. being Certificate Case NO. 02 / 13-14 for recovery of Rs. 2,43,73,862/- but it appears there was some mistake in calculating the certificate amount and therefore the present certificate case being Certificate Case No. 14/13-14 has been filed for recovery of balance amount of Rs. 61,66,141/=
5. That here it shall not be out of place to mention that the notice of earlier certificate case filed against the petitioner being

Certificate Case No. 02/13-14 was challenged by the petitioners before this Hon'ble court in CWJC No. 8355/2013 and vide order dt. 23.04.2013 this Hon'ble court was pleased to stay the further proceeding of the Certificate Case No. 02/13-14 pending before the Certificate Officer, Madhepura.

A copy of order dt. 23.04.2013 is annexed herewith and marked as Annexure 2.

6. That the amount of the present certificate case is part and parcel of the paddy received by the petitioners for the year 2011-12 for which the certificate case no. 02/13-14 has been initiated against the petitioner by the BSFC and the further proceeding in Certificate Case has already been stay by this Hon'ble court vide order dt. 23.04.2013 .
7. That the principle of law involve in CWJC No. 8335 of 2013 applies with full force in the case of present petition also.
8. That the petitioner no. 1 is Proprietor of M/s Shiv Shankar Rice Mill, Babhani, District-Madhepura whereas the petitioner no. 2 is the husband of petitioner no. 1 and it is alleged that he is

authorized representative of petitioner no. 1 and is engaged in Custom Milled Rice a scheme sponsored by the Government.

9. That the petitioners no. 1 entered into an agreement with District Manager, Bihar State Food and Civil Supply Corporation Ltd. Madhepura in the month of January, 2012 for de-husking of paddy by the petitioners in the account of BSFC and to deliver rice in lieu thereof @ 67 % and 68% on fixed milling charges.

10. That as per the terms and conditions petitioner no. 1 was required to deposit a sum of Rs. 50,000/- as security money but the same was not deposited because the authority not insisted for the deposit of the same.

11. That Clause 9 of the agreement reads as follows:-

In case of any deviation from above agreed terms and conditions or any default on the part of the miller. Security money deposited by the miller will be forfeited by the corporation and legal action against the miller shall be taken.

A true copy of agreement is  
annexed herewith and



marked as Annexure-3 to this application.

12. That it appears that the petitioners received more quantity of paddy but could not return rice proportionately after de-husking in his rice mill to the District Manager, BSFC, Madhepura.
13. That the reason for not supplying required quantity of rice by the petitioners was that the authorities of the BSFC gave much more quantity of paddy than that the petitioner's milling capacity.
14. That the authority of the BSFC without consent of the petitioners under duress and pressure supplied more quantity of paddy though the petitioners was having a limited space and capacity of storage of paddy in his godown safely.
15. That the paddy was kept in the open sky in the mill premises and because of rains a major portion of the paddy destroyed/fully damaged, resulting failure on the part of the petitioners to de-husking the paddy in question and to deliver rice proportionately to the District Manager, BSFC, Madhepura.

16. That this failure on the part of the petitioners resulted into action by the District Manager, BSFC by filing a requisition as provided under Section 5 of the Public Demands Recovery Act, 1914 in Form No.2 Schedule II.
17. That the District Manager failed to look into the provisions of Public Demands Recovery Act, 1914 before filing the requisition in question because under this Act only such demands which are public demand can be realized or recovered by the competent authority which are public demand and if the demand of the State Authorities are not public demand as prescribed and described /mentioned and referred in Schedule I of Public Demand Recovery Act, is not recoverable under this Act.
18. That other demands of the State Authorities are recoverable as a public demand as per the definition of public demand given in Section 3 (6) of the Act if the demand in question is not in Schedule I but the person liable to pay the same has agreed by a written instrument that the amount payable shall be recoverable as a public demand then in such a

situation also the demand can be treated as a public demand and may be recovered as a public demand under this Act.

19. That the petitioners states and submits that the demand against the petitioners made by the District Manager, BSFC, Madhepura is neither a public demand as defined under Section 3(6) because the same is hit under Section 9 read with Item of 15 of Schedule I of PDRA Act, 1914 . Since your petitioners has or had never agreed by any written instrument that the alleged due shall be recoverable as public demand from the petitioners under the PDRA Act hence in absence of any such agreement the alleged dues of said BSFC Madhepura cannot and could not be treated as a public demand within the meaning of PDRA Act .

20. That as per the agreement maximum liability of the petitioners was to the extent of Rs. 50,000/- which was deposited by the petitioners as a security in the same could not have been forfeited . Clause 9 of the agreement by the District Manager, BSFC, Madhepura.

21. That this Court has occasion to deal this question in several cases including the case of Murlī Manohar Division Bench reported in 1978 BLJR 161.
22. That a question was raised before this Court directly involved in this case to the effect whether the demand raised by the District Manager Bihar State Food and Civil Supply Corporation where there was no agreement in terms of Clause 15 that the demand shall be recoverable as a public demand . This court held that the demand raised by Bihar State Food and Civil Supply is not covered within the definition of public demand and quashed the certificate proceeding on both ground that it is neither a public demand nor in the agreement there is a Clause to treat a demand in question as a public demand and recoverable under the Public Demands Recovery Act similar to the case of the petitioners reported in 1998 (3) PLJR 526.
23. That the petitioners has been served a show cause notice issued by the District Certificate Officer, Madhepura in this case on 27.04.2013 and the petitioner has been directed to file his show cause by 15.05.2013 since the notice on the face of it

is bad and not maintainable in the eye of law therefore the petitioners have been advised to file a writ petition before this Hon'ble Court.

24. That the action of the District Certificate Officer is arbitrary, malafide, malicious and bad in the eye of law.
25. That the petitioners are forced to lift 4087.649 MT (40876.49 Q.) and the proportionate rice @ 67% comes to the tune of 2738.725 MT
26. That from calculation of the authority it appears the petitioner was required to supply 27,338 Q. of rice out of which the petitioner supplied 11,340 Q. of rice and the petitioner is required to supply 16,047 Q. of rice for which the department has calculated the amount Rs. 3,05,40,003/= and earlier a certificate case for recovery of Rs. 2,43,73,862/= has been filed being Certificate Case No. 02 of 2013-14 and for balance amount ie. Rs. 61,66,141/= the present certificate case no. being 16 of 2013-14 has been filed which is under challenge in this writ petition.
27. That petitioner specifically asserts that a good quantity of rice is readily available in the stock of the petitioners but the

authority is not accepting the same on one or the other ground including the present case.

28. That the authority have issued the present certificate case illegally demanding a balance amount of Rs. 61,66,141/=.
29. That the petitioners are come to know from the reliable sources that the respondents are preparing to issued arrest warrant against the petitioners.
30. That it is reiterated herein that rainy season and mice have adversely affected the quality and quantity of the CMR lying at open space. The authority is also aware of the fact that the huge quantity of paddy got destroyed due to rainy season and/or due to storage of open place
31. That the petitioners specifically asserts that the State Government and/or the FCI who is a agency of the Central Government never made any effort to the lift the CMR in time the endeavor made by the petitioners to deposit the CMR in the FCI after arranging in own resources had been negative by the FCI by rejecting the CMR on pretext of the same being old and below quality which is the result of dilly dally approach of the aforesaid agencies.

32. That by adopting the coercive measure like certificate case which will be followed by issuance warrant of arrest the respondent are forcing the petitioner the deposit the illegally calculated amount.
33. That it is submitted that in this matter instituted the certificate case is totally unwarranted in view of law laid down by this Hon'ble Court.
34. That this Court in similar and identical matter has stayed the further proceeding of the certificate case in CWJC No. 2178/13 on 07.02.2013.

A copy of order dated 07.02.2013 is annexed herewith and marked as Annexure-4 to this application.

35. That in the facts and circumstances of the case the writ application is fit to be allowed by an order of this Hon'ble Court.

It is, therefore, prayed that your Lordships may

graciously be pleased to issue Rule NISI calling upon the respondents to show cause as to why the prayer made in paragraph no.1 of the writ application be not allowed and on return of the rule and after hearing the parties make the same absolute.

And/Or

Pass such any other order/orders as your Lordships may deem fit and proper.

And

During the pendency of the writ application the further proceeding of the Certificate Case No.16/2013-14 pending



**AFFIDAVIT**

I, Rajesh Choudhary, aged about 35 years, son of Shiv Shankar Choudhary, resident of Babhani, P.S.- Gamaariya, Distt.- Madhepura, do hereby solemnly affirm and state as follows:-

1. That I am petitioner no. 2 in the case and, as such, am well fully conversant with the facts and circumstances of the case.
2. That the contents of this petition have been read over and understood by me.
3. That the statements made in paragraph nos. 3, 4, 11, 34 are true to my knowledge and those statements made in paragraph nos. 6, 10, 12 to 33 are based on my information derived from the records of the case and rest are by way of submissions of this Hon'ble Court.
4. That the Annexure are photo/true copy of their respective originals.

Annexure-1

Annexure-1

डी. बी. नं- 669

Schedule xiv-Form NO- 52 का फारम सं० ६७ बी ।

सिद्ध एंटर प्राइम एंड सिविल सप्लाय कॉरपोरेशन लि. मुंबई

(16)

ना. ६०

# सर्टिफिकेट देनदार की नोटिस

16 देखिये दफा ७, बिहार वी उड़ीसा ऐक्ट नं० ४ सन् १९१४ का ।

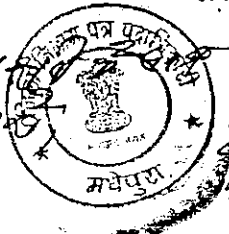
सर्टिफिकेट देनदार का नाम श्री श्रीमती अ. व. व. मिश्र वसुदेव  
 के नाम आपको इसकी रू० से जनाया जाता है कि आप के ऊपर १००००/- रुपये के लिए जो आपसे C.M.R. (10% सर्टिफिकेट) की बाबत पावना है बिहार और उड़ीसा के सरकारी मोतालवी के वसूल करने के ऐक्ट सन् १९१४ की दफा 7 की रू० से एक सर्टिफिकेट आज के दिन मेरे ऑफिस में नथी किया गया है । जो आपके ऊपर बताये हुए 61,66,141 रुपये के अपनी जिम्मेवारी को नकारते हैं तो आप इस नोटिस को तामिल होने के तीस दिन के भीतर अपनी सारी जिम्मेवारी या उसके किसी हिस्से को नकारती हुई एक दरखास्त दाखिल कर सकते हैं । तो आप ऊपर बताये हुए तीस दिन के भीतर दरखास्त दाखिल करें या इस बात के लिए सबब न दिखलाईएगा या पूरा सबब न दिखलाईए कि ऐसा सर्टिफिकेट क्यों न जारी किया जाना चाहिए तो वह आपके

61,66,141 रुपये के और 4.00 रुपये वसूल करने के खर्च के लिए) मेरे ऑफिस में न दिया जाय को कहे हुए एक्ट की शर्ती के मुताबिक जारी किया आपका अबतक बची हुई रकम इस तरह से न दी जाय आपको इसकी रूपया से मना किया जाता है कि आप अपनी गैर मनसूबा जायदाद या उसके किसी हिस्से को बिक्री दान बन्धक या और किसी को छिपाईएगा, हटाईएगा तो वह सर्टिफिकेट फोरन जारी किया जायगा ।

ऊपर बताये हुए सर्टिफिकेट के एक परत उसके साथ नथी की जाती है । आप सर्टिफिकेट का नम्बर और सन् लिखकर मनिऑर्डर के जरिये रूपसा भेज सकते हैं । आज ता० 27

माह 4 सन् 2013 ई०।

दि 15/5/13 का मथालेला...  
अध्यापक... पद...



जिला सर्टिफिकेट ऑफिसर

27/5/13

COURT FEE Issued For Certified Copy 0000002 24.4.2013

Authorization No., 2675

INDIA

BIHAR

Amexue-2

(17)

IN THE HIGH COURT OF JUDICATURE AT PATNA  
Civil Writ Jurisdiction Case No.8335 of 2013

Anjani Kumari & anr

Petitioners

Versus

The State Of Bihar & Ors

Respondents

Appearance :

For the Petitioners : Mr. N.K. Agrawal, Sr. Advocate  
Mr. D.N. Tiwari, Advocate  
Mr. Anujeev Sinha, Advocate  
For the Respondents : Mr. P.N. Shahi, AAG 14  
For the Corporation : Mr. R.S. Pradhan, Sr. Advocate

CORAM: HONOURABLE MR. JUSTICE JAYANANDAN SINGH  
ORAL ORDER

2 23-04-2013

Learned senior counsel for the petitioners submits that the case of petitioners is identical to the case of petitioners of CWJC No.3095 of 2013 in which interim orders have been passed on 27.02.2013.

Learned senior counsel for the respondent-Corporation submits that larger issue is being heard by another Bench of this Court in batch of cases led by CWJC No.455 of 2013.

In the circumstances, following the order dated 27.02.2013 passed in CWJC No.3095 of 2013, four weeks' time is allowed to the learned counsel for the respondent-Corporation to file counter affidavit.

It is further directed that during the pendency of this writ application, further proceeding in Certificate Case No.02/2013-14 pending before the Certificate Officer, Madhepura shall remain

CORAM

CONFIDENTIAL

(18)

stayed.

Put up this matter after disposal of CWJC No.455 of 2013.

However, pendency of this writ application will not come in the way of the petitioner in delivering rice to the F.C.I. at the concerned centres of the Corporation within the cut-off date.

*sd/-*  
(Jayanandan Singh, J)

B.T/-

DECLARED TO BE TRUE PHOTO  
*Bara*  
*24/4/2013*  
For Jctas Registrar  
Patna High Court  
Enrolled U/s 16 of 1973

*A. Mani*  
*24/4/13*  
*02/12/2012*

**COPYING WRI**

*Annex 3*

19

₹. 100      MS. 100      ONE HUNDRED RUPEES



INDIA NON RESERVE

1407 2  
92-2-49  
बिहार BIHAR

700 X 9 = 6300

Except on of bond framed under terms and conditions with the Assistant District Manager, Bihar State Food & Civil supplies corporation Ltd. District Madhepura regarding lifting of Paddy and delivering of advance Rice against Paddy lying in the godowns / procurement Centres under District officer of Bihar State Food & Civil Supplies Corporation Ltd, Madhepura under custom milling of paddy.

I, the proprietor of M/s Serv Shree Shiv Shankar Rice Mill declared that I am wily to mill, Bihar State Food and civil supplies corporation Ltd. Paddy lying at the various centre under Bihar State Food & Civil supplies Corporation Ltd. District Office, Madhepura on delivery of Rice RBC/RRC in advance as per Government of India specification and as per terms and conditions of Bihar State Food & Civil supplies Corporation Ltd. in vogue.

1. M/s Serv Shree Shiv Shankar Rice Mill Registration

Serv Shree Shiv Shankar Rice Mill  
Babhanli (Madhepura)

Prb. -

No. 10011100065 ..... date 05.06.1969 ..... valid up to .....

..... issued by Directors of Industry Government of Bihar (VAT) No. 1048/1407072 ..... will deliver raw rice/par boiled rice, confirming to Govt. of India's uniform specification for IS 2011-12 in 50 Kg net packing.

2. That, after delivery of rice to the corporation proportionate paddy will be issued to the miller by Bihar State Food and Civil Supplies Corporation Ltd.

3. Rice will be accepted in the same Gunny bags in which the paddy is delivered. For the first consignment lot of rice will be delivered by the miller in new SFT gunny bags. The excess gunny bags will be returned by the miller and if retained by the miller, then cost of excess gunny bags (in which paddy supplied to miller) will be deducted by the corporation of new gunny bags price from the bills submitted by the millers.

4. The miller has already deposited Rs. 50,000/- as security money through DD No. .... dated ... of ... in favour of District Manager, Bihar State Food and Civil Supplies Corporation Ltd .....

5. Out turn ration for the boiled rice is 68% and for raw rice is 67% on "As is where is" basis and by product broken etc. obtain from milling shall be property of miller.

6. Rs. 20/- per quintal as paddy milling charges will be paid per boiled rice and Rs. 10/- per quintal milling charges will be paid for new rice to the miller after getting the proper bill from the miller.

7. Rice shall be bagged in standard weight of 50 kg. and all bags are to be double machine stitched in green thread and bags should be duly stenciled with green colour showing name of the miller and station crop year, net weight commodity variety and lot No. ....

8. The miller will supply rice & QMR to the corporation. The QMR received from miller will be transported by the corporation to the bagged depot of Food Corporation of India.

*Handwritten signature*

Sary Suresh Chandra Rice Mill  
Babani (Madanpura)  
Pte.

Proportionate paddy will be millly released by Bihar state Food and civil supplies corporation Ltd. MADHEPURA to the miller from different procurement centres.

9. In case of any deviation from above agreed terms and conditions or any default on the part of the miller security money deposited by the miller will be forfeited by the corporation and legal action against the miller shall be taken.

10. The miller also agreed to abide by the terms and conditions issued by the corporation time to time relating to milling of procured paddy.

*[Handwritten signature]*

*nanegh*  
District Magistrate

Bihar state Food and Civil supplies corporation Ltd.

Date. 13/1/72

*[Handwritten signature]*

Proprietor..

M/S Srv Srv: Shio Sankar Rice Mill  
Babhan (Madhepura)  
Pro..

*[Handwritten signature]*

*[Handwritten signature]*

Pro..

71

सर्वश्री शिव शंकर राइस मिल सा० वधनी थाना गम्हरिया जिला मधेपुरा

Execitopm of bond framed under terms and conditions with the Assistant District Manager, Bihar State Food & Civil Supplies Corporation Ltd. District-Madhepura regarding lifting of paddy and delivering of advance Rice against paddy lying in the godowns/procurement centers under District Officer of Bihar State Food & Civil Supplies Corporation Ltd. Madhepura under custom milling of paddy.

I, the proprietor of M/s Sarv Shre Shiv Shankar Rice Mill declared that I am willing to mill, Bihar State Food and Civil Supplies Corporation Ltd. Paddy lying at the various centre under Bihar State Food & Civil Supplies Corporation Ltd. District Office, Madhepura on delivery of Rice RBC/RRC in advance as per Government of India specification and as per terms and conditions of Bihar State Food & Civil Supplies Corporation Ltd. in vague.

1. M/s Sarv Shree Shiv Shankar Rice Mill Registration



no. 100111100068 date 03.06.2009 valid up to issued by Directors of Industry Government of Bihar (VAT) No. 10481407072 will deliver raw rice/par boiled rice, confirming to Govt. of India uniform specification for KS 2011-12 in 50 kg. not packing.

2. That, after deliver of rice to the corporation proportionate paddy will be issued to the miller by Bihar State Food and Civil supplied corporation ltd.

3. Rice will be accepted in the same Gunny bags in which the paddy is so delivered. For the first consignment/lot rice will be delivered by the corporation.

be delivered by the miller in new SST gunnies. The excess gunny bages will be returned by the miller and if retained by the miller, then cost of excess gunny bags (in which paddy supplied to miller will be deducted by the corporation of new gunny bags price from the mills submitted by the millers.

4. The miller has already deposited Rs. 50,000/- a security money through DD No. dated of Rs.

..... in favour of District Manager, Bihar State Food and civil supplies corporation ltd.

5. Out turb ration for the boiled rice is 68% and for raw rice is 67% on "As is where is" basis and by product brought broken etc. obain from milling shall be property of miller.

6. Rs. 20/- per quintal as paddy milling charges will be paid per boiled rice and Rs. 10/- per quintal milling charges will be paid for new rice to the miller after getting the proper bill from the miller.

7. Rice shall be bagged in standard weight of 50kg. and all bags are to be double machine stitched in green thread and bags should be duty stenciled with green colour showing name of the miller and station corp year, net weight commodity variety and lot no.

8. The miller will supply rice CMR to the corporation The CMR received from miller will be transported by the corporation to the bagged depot of Food Corporation of India.

proportionate paddy will be milly released by Bihar State Food and civil supplies corporation Ltd. Madhepura to the miller from different procurement centres.

9. In case of any deviation from above agreed terms and conditions or any default on the part of the miller security money deposited by the miller will be forfeited by the corporation and legal action against the miller shall be taken.

10. The miller also agreed to abide by the terms and conditions issued by the corporation time to time relating to milling of procured paddy.

अंजनी कुमारी

Proprietor

M/s Sarv Shree Shiv Shankar Rice Mill  
Babhani (Madhepura)

Sd/-eligible

District Manager

Bihar State Food and Civil Supplies Corporation Ltd.

Dated 13.1.12

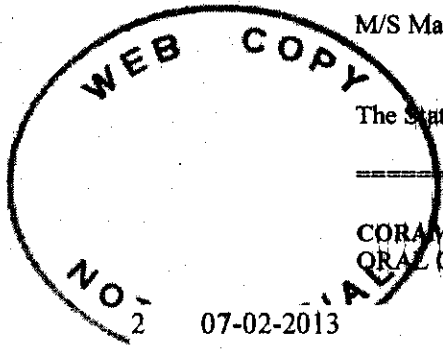
शिवशंकर चौधरी

अंजनी कुमारी

Sarv Shree Shiv Shankar Rice Mill  
Proprietor.

*Am Y* 22

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.2178 of 2013**



M/S Man Manokamna Mini Rice Mill ..... Petitioner/s  
Versus  
The State Of Bihar & Ors ..... Respondent/s

**CORAM: HONOURABLE MR. JUSTICE RAMESH KUMAR DATTA**  
**ORAL ORDER**

07-02-2013

Learned counsel for the petitioner submits that the proceedings in Case No. 24/2012-13 before the Certificate Officer, Buxar are without jurisdiction as there is no agreement or written statement in terms of Item 15 Schedule-I of the Bihar and Orrisa Public Demands Recovery Act, 1940 by the petitioner that any demand would be recoverable as a public demand.

As prayed for by learned counsel for the respondents, put up on 21<sup>st</sup> February, 2013.

In the meantime, further proceedings in Certificate Case No. 24/2012-13 before the Certificate Officer, Buxar shall remain stayed.

**(Ramesh Kumar Datta, J)**

S.Pandey/-

before the Certificate Officer,  
Madhepura may kindly be  
stayed.

**And for this, the petitioner shall ever pray.**