

C18-13
22/12

IN THE HIGH COURT OF JUDICATURE AT PATNA

(Civil Writ Jurisdiction)

CWJC No. _____ of 2014

Punam Kumari

_____ PETITIONER

VERSUS

The State of Bihar & Ors.

_____ RESPONDENTS

SUBJECT:- Trade and commerce

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The State of Bihar & Ors.

 RESPONDENTS

SYNOPSIS

- (i) Prayer :- For issuance of writ of Mandamus for direction to the respondents to pay the milling charge to the petitioner including the carriage charge which is provided by the petitioner for carrying the CMR (Rice) from mill to the Godown of the F.C.I. as per instruction of respondents where as in the agreement itself, the responsibility of carry CMR from the mill to the Godown was on B.S.F.C.
- (ii) For quashing the notice dated 17.05.2014 and not take any coercive step against the petitioner.
- (iii) For the other reliefs which may be granted to the petitioner in the facts and circumstances of this case.

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.
	-	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 SCOUR PATNA
COURT FEE

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Authorization No. 2673



भारत
सत्यमेव जयते
INDIA

U.P. 4...
STAMP DUTY
000 B0N-963/15
Rs. ≈ 0000285 ≈ 12.8.2014
375455 BIHAR
0692 6032406
Zero*Zero*Zero*Zero*Two*EightFive

P-17012
A-13 to
R. Kumar
13-8-14

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Shashi Bhushan Kumar
AOR-1428 13/8/14

IN THE HIGH COURT OF JUDICATURE AT PATNA

(Civil Writ Jurisdiction Case)

CWJC No.

of 2014

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

AND

In the matter of;

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.57,77,562/- 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?
- (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 Aayush Raj Enterprises, Sukhasan, 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 15th 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 13653.62 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 6480.00 quintal of rice(CMR) has been deposited in the godown of the FCI and 2667.93 quintal of CMR(rice) is remained to be deposited by the petitioner.

11. That the quantity shown in the notice as un deposited 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 June 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 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 respondents.

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

A Photocopy of relevant letter is annexed herewith and marked as Annexure- 3 to this writ application.

15. That it is also informed to the respondent no.6 that the CMR which is remained in the mill is detoriating 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.

16. 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.

17. 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.

18. That petitioner was served a demand notice vide letter no. 1233 dated 17.05.2014 for payment of Rs.57,77,562.00 For 2667.93 quintal CMR.

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

19. 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

lashes 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 is annexed as Annexure- 5 to this writ application.

20. 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.

21. 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 own responsibility and liability upon the petitioner in a very clever manner.

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

23. 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 unpursuant to the agreement with B.S.F.C..

24. 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-6 to this writ petition.

25. 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.

26. 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.

27. 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.

28. 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- 7 Series to this writ application.

29. 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.

30. 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 Punam Kumari, aged about 32 wife of Sri Sheo Chandra Kumar, resident of Sukhasan, P.S.-Singheshwer Asthan, District- Madhepura, do hereby solemnly affirm and state as follows :-

1. That I am Proprietor Aayush Raj Enterprises, Sukhasan, 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. are true to my knowledge and those made in paragraph nos. 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.

16725

I, Punam Kumari, who is identified by U.P. Yadav A.C. 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 13-8-14 R. Kumar

Punam Kumari
13.8.14
Identified the deponent -
U.P. Yadav A.C. to Mr. S.P. Singh
an Advocate p.H.C.

2
Advocate Gath Commission
MADHEPURA DISTRICT

R.N. 963/2014
13/8/2014



16824 10-10-1981 10-10-1981 45 ए.एस. रिकॉर्ड एम.डी.एस. को. (प.स. 1) मि.डी.एस. 2
बिहार BIHAR

H 346826

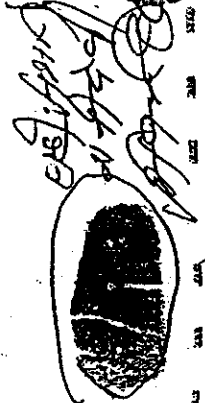
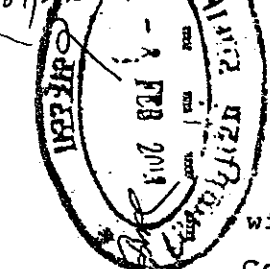
BIHAR STATE FOOD & CIVIL SUPPLIES CORPORATION LTD.

DEED OF AGREEMENT

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 (hereinafter called the first party).

I, the proprietor of M/S.. *Ayush Raj Rice Mill* declare that I am willing to mill, Bihar state Food & Civil supplies corporation Ltd's paddy lying at the *various* centre 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 (hereinaft

P. Kumar *P. Kumar*



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called the second party)

1. M/s. *Agush Raj Enterprises* Registration No. .
 10011100492 valid up to ..
 issued by Directors of Industry Government of Bihar
 and (VAT No.) will deliver raw
 rice/par boiled rice confirming to Government of India
 uniform specification for KMS 2012 -13 in 50 Kg. net
 packing.

2. The second party has monthly milling capacity of ..
 384 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 next lot of paddy is taken by him. The said
 Bank Guarantee of ₹. .1,00,00,000/-

..
) issued in favour of District Manager, Bihar State Food
 and Civil supplies corporation Ltd...

vide serial no. ... 143 dated 14.2.13
 has been submitted by the second party as per State
 Government instruction from time time to time.

3. The second party is at liberty to take paddy for
 milling as much as the quantity he requires 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 on in
 case he is not capable of furnishing Bank Guarantee, he has

P. Kumari *Purnom Kumari*

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bags (in which paddy is supplied to second party) will be deducted by the first party at the rate of 60% of new gunny bags at the purchase rate from DGs and 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, C.M.R so that the authorised representative of first party or Food and consumer protection Department can inspect the stock quantity and quality of CMR read 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 per 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 stencilled with blue colour showing name of the mill and station, crop, year, net weight, commodity variety and lot No.

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 and civil supplies corporation Ltd. Madhupur to the second part from different procurement centres.

Random Access

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11. The second party will submit daily/week /monthly report of rady CMR for delivery and status of paddy lying lying 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 ofrom 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 acceptabnce of CMR by Food corporation of India.

14. The second party also agrees to abide by the instructions issued by state of 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 & Orrissa Public Demands Recovery Act, 1914 by instituting Certificate case before the concerned District Certificate officer.

Purpan Kumar



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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.

[Handwritten signature]

District Manager,
Bihar state Food & Civil supplies
Corporation Ltd. M/S

[Handwritten signature]
Proprietor

Date:

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आयुष राज इंटरप्राइजेज

मो०नं०-9430012339
टीन नं०-
निबंधन सं०-

29

चावल निमार्ण

सुखासन-सिंहेश्वर, मधेपुरा

पत्रांक :-

सेवा में

दिनांक:-13/11/2019

जिला प्रमुख महोदय
राज्य खाद्य निगम
मधेपुरा

विषय- आपांक 3034 दिनांक 13-11-13 के अवसर के सम्बन्ध में
महोदय

'निवेदन पुरक कहना है की आपके द्वारा दिए हुए
जाग का चावल मेरे मिल पर बेजा पड़ा हुआ है।
की की एक ली भाई के लापरवाही के चलते
कमी तक मेरे बौदास में चावल पड़ा हुआ है।
इसकी सुचना में लुकी में भी दिया है प्रोब्लिक खण
लिखित एक ली भाई चावल लेने से डाना कानी
कर रहे हैं।

काम - प्रमाण से सहारेण है की
मेरे मिल पर बेजा पड़ा चावल का कालिख
उठाव करवाने की हुरा भी जाय इसके लिए
में प्रमाण का सदा कमी रहूगी

सुखासन

Ramesh Kumar

2019/11/13
Chakraborty



बिहार स्टेट फूड एण्ड सिविल सप्लाइज कॉरपोरेशन लि०,
सोन भवन, 5वीं मंजिल, वीरचन्द्र पटेल पथ-पटना ।

30

पत्र संख्या-
श्रेयंक-

3579

पटना,

दिनांक- 16.4.2014

प्रमुख अधिप्राप्ति,
मुख्यालय

सेवा में

सभी जिला प्रबंधक,
राज्य खाद्य निगम,
बिहार ।

विषय-

खरीफ विपणन मौसम 2012-13 अन्तर्गत केन्द्र सरकार द्वारा सी०एम०आर०
डिलीवरी की अवधि विस्तार अस्वीकृत घोषित करने के सम्बन्ध में ।

महोदय,

निदेशानुसार उपर्युक्त विषय के सम्बन्ध में उपरोक्ता मामले, खाद्य एवं सार्वजनिक
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 डिलीवरी की अवधि विस्तार की स्वीकृति
प्रदान नहीं की गई है ।

तदनुसार प्रत्येक जिले/मिलों के मालिकों को बोटिस के माध्यम से खरीफ विपणन
मौसम 2012-13 अन्तर्गत खरीफ निर्मादेश से निर्गत कुल अधिप्राप्ति धान के विक्रय सामान्यव्यवस्था
सी०एम०आर० की अन्तर्गत एवं आवश्यक मात्रा की केन्द्र सरकार द्वारा निर्धारित एवं भ०खा०निगम
द्वारा संसूचित दर यथा-2705.00/टन छप्पन एक सौ पैंसठ रुपये छप्पन पैसे मात्र)रु० प्रति बर्तों से
प्राप्त करने एवं कृषि कार्रवाई के आलोक में प्रमादी मिलावार प्राप्त कुल राशि की अद्यतन स्थिति से
निगम को अद्यतन करवाने 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 वांछित सूचना सहित प्रमादी मिलावार राशि की प्राप्ति की प्रारंभिक दर के आधार पर
वसूली की कार्य योजना प्राप्त कर सक्षम प्राधिकार से अनुमोदन प्राप्त कर वसूली की कार्यवाई प्रारंभ
करने की कृपा की जाय ।
अनुलग्नक-संशोधित ।

विश्वनाथभाजन

प्रमुख अधिप्राप्ति ।

ज्ञापांक:-

3579

पटना,

दिनांक- 16.4.2014

प्रतिलिपि:-सभी प्रमुख/उप प्रमुख/विशेष कार्य पदाधिकारी/शाखा प्रभारी को सूचनाएं
एवं आवश्यक कार्यवाई हेतु प्रेषित । प्रमुख दायी से अनुरोध है कि यथाशीघ्र जिला प्रबंधकों से वसूली
से संबंधित कार्य योजना प्राप्त कर सक्षम प्राधिकार से अनुमोदन प्राप्त कर वसूली की कार्यवाई प्रारंभ
करने की कृपा की जाय ।

प्रमुख अधिप्राप्ति ।

ज्ञापांक:-

3579

पटना,

दिनांक- 16.4.2014

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

प्रमुख अधिप्राप्ति ।

ज्ञापांक:-

3579

पटना,

दिनांक- 16.4.2014

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

प्रमुख अधिप्राप्ति ।



Annexure-4

बिहार स्टेट फूड एण्ड सिविल सप्लाय
कारपोरेशन लि०, मधेपुरा

31

पत्र संख्या

सेवा में,

दिनांक

श्रीमति पूनम कुमारी
आयूषराज राईस मिल, सुखवासन, मधेपुरा।

विषय :-

महाशय,

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

उपर्युक्त विषयक संबंध में कहना है कि आपके द्वारा अधिप्राप्ति वर्ष 2012 -13 में एकरारनामा करते हुए मिलिंग हेतु कुल 13653.62 क्वी० धान एस० आई० ओ० के द्वारा प्राप्त किया गया जिसका 67% सी० एम० आर० चावल 9147.93 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- 6480 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- 2667.93 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 2667.93 क्वी० का कुल रुपये 5777562 रु० (सन्तावन लाख सतहत्तर हजार पाँच सौ बांसठ रु०) होता है जिसे आपको बिहार रा० खा० निगम के खाता में बैंक ड्राफ्ट 15 दिनों के अन्दर जमा करना है। जिसमें इस नोटीस 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 1233 दिनांक 17-05-2014

प्रतिलिपि :- जिलाधिकारी मधेपुरा को सादर सूचनार्थ।

प्रतिलिपि :- प्रबंध निदेशक मुख्यालय पटना को सादर सूचनार्थ।

जिला प्रबंधक
मधेपुरा।

Amma 5

आयुष राज इन्टरप्राइजेज

मो० नं०-9430012339
टीन नं०-
निबंधन सं०-

चावल निमाण

32

सुखासन-सिंहेश्वर, मधेपुरा.

पत्राक -

सेवा सं

दिनांक:- 10-06-14

जिला प्रबन्धक मधेपुरा
राज्य खाद्य निगम
मधेपुरा

विषय- आपकी 1233 दिनांक 12-05-14 के पत्र के सम्बन्ध में

प्रहारा, उपरोक्त विषय के सम्बन्ध में कहना है की आपके द्वारा उपरोक्त पत्र सी एस आर का मुल्य 5777562=00 रूपमां जमा करने हेतु कहा गया है अपनी स्कारनामा के मुताबिक मुझे सिर्फ पार का मिलिंग करना है तथा सी एस आर का उठाव निगम को करना था आपके निदेशानुसार मैंने आठ एवं सी एस आर का परिवहन एवं हवालग एवं किम उपरोक्त चावल जमा करने हेतु आपको बार-बार लिखित एवं मौखिक सूचना दी गई फिर भी किमगीम उदासीनता के कारण मेरा सी एस आर / चावल जमा नहीं हो सका निगम के द्वारा कोई सही निवेदन प्राप्त नहीं हुआ जिस कारण मेरी मिल पर चावल पर्याप्त महीना तक पड़ा रह गया एवं उसकी गुणगना खराब हो गई

आव जाकर निगम का कोडेस फांला बी चावल का मुल्य 2365.56 के दर से मुआलाज करने का निवेदन दिनांक 10/05/14 को आप को भेजा पर 2365-56 के दर से चावल को कोई भी खरीदने का प्रयास न हुआ तथा चावल बेचना स्कारनामा के मुताबिक मेरा काम नहीं है मेरे काम सिर्फ मिलिंग करना है।
करीब 10/05/14 निवेदन है की मुझे मुआलाज चावल को खरीदने दार. से बेचने की हवा थी. आप इसके लिए मे प्रयास का सह काम ही करी रहूंगी

किमी काम में किम परन्तु, प्रामी व सिद्धांत किम

विष्णु माय
Rnamakumar

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 एग्री इन्डस्ट्रीज नोमी साखे पुर सराय सेखपुरा, को कृपया दें दें। उन्होंने इन चीजों की कीमत निम्न प्रकार से जमा कद दी है-

क्रम 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(बोरों 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 - 4 *[Signature]* 7-5-14

34

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 Bhishan 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 12.2.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

Sd/-
(Ramesh Kumar Datta, J)

CORRECTION

GOVT. OF BIHAR
REGISTRATION OFFICE & REVENUE DEPT
PATNA SCORE PATNA
COURT FEE
Rs. 0000002
17.5.2014
8531357

spa/-

CERTIFIED TO BE TRUE PHOTO COPY
ABR 17.5.14

35

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.Vermah, 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 10.2.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

Sd/-
(Ramesh Kumar Datta, J)

COPYING PROHIBITED

GOVT. OF BIHAR
REGISTRATION & PROVISION DEPT.
PATNA SCORE PATNA
00000002
17.5.2014
375458
INDIA
Authorization No. 2675

75286 5726

36

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

Sujit Kumar

..... Petitioner

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.1,01,64,922.10 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 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)

spal/-

REPRODUCED TO BE TRUE PHOTO COPY
Akhil
17-5-14
For Joint Report

REGISTRATION FEE & PROVISION COST
PATNA SCORE PATNA
00000
COURT FEE Rs. 0000002
17.5.2014
Munish Kumar
375455
INDIA
Authorization No. 2675

CORRECT COPY

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9224 of 2014

Bijay Chaudhary Petitioners
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
For the State : Mr. Rakesh Sinha, Advocate AAG 15

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.19,75,129.31 by letter dated 2.5.2014 of the District Manager, State Food and Civil Supplies Corporation, Purnea the petitioner is willing to deposit Rs 3.5 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 02.02.2014 passed in the said writ application shall mutatis mutandis apply to the case of the petitioner also.

sd/-
(Ramesh Kumar Datta, J)

spal/-

DECLINED TO BE TRUE PHOTO COPY
AUS 2014
2014

REGISTRATION CODE: JHARSUGAN DEPT.
PATNA, BIHAR
COMPTROLLER
Patna High Court
Bihar
375455
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17-5-2014
975R 8931317

39

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.

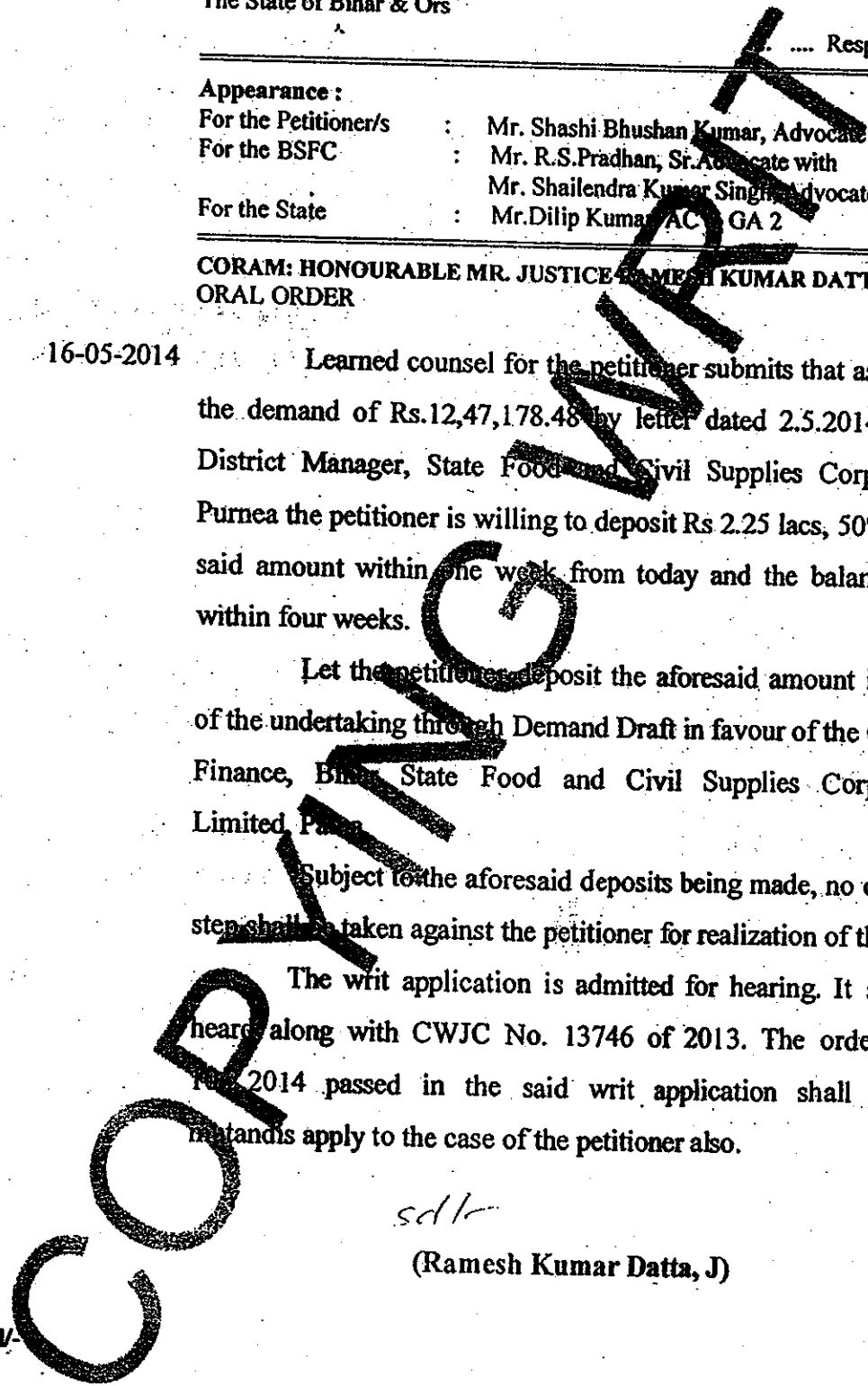
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(Ramesh Kumar Datta, J)

spal/-

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REGISTRATION NO. 13746 OF 2013
PATNA COURT JUDICIAL
01.00.00
COURT FEE Rs. 0000002
19.5.2014
BIHAR
375459
INDIA
Authorization No. 2575



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

Sujit Kumar

Versus

Petitioner

The State of Bihar & Ors

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 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)

spal/-

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CONFIRMED TO BE TRUE PHOTO COPY
AKS
For Justice Ramesh Kumar Datta 17-5-14

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17.5.2014
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COURT FEE IN DUPLICATE
PATNA SCORE PATNA
INDIA
Authorization No. 2675