



2026:CGHC:17153



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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 1663 of 2020

1 - Ramdeen Jaiswal S/o Shri Kunwar Singh Jaiswal Aged About 52 Years Occupation Incharge, Paddy Procurement Center Lormi, R/o Village Akharar, Police Station And Tahsil Lormi, District Mungeli, Chhattisgarh, Mob. No. 7389930209.

... **Petitioner(s)**

versus

1 - State Of Chhattisgarh Through Secretary Department Of Food, Civil Supplies And Consumer Protection Department, Mahanadi Bhawan, New Mantralaya Raipur, Police Station Rakhi, District Raipur, Chhattisgarh

2 - Collector (Food) Mungeli, District Mungeli, Chhattisgarh

3 - Assistant Registrar, Co Operative Societies Mungeli, Police Station, Tahsil And District Mungeli, Chhattisgarh

4 - Chief Executive Officer, Zila Sahkari Kendriya Bank Maryadit Nehru Chowk Bilaspur, Police Station Civil Line, Tahsil And District Bilaspur, Chhattisgarh

5 - Branch Manager, Zila Sahkari Kendriya Bank Maryadit Lormi, District Mungeli, Chhattisgarh

... **Respondent(s)**

For Petitioner(s)	:	Shri Ratnesh Kumar Agrawal, Advocate.
For State/Res	:	Shri Arpit Agrawal, PL.
For Respondent Nos.4 & 5:	:	Ms. Seema Verma appears on behalf of Shri Jitendra Shrivastva, Advocates.

Hon'ble Mr. Justice Amitendra Kishore Prasad
Order on Board

15/04/2026

- The Writ Petition has been filed against the order dated 25.07.2020 (Annexure P/1) passed by the Respondent No.2 wherein it has been directed to Respondent No.3 to initiate legal proceedings for recovery of



amount in respect of shortage of paddy and lodge the criminal case against erring officials. Thereafter, Respondent No.3 issued letter (Annexure P/2) dated 25.07.2020 wherein it was directed to the petitioner to deposit 258.38 quintal paddy within 3 days, failing which, criminal case will be lodged against him and recovery of the amount in respect of shortage of paddy will also be initiated.

2. Learned counsel for the petitioner submits that petitioner is holding the post of Manager and also worked as in-charge of Paddy Procurement Centre as mentioned in cause title of the writ petition. Petitioner purchased paddy under the Policy formulated by respondents. According to the tripartite agreement entered into between the parties, last / cut-off date for lifting of paddy in the *kharif* season 2019-2020 was till 28.02.2020, accordingly, petitioner purchased paddy. In the said agreement entered into between the parties, it is an obligation on the part of respondent – Marketing Federation to lift paddy from the Procurement Centre and to store in particular place within specified period. However, respondents - Marketing Federation failed to lift paddy purchased by petitioner society within specified time from the date of its purchase. Entire paddy purchased by society was dumped in the open sky at Paddy Procurement Centre under direct sunlight due to which moisture of paddy dried and had suffered loss of weight. He contended that after lifting and transportation of paddy from Paddy Procurement Centre, the petitioner are being harassed and threatened by the respondent authorities through the Police administration by calling him in the police station, keeping him sitting there for whole day and also threatening to register case against him, without following the due procedure as provided under the



Policy formulated by the State Government, providing the petitioner an opportunity to explain as to whether, there is any loss or not. Petitioner is also being called by the authorities and being threatened to fulfill the loss due to shortage of paddy, without there being any proper assessment of the shortage. The action on the part of respondents is *per se* illegal and arbitrary. The petitioner were not issued any show cause notice nor were given any intimation as to what was the actual loss. He also contended that earlier also similar actions were taken against which several writ petitions were filed in which this Court taking note of the clauses of agreement had permitted petitioner therein to avail remedy of arbitration under Clause-14 of the agreement and till decision of proceedings under the arbitration to be submitted before the Collector, interest of petitioner therein were also protected. He submits that case of petitioner are also on similar footing and therefore similar order may be passed in his favor.

3. Learned counsel for respondents opposes the submission of learned counsel for petitioner and submits that upon completion of upliftment and transportation of paddy purchased by petitioner at Paddy Procurement Centre, shortage of paddy was found, petitioner could not able to give proper and satisfactory reply and therefore, the proceeding have been initiated. However, learned counsel does not dispute the submission of learned counsel for petitioner based on Clause 5.6 and 14 of tripartite agreement. Learned counsel also does not dispute the submission of learned counsel for petitioner based on the order passed by this Court in similar writ petitions.



4. Learned State counsel also submits that as the loss of paddy is causing loss of State exchequer, and therefore the Collector has issued a direction to initiate appropriate proceedings for recovery of amount towards the loss of aforementioned quantity of paddy or for recovery of aforementioned quantity of paddy, hence, the action cannot be said to be arbitrary or illegal.
5. I have heard learned counsels for the respective parties and also perused the copy of tripartite agreement enclosed along with this writ petition.
6. The grievance of the petitioner is mainly that no action can be taken against the petitioner in the individual capacity if for any reason there is shortage in the quantity of paddy and that too unless and until some inquiry is conducted. Clause 5.6 of the Agreement reads as under :-

“5.6- विपणन संघ द्वारा प्रदाय की गई राशि से उपार्जन केन्द्र (समिति) द्वारा धान विपणन संघ को कम प्राप्त होने पर शेष राशि की वसूली समिति को प्रदाय कमीशन एवं अन्य अनुसांगिक मदों से राशि की कटौती की जावेगी । इसके उपरांत भी वसूली योग्य राशि शेष रहने पर जिला विपणन अधिकारी द्वारा छ.ग. राज्य सहकारी सोसायटी अधिनियम 1960 के अंतर्गत वसूली कार्यवाही हेतु सक्षम न्यायालय में प्रकरण दर्ज किया जावेगा ।”

7. Clause 14 of the Agreement provides for arbitration of the dispute between the parties, reads as under :-

“14- आर्बिट्रेशन :-

इस अनुबंध की किसी भी कण्डिका से संबंधित विवाद उत्पन्न होने की स्थिति में विवाद के निर्णय हेतु जिले में जिला कलेक्टर का निर्णय अन्तिम होगा जो उभयपक्षों को मान्य होगा। कलेक्टर द्वारा दिये गये निर्णय की अपील उभयपक्षों द्वारा संबंधित जिले के संभागीय आयुक्त को की जा सकेगी।...

8. Under clause 5.6 of the Agreement, there is specific provision as to the recovery of the loss suffered by the Marketing Federation to be made from the concerned Society, wherein primarily, it is to be recovered from the commission and other heads for which the Society is entitled, for their



services rendered in paddy procurement. If further amount is left, then the recovery proceedings is to be initiated under the Co-operative Societies Act, 1960.

9. Considering the submission of learned counsel for the petitioner, aforementioned relevant clauses of the agreement as also considering the copy of the policy formulated by the State Government which is placed before this Court for consideration, this writ petition is disposed of with a permission to the petitioner to file representation before the Collector in terms of Clause 14 of the Agreement within a period of 03 weeks from today. The Collector, in turn, shall adjudicate upon the grounds raised by the writ petitioner and will also be at liberty to invoke Clause -14 of the proforma agreement and to pass orders on representation at the earliest after receipt of representation. The petitioner are directed to cooperate in the proceedings of the inquiry, if any, conducted by respondent – Authority.
10. Considering the submission of learned counsel for the petitioner that the petitioner are being threatened for taking coercive action against him if he fails to meet out the shortage of paddy, it is directed that no coercive steps shall be taken against the petitioner if they submit the representation within specified time till decision on his representation.

Sd/-
(Amitendra Kishore Prasad)
Judge