

C 18-12  
22/12

# IN THE HIGH COURT OF JUDICATURE AT PATNA

(Civil Writ Jurisdiction)

CWJC No.

of 2014

M/S Baba Rice Mill

PETITIONER

VERSUS

The State of Bihar & Ors.

RESPONDENTS

SUBJECT:- Trade and commerce

## INDEX

Sl.No.	Particulars	Page No.
1.	In the matter of an application under Article 226 of the Constitution of India alongwith Affidavit.	1 - 23
2. Annexure-1	A Photocopy of copy of Agreement	24-26
3. Annexure-2	A Photocopy of relevant application.	27-28
4. Annexure-3	A Photocopy of relevant letter.	29
5. Annexure-4	A Photocopy of notice dated 17.05.2014.	30
6. Annexure-5	A Photocopy of reply to notice	31
7. Annexure-6	A Photocopy of relevant document regarding payment after notice.	32-35
8. Annexure-7	A photocopy of relevant document regarding auction.	36
9. Annexure-8 Series	A photocopy Hon'ble court's order.	37-43
10.	V A K A L A T N A M A	



Date and Events :-

	-	Petitioner established Rice Mill for the livelihood of his family members.
2013	-	Petitioner entered into the agreement with B.S.F.C. for the milling of the paddy received through the Corporation.
	-	Several time requested for lifting of CMR (rice).
	-	As per agreement the petitioner duty is only for milling the paddy.
17.05.2014	-	Notice has been given to the petitioner. Reply to notice given as per clause-16 of the notice. After Notice under pressure of Administration petitioner deposited Rs. 23,00,000/-
	-	Similar matter auction has been done.
		In the identical matter the Hon'ble court granted interim order.

Hence this writ petition.

285

GOVT. OF BIHAR  
REGISTRATION, EXCISE & PROHIBITION DEPT.  
PATNA SCORE PATNA  
COURT FEE  
Authorization No. 2673

भारत  
सत्यमेव जयते  
INDIA  
STAMP DUTY  
U.P. Yul...  
00009  
Rs. ≈ 0000285 ≈ 963/14  
14.8.2014  
JUDICIAL  
375455  
BIHAR  
1448 6532356  
\*\*Zero\*Zero\*Zero\*Zero\*Two\*\*EightFive\*\*

P-1 to 23  
A-24 to  
R. Kumar  
14.8.14

File through  
Shashi Bhushan Kumar  
Advocate

# IN THE HIGH COURT OF JUDICATURE AT PATNA

(Civil Writ Jurisdiction)

CWJC No. \_\_\_\_\_ of 2014

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

AND

In the matter of;

M/S Baba Rice Mill, Madhepura through Manager  
Mukesh Kumar Chaudhary, Son of Late Basant  
Chaudhary, resident of Murliganj , P.S.-  
Murliganj, District- Madhepura.

PETITIONER

VERSUS

- (1) The State of Bihar through the Chief  
Secretary, Govt. of Bihar, Patna.
- (2) The Principal Secretary, Food & Consumer  
Protection Department, Govt. of Bihar,  
Patna.
- (3) The Managing Director, Bihar State Food and  
Civil Supply Corporation, Sone Bhawan,  
Birchand Patel Path, Patna.
- (4) The Deputy Chief (Claim), the Bihar State  
Food & Civil Supply Corporation, Sone  
Bhawan, Birchand Patel Path, Patna.
- (5) The District Magistrate, Madhepura.
- (6) 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, this is an application for  
issuance of appropriate writ/writs and/or  
order/orders and/or direction/directions for  
the following reliefs:-

- (i) For issuance of writ of mandamus for  
direction to the respondents to pay  
the milling charge of the paddy which  
is done by the petitioner in pursuant  
to the agreement with the Bihar State  
Food & Civil Supply Corporation Ltd.

- (ii) For issuance to writ of mandamus commanding the respondents to pay the transportation cost which is done by the petitioner for carrying the paddy from the paddy procurement centre to mill of the petitioner.
- (iii) For issuance of writ in the nature of Mandamus for direction to the respondents to lift the remaining quantity of the paddy & CMR which is supply by Respondent No. 6.
- (iv) For quashing the notice issued vide memo no. 1233 dated 17.05.2014 issued by respondent no. 6 by which a demand of Rs.61,93,502/- has been made to deposit in favour of Bihar State food Corporation for remaining quantity of Rice (CMR).
- (v) For directing the respondents to not debarred the petitioner from entering

into future transactions with the BSFC.

(vi) For direction the respondents to restrained from any proceeding including certificate case or taking any coercive action against the petitioner.

(vii) For the other reliefs which may be granted to the petitioner in the facts and circumstances of this case.

2. That the following question of seminal importance are involved for the kind consideration of the Hon'ble Court :-

(i) Whether petitioner is provided wet (drenched) and poor quality of paddy for milling and which was compelled to lift the same from open sky?

(ii) Whether the Scheme of paddy procurement has been carried out in a very mismanaged condition and situation and uncared manner?



into future transactions with the BSFC.

(vi) For direction the respondents to restrained from any proceeding including certificate case or taking any coercive action against the petitioner.

(vii) For the other reliefs which may be granted to the petitioner in the facts and circumstances of this case.

2. That the following question of seminal importance are involved for the kind consideration of the Hon'ble Court :-

(i) Whether petitioner is provided wet (drenched) and poor quality of paddy for milling and which was compelled to lift the same from open sky?

(ii) Whether the Scheme of paddy procurement has been carried out in a very mismanaged condition and situation and uncared manner?

- (iii) Whether there is serious mismanagement on the part of SFC authorities in lifting the purchased paddy?
- (iv) Whether the petitioner has tried his level best to make rice from the paddy provided to him and could not succeed due to the poor quality of paddy (wet and damaged)?
- (v) Whether the petitioner can be held responsible for being unable to make rice from the poor quality of paddy and the respondent authorities are not duty bound to take steps for the disposal of the paddy/rice lying in the mill of the petitioner?
- (vi) Whether the threats being posed up on the petitioner by the authorities for no fault of his part is justified & proper in the manner in any view of the matter?

- (vii) Whether the petitioner can be victimize or can be made scape goat for no fault on his part?
- (viii) Whether the petitioner can be penalized without committing any deliberate and innocently?
- (ix) Whether action of the respondents are justified is not making payment at the milling charge which is done by the petitioner by received loan from the different source?
- (x) Whether a welfare State can be allowed to act in an arbitrary whimsical and malafide manner in depriving the petitioner for participating I future contracts, on the basis of the conditions which have arisen because of the miserable and untoward conduct of the respondent authorities.
- (xi) Whether the action of the respondents authorities can be held proper legal

and in consonance with the principle of natural justice for issuing notice for the payment of the remained CMR in the premises of the petitioner's Mill due to the laches on the part of the respondent authorities?

(xii) Whether the petitioner can be victimize or can be made scape goat for no fault of his part?

(xiii) Whether the petitioner can be penalized without committing any deliberate & innocent act?

(xiv) Other question/questions in the facts & circumstances of this case.

3. That the petitioner is a citizen of India and cause of action is in the territorial Jurisdiction of this Hon'ble High Court.

4. That the petitioner established a rice mill in Banka for the livelihood of his family member in the name & style of M/S Baba Rice Mill, Murliganj, Madhepura.

5. That the State of Bihar presented an action for the procurement of paddy for the year 2012-13 in which all the rice mills were directly involved. It was compulsion upon the rice millers to enter into an agreement with the Bihar State Food Corporation and to declare its milling capacity and storage device as temporary space to the B.S.F.C. (herein after written as corporation). After the terms and condition the Corporation to provide transport facilities and gunny bag.

6. That as per the action plan, the corporation entered into an agreement with the petitioner but copy of agreement has not given to the petitioner. The terms and condition of agreement are same in Bihar as per my information.

A photocopy of agreement copy is annexed herewith and marked as Annexure-1 to this writ application.

7. That soon after the agreement the respondents started working in very Mechanical manner & in complete defiance of the terms & condition of the agreement.

8. That it is relevant to mention here that procurement of the paddy for marketing session 2012-13 was started on 15<sup>th</sup> December 2012 and a huge quantity of paddy was procured at the procurement Centre, and was kept in the open sky in the field and were drenched (wet) in rains and even after there was a heavy rain fall in the area and the paddy kept in the open sky was completely drenched and the petitioner received paddy from the same centre.

9. That it is not out of place to mention here that at the time of lifting of paddy it was found that the paddy was in very poor condition and was drenched (wet) in rain and when the petitioner refused to accept the same then the authority present at the centre said that at the time of milling of the same paddy his

representative shall be remain present and they will take the CMR (Rice) which will be prepared by the same paddy without considering the quality of rice and without taking into account of proportionate rice in that compelling circumstances petitioner has to lift the same and the petitioner made this fact conveyed to the District Manager.

10. That as per notice the petitioner supplied 22000.00 quintal of paddy for the milling and according to District Manager of the corporation it appears from the notice dated 17.05.2014 served upon the petitioner that 11880.00 quintal of rice(CMR) has been deposited in the godown of the FCI and 2860.00 quintal of CMR(rice) is remained to be deposited by the petitioner.

11. That the quantity shown in the notice as undeposited CMR (Rice) is not correct.

12. That it is stated here that petitioner tried milling the paddy for making CMR and same

rice were prepared but surprisingly non of the respondent authority send any person in the mill at the time of milling & also could not take any interest in receiving the rice. The petitioner has requested several time for lifting of CMR (Rice) since July 2013 but they are sitting tight over the matter.

A Photo copy of relevant application of the petitioner is annexed herewith and marked as annexure- 2 to this writ application.

13. That it is also pertinent to mention here that petitioner's mill was running in three sift only to mill the paddy which is dumped in the mill premises and for that he had to spent on the labour charges two times than the normal labour charges and B.S.F.C. did not any cost to the petitioner in the head of milling charge.



14. That it is also relevant to mention here that as per direction of the respondent no. 6 the petitioner himself carry CMR (Rice) and but the respondent authorities (FCI) refuse to take on the ground of poor quality which is not under control to the petitioner as CMR prepared from the paddy which has been supply by the respondent no. 6 and at the time of taking paddy from the former the quality of paddy has not been check by the respondent.

A Photocopy of relevant letter is annexed herewith and marked as Annexure-30 to this writ application

15. That petitioner has been several times requested to the respondents to lift the CMR (rice) but same was not lifted by the respondent.

16. That it is also informed to the respondent no.6 that the CMR which is remained in the mill is deteriorating day by day and requested to lift the same immediately. It is also requested for the payment of milling charge, handling and transportation cost to the petitioner.

17. That the petitioner made several request to the authorities of the B.S.F.C. including District Magistrate, to lift the remaining quantity of paddy and rice from the mill as the same were further destroying & rotting in the mill and that is creation hindrance in the work of the mill.

18. That the petitioner requested to the respondent authorities to pay the milling charge of the paddy and labour charges for the unloading and loading of the paddy and rice respectively including transportation charge which is provided by the petitioner.

19. That petitioner was served a demand notice vide letter no. 1233 dated 17.05.2014 for payment of Rs.61,93,502.00 For 2860 quintal CMR.

A photocopy of letter dated 17.05.2014 is annexed herewith and marked as Annexure- 4 to this writ application.

20. That although the quantity of CMR which is mention in the notice as remained in the mill for lifting is not correct but the notice is itself bad as it is not the laches of the petitioner for non lifting of the CMR but the laches are on the part of the respondent authorities for non lifting of CMR from the mill of the petitioner despite several request. The petition has been given reply to the notice dated 17.5.2014 as per clause 16 of agreement.

A Photocopy of reply<sup>note</sup> is annexed as Annexure- 5 to this writ application.

21. That the petitioner was informed by the respondent no. 6 to deposit the remained CMR by his transportation but again instruction given that the remained CMR will be lift by his own

transportation system by the respondents . It is clearly shows that the petitioner has not committed any wrong in non lifting of the CMR but is the fault of the respondent for not lifting of remained CMR from the premises of the mill of the petitioner. ~~The petitioner has been given report to~~

22. That the petitioner has been tortured by the authorities of the Corporation only to save their own skin from their won failure in making proper arrangement at the procurement centers from making arrangement to keep the procured Rice in safe Godown and also for making arrangement of proper quality control, Moisture meter etc and they are trying to shift their won responsibility and liability upon the petitioner in a very clever manner.

23. That after above notice dated 17.05.2014, the petitioner under pressure of the respondents has been deposited Rs.6,00,000+ 4,00,000 + 8,00,000 + 5,00,000/- total

Rs. 23,00,000/- (Twenty three lacs) after taking loan on interest from the market.

A Photocopy of relevant document regarding payment are annexed herewith and marked as Annexure- 6 Series to this writ application.

24. That non lifting of the remaining CMR (Rice) which has been lying at the open space since long time has cause to deterioration and damaged in the quality and quantity of the CMR.

25. That the rice mill is the only source of income of the petitioner for the livelihood of his family members and the petitioner has not been made payment of milling charge of the paddy including the carriage charge received un pursuant to the agreement with B.S.F.C.

26. That in the facts and circumstances of the case the concerned respondents may be directed to lift the paddy and rice lying in the

mill of the petitioner or by disposing of the same through auction sale as has been done in the similar situation at the different places. The concerned authority may also be directed for the payment of expense incurred upon the petitioner in milling and carrying the paddy and rice from the godown of the petitioner in a reasonable manner and without any coercive manner as petitioner is not responsible for poor quality of the rice and the paddy.

A photocopy of relevant document regarding auction is annexed as Annexure-~~87~~ to this writ petition.

27. That the respondent no. 6 had also appraised the District Magistrate about the problems that were being faced by the rice millers and had accepted that since CMR is not taken by the FCI as a result of which the quality of rice gets depreciated at the mills and subsequently it is rejected by FCI.

28. That it is very much expedient to bring on record some of the major problem that are being suffered by the petitioner.:-

i. The production activities of the mills are completely disturbed and the petitioner are forced to shut down their mills due to over storage of paddy and CMR.

ii. The result is that the petitioner are not able to take other market works and as such the mills are remaining idle which has three pronged effect i.e. loss of future earning , depreciation of machinery since it is remaining unused for quite sometime and incurring of regular costs/expenditures/liabilities under the heading of electricity charges, labour/ staff salaries , bank installments etc.

iii. Further the fear of unemployment and closure. of mills looms large on the petitioner.

iv. Petitioners are being harassed both mentally and financially as petitioner has taken loan and the installments are also proving quite cumbersome for them.

v. Petitioner has the fear that the authorities might harass them by initiating certificate proceedings or other legal proceedings against the petitioner which will prove to be the last straw on the camel's back.

29. That one hand the state Government is boasting of promoting industries for the development of State of Bihar but in practical terms its conduct is contradictory and to say the least absurd. This is so because there is an eminent threat of closure of the rice mills which will affect thousands of people who directly and indirectly dependent on them.

30. That writ application filed in this Hon'ble Court of the similar nature, the Hon'ble Court directed that "no coercive steps shall be



taken against the petitioner. In the notice the respondent stated that if payment will not done then they will take action.

A photocopy of orders passed by this Hon'ble court is annexed herewith and marked as Annexure- 8 Series to this writ application.

31. That the petitioner has no any other equally efficacious and alternative remedy but to invoke your Lordships writ jurisdiction under Article 226 of the constitution of India.

32. That the petitioner has not moved earlier in the matter to this Hon'ble Court.

It, is therefore prayed that your Lordships may graciously be pleased to admit this petition issue rule NISI, calling upon the respondents to show cause as to why the relief sought for in Para 1 of the writ petition be

not allowed and after return of the rule and perusal of the show cause (if any) and hearing the parties make the rule absolute in favour of the petitioner by allowing this petition.

**And / Or**

Pass such other order/orders which may deem fit and proper in the facts and circumstances of this case..

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

AFFIDAVIT

I Mukesh Kumar Choudhary , aged about 36 son of Late Basant Chaudhary, resident of Murliganj, P.S.- Mulriganj, District- Madhepura, do hereby solemnly affirm and state as follows :-

1. That I am Manager of M/s Baba Rice Mill, Madhepura and as such am well acquainted with the facts and circumstances of the case.
2. That the contents of this petition have been read over and explained to me in Hindi which I have understood the same.
3. That the statements made in paragraph nos. 3, 4, 5, 7, 8, 9, 10, 11, 13, 15 to 17, 20, 21, 23, 25, 27, 29, 30 are true to my knowledge and those made in paragraph nos. 6, 12, 14, 16, 19, 24, 28 are true to my information derived from the records and rest are by way of submissions.
4. That the annexures are typed/photo copies of their respective originals.

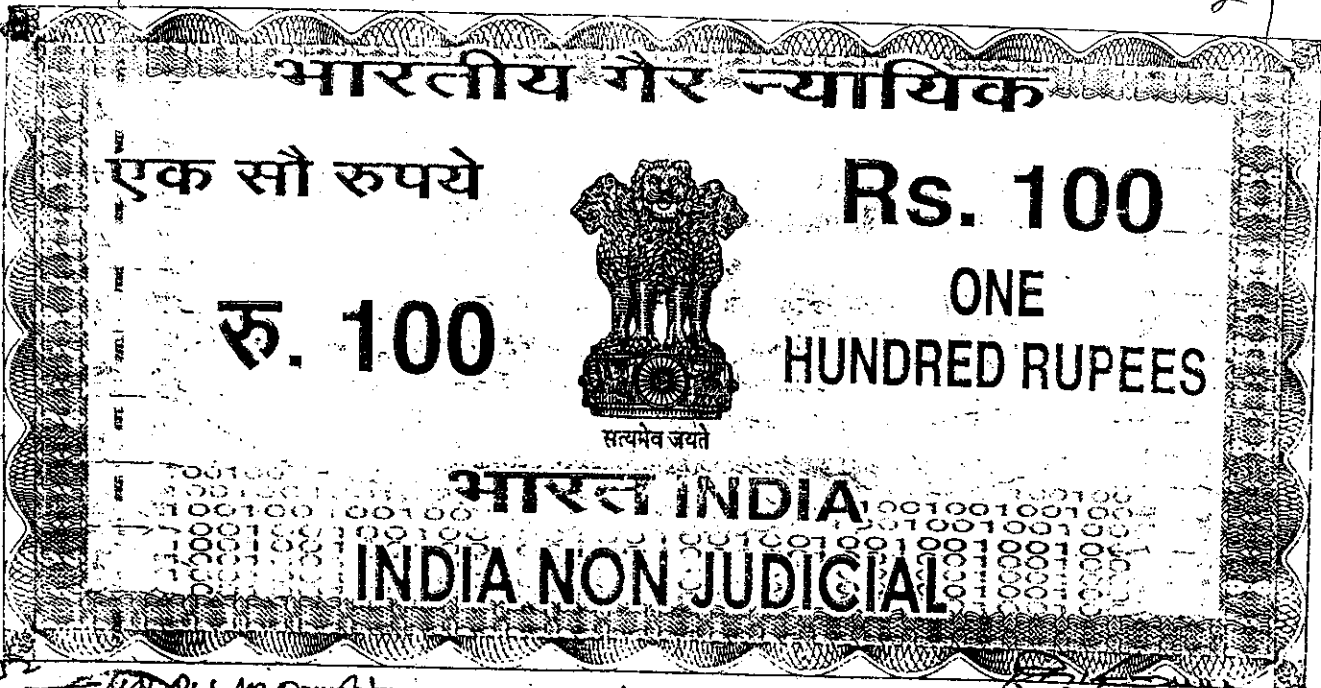
16790

I solemnly affirm and declare that I am the person who is identified by the U.P. Yadav A/c. I have satisfied myself by examining the deponent that he understands the contents of the affidavit which has been read over & explained to him which acknowledges to be correct

Date: 14-8-14  
R. Kumar  
Advocate Oath Commission  
PATNA HIGH COURT

Mukesh K. Choudhary  
U.P. Yadav A/c  
Identified by the deponent  
U.P. Yadav A/c For Mr. S.P. Singh  
an Advocate P.H.C.  
R.N - 963/2013  
14/8/2014

23



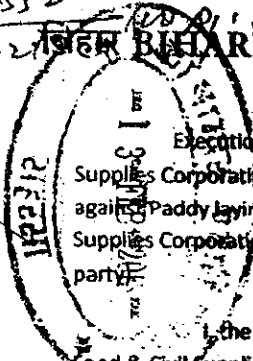
12552

19.2.2019 बिहार BIHAR

BIHAR STATE FOOD & CIVIL SUPPLIES CORPORATION LTD.

DEPT. OF INDUSTRIES

348257



Execution of bond framed under terms and conditions with the District Manager, Bihar State Food & Civil Supplies Corporation Ltd. District Office, Madhepura regarding milling of Paddy and delivering of Rice against Paddy lying in the godowns / Procurement Centres under District Office of Bihar State Food & Civil Supplies Corporation Ltd. Madhepura in custom milling of Paddy (herein after called the first party)

The proprietor of M/s Baba Rice Mill, Murligang, Madhepura declares that I am willing to mill, Bihar State Food & Civil Supplies Corporation Ltd's Paddy lying at the Vastans Center under Bihar State Food & Civil Supplies Corporation Ltd. District Office, Madhepura on delivery of Rice (RBC/RRC) as per Government of India specification and as per terms and conditions of Bihar State Food & Civil Supplies Corporation Ltd. in vogue (herein after called the second party)

M/s Baba Rice Mill, Murligang Registration No. 100111100370 valid up to \_\_\_\_\_ issued by Directors of Industry Government of Bihar and (VAT No. 10481931094) will deliver raw rice/par boiled rice confirming to Government of India uniform specification for KMS 2012-13 in 50Kg net packing.

The second party has monthly milling capacity of 5.26 MT of Paddy but, he has to furnish Bank Guarantee equivalent to the value of Paddy taken by him for milling in concerned procurement season and in case, he requires further quantity of paddy for milling, he has to furnish further Bank Guarantee equivalent to the value of paddy desired by him to be taken for milling. However, he has to deliver C.M.R. in time before

*Handwritten signature*

*Handwritten signature*

next lot of paddy is taken by him. The said Bank Guarantee of / Mortgage  
Rs. 85,00,000) issued in favour of  
District manager, Bihar State Food & Civil Supplies Corporation Ltd., Madhepura, Vide  
serial no. 205 dated 20.2.13 has been submitted by the party as  
per State Government instruction from time to time.

28

3. The second party is at liberty to take paddy for milling as much as the quantity he desires during the said procurement season in accordance with his monthly milling capacity but, he has to furnish Bank Guarantee for the value of paddy, which he takes for milling or in case, he is not capable of furnishing Bank Guarantee, he has to pledge immovable property for the entire value of paddy which he takes for milling. The property details so mortgage must be certified to be in his own name by the competent authorities either by circle officer of the block or SDO of the concerned sub-division so that in case of default of second party or any deviation of paddy may be recovered.
4. Out turn ratio for par boiled rice is 68% and for raw rice 67% on "As where is" basis and by-product like husk, broken etc. obtain from milling shall be property of the second party.
5. After receipt of paddy second party will deliver proportionate percentage of rice within a month from the date of receipt of paddy and only then, any further paddy as desire according to monthly milling capacity will be issued to the first party. In case of delay in delivery of proportionate percentage of rice, appropriate penalty in terms of money will be charged by the competent authorities with interest at Bank lending rate.
6. Rice will be accepted in the same Gunny bags in which the paddy is delivered by the first party. For the first consignment/lot, rice will be delivered by the second party in new SBT gunny bags. The excess gunny bags will be returned by the second party and if retained by the second party, then cost of excess gunny bags (in which paddy is supplied to second party) will be deducted by the first party @ 60% of new gunny bags at the purchase rate from DGS & D, Kolkata for KMS 2012-13 and will be adjusted from the bills submitted by the second party.
7. The second party will provide godowns at their mill premises as per milling capacity for storage of paddy, CMR, so that the authorized representative of first party or Food and Consumer Protection Department can inspect the stock quantity and quality of CMR ready for delivery to first party. The second party will store paddy at the mill premises only. Storage of paddy shall not be store at any other place.
8. Rs.20/- per quintal as paddy milling charges will be paid for par boiled rice and Rs.10/- per quintal milling charges will be paid for raw rice to the second party after getting the proper bill from the second party.
9. Rice shall be bagged in standard weight of 50Kg. and all bags are to be double machine stitched in red thread and bags should be duly stenciled with blue colour

Handwritten signature

Niteshwar Choudhary

showing name of the mill and station, crop year, net weight, commodity, variety and lot No.

- 28
10. The second party will supply CMR to the first party. CMR received from second party will be transported by the first party to the tagged depot of Food Corporation of India, proportionate paddy will be actually released by the Bihar State Food & Civil Supplies Corporation Ltd. Madhepura to the second party from different Procurement Centres.
  11. The second party will submit daily/weekly/monthly report of ready CMR for delivery and status of paddy lying in mill to the concerned District Manager and District authority.
  12. In case of any deviation from above agreed terms and conditions or any default on the part of the second party, bank guarantee submitted by the second party will be forfeited by the first party and Legal action against the second party shall be taken including recovery of amount from the mortgaged immovable property by way of attachment and sale.
  13. It has also been agreed that payment of milling charge will be made only after delivery of due rice as per specification and acceptance of CMR by Food Corporation of India.
  14. The second party also agrees to abide by the instructions issued by State Government from time to time, and the terms of agreement.
  15. The second party agrees that in case, any amount found recoverable on account of default, loss, damage on the part of the second party, the said recoverable amount with interest will be recovered as Land Revenue under Bihar & Orissa Public Demands Recovery Act, 1914 by instituting Certificate case before the concerned District Certificate Officer.
  16. In case of disputes both parties agree to settle the issue(s) on mutual discussion. Failure to reach agreement the matter will be referred to arbitrator. It has been also agreed that the arbitrator will be District Collector of the concerned District whose decision shall be final, concerning the dispute referred to him.

*M. K. Singh*  
District Manager,

*N. J. Choudhary*  
Proprietor

Bihar State Food & Civil Supplies Corporation Ltd.

M/s.....

Date:.....

*M. K. Singh*  
25-2-13



# बाबा राईस मिल

जनक विकास के निर्माता

सम्पर्क

मुरलीगंज (मधेपुरा)  
बिहार, पिन-852122  
9939703455  
9546434975

त्राक-

दिनांक- 19-9-2013

27

सेवा में,

जिला प्रबंधक,  
राज्य खाद्य निगम,  
मधेपुरा ।

विषय:- सी.एम.आर. जमा करने के सम्बन्ध में।

महाशय,

उपरोक्त विषय में कहना है कि मेरे मिल पर 15 लौट सी.एम.आर. बन कर तैयार है। एफ.सी.आई. सी.एम.आर. देने में आना कानी करती है, जिस बजह से मुझे सी.एम.आर. जमा करने में कठिनाई होती है।

अतः श्रीमान् से निवेदन है कि सी.एम.आर. जमा करवाने की व्यवस्था की जाय। ताकि मैं ससमय सी.एम.आर. जमा कर सकूँ। इसके लिए मैं श्रीमान् का सदा आभारी रहूँगा।

विश्वासभाजन

मुकुन्द कुमार



# बाबा राईस मिल

उत्तम क्वालिटी चावल के निर्माता

सम्पर्क

मुरलीगंज (मधेपुरा)  
बिहार, पिन-852122

9939703455  
9546434975

त्राक-

दिनांक- 25-11-2013

28

सेवा में,

जिला प्रबंधक,  
राज्य खाद्य निगम,  
मधेपुरा ।

विषय:- सी.एम.आर. जमा करने के सम्बन्ध में।

महाशय,

उपरोक्त विषय में कहना है कि मेरे मिल पर सम्पूर्ण सी.एम.आर. बन कर तैयार है। एफ.सी.आई. सी.एम.आर. लेने में आना कानी करती है, जिस बजह से मुझे सी.एम.आर. जमा करने में कठिनाई होती है।

अतः श्रीमान् से निवेदन है कि सी.एम.आर. जमा करवाने की व्यवस्था की जाय। ताकि मैं ससमय सी.एम.आर. जमा कर सकूँ। इसके लिए मैं श्रीमान् का सदा आभारी रहूँगा।

विश्वासभाजन

मुकुन्द कुमार चौधरी





बिहार स्टेट फूड एण्ड सिविल सप्लाइज कॉरपोरेशन लि०.  
सोन भवन, 6वीं मंजिल, वीरचन्द्र पटेल पथ-पटना ।

संख्या-  
श्रेणी-

3579

पटना,

दिनांक- 16.4.2014

सेवा में-

प्रमुख अधिप्राप्ति,  
मुख्यालय, पटना।

29

सभी जिला प्रबंधक,  
राज्य खाद्य निगम,  
बिहार।

विषय-

खरीफ विपणन मौसम 2012-13 अन्तर्गत केन्द्र सरकार द्वारा सी०एम०आर० डिस्पोसी की अवधि विस्तार अस्वीकृत किये जाने के संज्ञक में।

महाराज,

निदेशानुसार उपर्युक्त विषय के सम्बन्ध में उपभोक्ता मागले, खाद्य एवं पार्श्वजनिक वितरण मंत्रालय, भारत सरकार, नई दिल्ली के पत्रांक-No.5(2)/2013-Py.1(Party) दिनांक-15.04.14 की छाया प्रति संलग्न करके हुए कहना है कि केन्द्र सरकार द्वारा खरीफ विपणन मौसम 2012-13 अन्तर्गत केन्द्र सरकार द्वारा सी०एम०आर० डिस्पोसी की अवधि विस्तार की स्वीकृति प्रदान नहीं की गई है।

तदनुसार प्रमादी मिल/मिलों के मालिकों को नोटिस के माध्यम से खरीफ विपणन मौसम 2012-13 अन्तर्गत भारत निर्मादेश से निर्गत कुल अधिप्राप्ति धान के विक्रय समानुपातिक सी०एम०आर० की अपूर्ण एवं अवशेष मात्रा की केन्द्र सरकार द्वारा निर्धारित एवं भा०खा०नियम द्वारा संसूचित दर यथा-2105.50/को एंजल एक सौ पैंसठ रुपये छपन पैसे मात्र)रु० प्रति क्वी०.से प्राप्त करने एवं कुल कार्रवाई के आलोक में प्रमादी मिल/कार प्राप्त कुल राशि की अधत्न स्थिति से निगम को अधगत कसाने की कृपा की जाय।

उपर्युक्त तथ्यों के आलोक में खरीफ विपणन मौसम 2012-13 अन्तर्गत निगम मुख्यालय के पत्रांक-107 दिनांक-04.01.2014 में उल्लेखित प्रपत्र की छायाप्रति संलग्न करते हुए अनुरोध है कि यांचित सूचना सहित प्रमादी मिलवार राशि की प्राप्ति की प्रारंभिक दर के आधार पर वसूली की कार्य योजना (कुल वसूली की सम्भावित समय अवधि सहित) तैयार कर निगम मुख्यालय को पत्र प्राप्ति के एक सप्ताह के अन्दर उपलब्ध कसाने की कृपा की जाय।  
अनुसन्धक-यथोक्त।

विश्वनाथभाजन

प्रमुख अधिप्राप्ति।

ज्ञापक:-

3579

पटना,

दिनांक- 16.4.2014

प्रतिलिपि:-सभी प्रमुख/उप प्रमुख/विशेष कार्य पदाधिकारी/शाखा प्रभारी को सूचना एवं आदेशक कार्रवाई हेतु प्रेषित। प्रमुख दावा से अनुरोध है कि यथाशीघ्र जिला प्रबंधकों से वसूली से संबंधित कार्य योजना प्राप्त कर सक्रम प्राधिकार से अनुमोदन प्राप्त कर वसूली की कार्रवाई प्रारंभ करने की कृपा की जाय।

प्रमुख अधिप्राप्ति।

ज्ञापक:-

3579

पटना,

दिनांक- 16.4.2014

प्रतिलिपि:-सभी जिला पदाधिकारी बिहार को निदेशानुसार सूचनार्थ समर्पित।

प्रमुख अधिप्राप्ति।

ज्ञापक:-

3579

पटना,

दिनांक- 16.4.2014

प्रतिलिपि:-सभी प्रमुख/उप आयुक्त, बिहार को निदेशानुसार सूचनार्थ सादर समर्पित।

प्रमुख अधिप्राप्ति।



Annex-4  
**बिहार स्टेट फूड एण्ड सिविल सप्लाय**  
**कारपोरेशन लि०, मधेपुरा**

30

पत्र संख्या .....

सेवा में,

दिनांक .....

श्री नितेश चौधरी  
 बाबा राईस मिल, मुरलीगंज, मधेपुरा।

विषय :-

अधिप्राप्ति वर्ष 2012-13 में एकरारनामा के आलोक में मिलिंग हेतु प्राप्त धान के विरुद्ध जमा सी० एम० आर० के संबंध में।

महाशय,

उपर्युक्त विषयक संबंध में कहना है कि आपके द्वारा अधिप्राप्ति वर्ष 2012-13 में एकरारनामा करते हुए मिलिंग हेतु कुल 22000 क्वी० धान एस० आई० ओ० के द्वारा प्राप्त किया गया जिसका 67% सी० एम० आर० चावल 14740 क्वी० होता है। आपके द्वारा एकरारनामा के शर्त के आलोक में भारत सरकार/ भा० खा० निगम द्वारा निर्धारित अंतिम अवधि 31.12.2013 तक कुल- 11880 क्वी सी० एम० आर० (चावल) भा० खा० निगम के सम्बद्ध गोदाम में जमा किया गया आपके यहाँ बकाया सी० एम० आर० के लिये नोटिस एवं व्यक्तिगत रूप से बार-बार आप से अनुरोध किया गया कि भारत सरकार/ भा० खा० निगम द्वारा निर्धारित अवधि दिनांक 31.12.2013 तक सभी सी० एम० आर० भा० खा० निगम के गोदाम में जमा करें परन्तु आपके द्वारा शेष- 2860 क्वी० सी० एम० आर० जमा नहीं किया गया। इस प्रकार भारत सरकार/ भा० खा० निगम द्वारा निर्धारित सी० एम० आर० का मूल्य 2165.56 रु० प्रति क्वी० के दर से अवशेष सी० एम० आर० 2860 क्वी० का कुल रुपये 6193502 रु० ( इकसठ लाख तेरनवे हजार पाँच सौ दो रु०) होता है जिसे आपको बिहार रा० खा० निगम के खाता में बैंक ड्राफ्ट 15 दिनों के अन्दर जमा करना है। जिसमें इस नोटिस के साथ माननीय उच्चन्यायालय का आदेश के अनुसार राईस मिलों द्वारा Open Market में चावल बेचकर बकाये राशि जमा करें। पत्रांक 4718 दिनांक 16.05.2014 संलग्न कर भेजी जा रही है।

विश्वासभाजन

जिला प्रबंधक  
 रा० खा० निगम  
 मधेपुरा।

झापांक 1283 दिनांक 17-05-2014

प्रतिलिपि :- जिलाधिकारी मधेपुरा को सादर सूचनाार्थ।

प्रतिलिपि :- प्रबंध निदेशक मुख्यालय पटना को सादर सूचनाार्थ।

जिला प्रबंधक  
 मधेपुरा।



# बाबा राईस मिल

उत्तम क्वालिटी चावल के निर्माता

सम्पर्क

मुरलीगंज (मधेपुर,  
बिहार, पिन-85212,  
9839703455  
9546434975

पत्रांक-

Amr 5

दिनांक- 10-6-2014

31

सेवा में,

जिला प्रबंधक,  
राज्य खाद्य निगम,  
मधेपुरा ।

विषय:- पत्रांक 1233 दिनांक 17.05.14 के जवाब के सम्बन्ध में।

महाशय,

उपरोक्त विषय के सम्बन्ध में कहना है कि आपके द्वारा उपरोक्त पत्र सी.एम.आर. का मुल्य रु० 6193502/- जमा करने हेतु कहा गया है। जबकि एकरारनामा के मुताबिक मुझे सिर्फ धान का मिलिंग करना है तथा सी.एम.आर. का उठाव निगम का करना था। आपके निदेशानुसार मैंने धान एवं सी.एम.आर. का परिवहन एवं हथलन स्वयं किया। उपरोक्त चावल जमा करने हेतु आपको बार-बार लिखित एवं मौखिक सूचना दी गई। फिर भी विभागीय लापरवाही के कारण मेरा सी.एम.आर. जमा नहीं हो सका। निगम द्वारा कोई सही निदेशानिर्देश प्राप्त नहीं हुआ। जिस कारण मेरे मिल पर सी.एम.आर. पाँच महीनों तक पड़ा रह गया एवं उसकी गुणवत्ता खराब हो गई।

अब जाकर निगम का आदेश आया है कि सी.एम.आर. का मुल्य 2365.56 के दर से भुगतान करने का निदेश दिया गया है। आपके आदेश पर 2365.56 के दर से सी.एम.आर. को कोई भी खरीदने को तैयार नहीं हुआ तथा चावल बेचना एकरारनामा के मुताबित मेरा काम नहीं है। मेरा काम सिर्फ मिलिंग करना है।

अतः श्रीमान् से निवेदन है कि बचा हुआ सी.एम.आर. को अपने स्तर से बाजार में बेचवाने की कृपा की जाय। सी.एम.आर. बिक्री से जो राशि मुझे प्राप्त होगी वह मैं निगम में जमा करा दूँगा। इसके लिए श्रीमान् का आभारी रहूँगा।

विश्वासभाजन  
मुझे सुभार चावल





TIN: 10481991094

Mo.: +91-9939703455, 9546434975

# बाबा साइस मिल



(उत्तम क्वालिटी चावल के निर्माता)  
मुरलीगंज, जिला: मधेपुरा-852122 (बिहार)



सेवा में

(39)

श्रीमान प्रकाश  
श्रीमान निवास  
मधेपुरा

विषय:- 2012-13 का ककाया खास जमा करने के  
संबंध में।

महोदय,

अप्रैल विषय के संबंध में कहना है कि  
जमा सं- 584920/10000229 के खाता  
सं- 32027234782 में दिनांक 31/5/14 को  
6,00,000 (छः लाख) रु खर्च दिनांक 6/6/14 को  
4,00,000 (चार लाख) रु जमा किया है।

आपका (2) प्र. सं. 469

7.6.14

Nishikant  
7/6/14

35

NSP, BGP, 2000 Fed, 7/2013

बैंक ऑफ इंडिया..... शाखा				
कृपया जारी/प्रेषित करें (चिन्तिह करें)	डी.डी.	पी.ओ.	एम.टी.	टी.टी.
शाखा <u>Machhapura.</u>				
कृपया निम्न पर इस्टा (आरटीजीएस) / इएफटी करें				
केन्द्र :	<u>State Bank of India.</u>			
बैंक :	<u>Machhapura.</u>			
श्री/सुश्री/डॉ./मै./के पक्ष में	<u>U.S.F.C.</u>			
<u>ACHN0-52027234782</u>				
रुपय / पे आर्डर / टीटी / आरटीजीएस / इएफटी की राशि				
विनिमय	रु	पै	रु	पै
उत्क वन्य	रु	पै	रु	पै
टेलीग्राम	रु	पै	रु	पै
कुल राशि	रु	पै	रु	पै
जन्म किए गए चेक या बकरी का ब्यौरा <u>600000</u>				
बैंक शाखा <u>1000534</u>				
प्राप्तकर्ता :				

BKIDN 1415741138

बैंक ऑफ इंडिया..... शाखा				
कृपया जारी/प्रेषित करें (चिन्तिह करें)	डी.डी.	पी.ओ.	एम.टी.	टी.टी.
शाखा				
कृपया निम्न पर इस्टा (आरटीजीएस) / इएफटी करें				
केन्द्र :	<u>B.S.F.C Machhapura</u>			
बैंक :				
श्री/सुश्री/डॉ./मै./के पक्ष में	<u>AIC</u>			
<u>22027234782</u>				
<u>SOIN/000/26</u>				
रुपय / पे आर्डर / एमटी/टीटी/आरटीजीएस / इएफटी की राशि				
विनिमय	रु	पै	रु	पै
उत्क वन्य	रु	पै	रु	पै
टेलीग्राम	रु	पै	रु	पै
कुल राशि	रु	पै	रु	पै
जन्म किए गए चेक या बकरी का ब्यौरा				
बैंक शाखा <u>Four Lakes RUPP</u>				
प्राप्तकर्ता :				





एस. एफ. सी. फार्म

बिहार स्टेट फूड एण्ड सिविल सप्लाइज कारपोरेशन लि०

भंडार -निर्गमादेश

BH 2348821

(स्टोर ईशू आर्डर)

संहिता सं०.....

पृष्ठ संख्या.....

सेवा में,

सहायक गोदाम प्रबन्धक (नाम से श्री सुरेन्द्र कुमार, प्रमारी-कय केन्द्र, वेलछी स्टॉक रखने वाले DM, B.S.F.C., Patna की ब्यादेशी सं०. 3362 तारीख 22.11.13 नीचे हर सामग्री के सामने जितनी-जितनी मात्रा दिखाई गयी है उतनी श्री ऐरना एगो इन्डस्ट्रीज नोमी साखे पुर सराय सेखपुरा, को कृपया दे दें। उन्होंने इन चीजों की कीमत निम्न प्रकार से जमा कद दी है-

कम सं० बैंक ड्राफ्ट सं०/नाजारत रसीद सं० दिनांक बैंक का नाम कुल रूपया

1 Amount Deposited in BOI Bikram UTR No BKIDH 13338907432 dt  
3.12.13

2

Rs.1,06,00,000=00

3

(-) Rs. 14,96,668=60

4

Rs. 91,03,331=40

योग (One Crore Six Lac Only)

वस्तु	बोरों की संख्या	शुद्ध तौल(बोरे का वजन छोड़कर)	दर	कीमत
1Auction	2	3	4	5
(1) चावल Paddy	3076.40.00	(Three thousand Seventy six Qts forty kg) Only	@486.50	Rs.1496668=60
(2) गेहूँ				
(3) चीनी				
(4) _____				
(5) _____				
(6) _____				
(7) _____				
जोड़ _____				

प्रमाणित किया जाता है कि ब्यादेशी (इण्डेण्टर) के सामग्रीयों का पूरा मूल्य उपरोलखित रूपया जमा कर दिया। मैंने उन्हें देखी और विरूपित किया है।

प्राप्तकर्ता का हस्ताक्षर  
तारीख.....200

जिला प्रबन्धक  
सहायक लेखा पदाधिकारी

Annexure - B - 8

~~Annexure - 4 Series~~

37

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
Civil Writ Jurisdiction Case No.9219 of 2014

Sanjay Kumar

Petitioner

Versus

The State of Bihar & Ors

Respondents

**Appearance :**

For the Petitioner/s : Mr. Shashi Bhashan Kumar, Advocate  
For the BSFC : Mr. R.S.Pradhan, Advocate with  
Mr.Shailendra Kumar Singh, Advocate

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

2 16-05-2014

Learned counsel for the petitioner submits that as against the demand of Rs.1,55,92,032/- by letter dated 30.4.2014 of the respondent Corporation the petitioner is willing to deposit Rs 28 lacs, 50% of the said amount within one week from today and the balance 50% within four weeks.

Let the petitioner deposit the aforesaid amount in terms of the undertaking through Demand Draft in favour of the Chief of Finance Bihar State Food and Civil Supplies Corporation Limited, Patna.

Subject to the aforesaid deposits being made, no coercive steps shall be taken against the petitioner for realization of the dues.

The writ application is admitted for hearing. It shall be heard along with CWJC No. 13746 of 2013. The order dated 16.2.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

Sd/-

(Ramesh Kumar Datta, J)

spal/-

CERTIFIED TO BE TRUE PHOTO COPY

ABR 17.5.14

GOVT. OF BIHAR  
REGISTRATION, EXCISE & REVENUE DEPT.  
PATNA SCORE PATNA  
COURT FEE  
STAMP DUTY 00000  
RECEIVED  
JUDICIAL  
17.5.2014  
8531357

CORRECTION

38

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.9221 of 2014**

Ajit Kumar

..... Petitioner

Versus

The State of Bihar & Ors

..... Respondents

**Appearance :**

For the Petitioner/s	:	Mr. Shashi Bhushan Kumar, Advocate
For the BSFC	:	Mr. R.S.Pradhan, Sr. Advocate with Mr. Shailendra Kumar Singh, Advocate
For the State	:	Mr.P.K.Verma, Sr. Advocate with Ms. Jahanara, AAG V

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

2. 16-05-2014

Learned counsel for the petitioner submits that as against the demand of Rs.1,44,95,804/- by letter dated 30.4.2014 of the District Manager, State Food and Civil Supplies Corporation, Nawadah, the petitioner is willing to deposit Rs 27 lacs, 50% of the said amount within one week from today and the balance 50% within four weeks.

Let the petitioner deposit the aforesaid amount in terms of the undertaking through Demand Draft in favour of the Chief of Finance, Bihar State Food and Civil Supplies Corporation Limited, Patna.

Subject to the aforesaid deposits being made, no coercive step shall be taken against the petitioner for realization of the dues.

The writ application is admitted for hearing. It shall be heard along with CWJC No. 13746 of 2013. The order dated 10.5.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

Sd/-

(Ramesh Kumar Datta, J)

GOVT. OF BIHAR  
REGISTRATION EXCEL & PROHIBITION DEPT.  
PATNA SCORE PATNA COURT  
COURT FEE PATNA  
78297 2576  
00000  
0000002  
17.5.2014  
INDIA

**COPYING**





41

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.9225 of 2014**

Panna Lal Das ..... Petitioner  
Versus  
The State of Bihar & Ors ..... Respondents

**Appearance :**  
For the Petitioner/s : Mr. Shashi Bhushan Kumar, Advocate  
For the BSFC : Mr. R.S.Pradhan, Advocate with  
Mr. Shailendra Kumar Singh, Advocate

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

2 16-05-2014

Learned counsel for the petitioner submits that as against the demand of Rs.1,97,03,771.89 by letter dated 2.5.2014 of the District Manager, State Food and Civil Supplies Corporation, Purnea the petitioner is willing to deposit Rs 36 lacs, 50% of the said amount within one week from today and the balance 50% within four weeks.

Let the petitioner deposit the aforesaid amount in terms of the undertaking through Demand Draft in favour of the Chief of Finance, Bihar State Food and Civil Supplies Corporation Limited Patna

subject to the aforesaid deposits being made, no coercive steps shall be taken against the petitioner for realization of the dues.

The writ application is admitted for hearing. It shall be heard along with CWJC No. 13746 of 2013. The order dated 10.5.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

sd/-

(Ramesh Kumar Datta, J)

spal/-

CONFIRMED TO BE TRUE PHOTO COPY

99E 2E7B-3666  
REGISTRATION: EICES & PROVISIONS DEPT  
PATNA SCORE PATNA  
GOVT. OF BIHAR  
JUDICIAL  
00000  
RS 00000222 19.5.2014  
375459  
INDIA  
\*Issued by the Court  
Patna High Court  
Authorization No. 2676

**COPY**

42

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.9227 of 2014**

Jitendra Kumar Thakur

..... Petitioner

Versus

The State of Bihar & Ors

..... Respondents

**Appearance :**

For the Petitioner/s	:	Mr. Shashi Bhushan Kumar, Advocate
For the BSFC	:	Mr. R.S.Pradhan, Sr. Advocate with Mr. Shailendra Kumar Singh, Advocate
For the State	:	Mr. Dilip Kumar, ACA GA 2

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

2 16-05-2014

Learned counsel for the petitioner submits that as against the demand of Rs.12,47,178.48 by letter dated 2.5.2014 of the District Manager, State Food and Civil Supplies Corporation, Purnea the petitioner is willing to deposit Rs 2.25 lacs, 50% of the said amount within one week from today and the balance 50% within four weeks.

Let the petitioner deposit the aforesaid amount in terms of the undertaking through Demand Draft in favour of the Chief of Finance, Bihar State Food and Civil Supplies Corporation Limited Patna.

Subject to the aforesaid deposits being made, no coercive step shall be taken against the petitioner for realization of the dues.

The writ application is admitted for hearing. It shall be heard along with CWJC No. 13746 of 2013. The order dated 16.5.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

*sd/-*

(Ramesh Kumar Datta, J)

**CORRECT COPY**

REGISTRATION & STAMP DEPARTMENT  
PATNA COURT, PATNA

01000

COURT FEE Rs. 000002

19.5.2014

BIHAR

INDIA

Authorization No. 2676

CERTIFIED TO BE TRUE PHOTO COPY

43

IN THE HIGH COURT OF JUDICATURE AT PATNA  
Civil Writ Jurisdiction Case No.9265 of 2014

Sujit Kumar

The State of Bihar & Ors

Versus

Petitioner

Respondents

Appearance :

For the Petitioner/s  
For the BSFC

: Mr. Shashi Bhushan Kumar, Advocate  
: Mr. R.S. Pradhan, Advocate with  
Mr. Shailendra Kumar Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE RAMESH KUMAR DATTA  
ORAL ORDER

2 16-05-2014

Learned counsel for the petitioner submits that as against the demand of Rs.1,01,64,922.10 by report dated 5.5.2014 of the District Manager, State Food and Civil Supplies Corporation, Supaul the petitioner is willing to deposit Rs 18 lacs, 50% of the said amount within one week from today and the balance 50% within four weeks.

Let the petitioner deposit the aforesaid amount in terms of the undertaking through Demand Draft in favour of the Chief of Finance, Bihar State Food and Civil Supplies Corporation Limited Patna.

subject to the aforesaid deposits being made, no coercive steps should be taken against the petitioner for realization of the dues.

The writ application is admitted for hearing. It shall be heard along with CWJC No. 13746 of 2013. The order dated 16.5.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

Sd/-

(Ramesh Kumar Datta, J)

spal/-

1599218 8726347  
JUDICIAL  
17.5.2014  
00000  
0000002  
INDIA  
COURT FEE  
PATNA SCORE PAT NA  
AUTHORIZATION NO. 2876

COPY

REGISTERED TO THE STATE PHOTOCOPY  
17.5.14