



2026:CGHC:27081



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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 3158 of 2026**

1 - Sanjay Kumar Dharmendra S/o Shri Anand Ram Dharmendra Aged About 50 Years At Present Incharge Manager Of Seva Sahkari Samiti Maryadit Kamtha Paddy Procurement Center Kamtha R.N. No.1097 Add- Village Kamtha Post- Saloni, Tehsil Khairagarh Dist- Khairagadh Chhuikhadan Gandai (C.G.)

--- **Petitioner****Versus**

1 - State Of Chhattisgarh Through Secretary Department Of Co-Operative Mahanadi Bhawan Mantralaya Atal Nagar Raipur District- Raipur (C.G.)

2 - The Secretary Department Of Food And Civil Suppliers Mahanadi Bhawan Mantralaya Atal Nagar, Raipur District- Raipur (C.G.)

3 - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower -C Commercial Complex C B D Sector 21 Atal Nagar District- Raipur (C.G.)

4 - The Collector Dist- Khairagadh Chhuikhadan Gandai (C.G.)

5 - The District Marketing Officer Dist- Khairagadh Chhuikhadan Gandai (C.G.)

6 - The Chief Executive Officer District Cooperative Central Bank Maryadit Rajnandgaon District- Rajnandgaon (C.G.)

7 - The Deputy Registrar Cooperative Society Dist- Khairagadh Chhuikhadan Gandai (C.G.)



8 - The District Food Officer Dist- Khairagadh Chhuikhadan Gandai
(C.G.)

--- Respondents

WPC No. 3164 of 2026

Arjun Ram Yadav S/o Shri Amoli Ram Aged About 47 Years At Present Incharge/manager Of Seva Sahkari Samiti Maryadit Bindora, Paddy Procurement Center Bindora R.N. 1400, Add - Village Bindora, Post Silhati, Tehsil Salo Dist - Kabirdham, Chhattisgarh.

---Petitioner

Versus

1 - State Of Chhattisgarh Through Secretary, Department Of Co-Operative, Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District - Raipur, Chhattisgarh.

2 - The Secretary Department Of Food And Civil Suppliers Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District - Raipur, Chhattisgarh.

3 - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower -C Commercial Complex Cbd Sector 21 Atal Nagar District - Raipur, Chhattisgarh.

4 - The Collector Dist - Kabirdham, Chhattisgarh.

5 - The District Marketing Officer Dist - Kabirdham, Chhattisgarh.

6 - The Chief Executive Officer District Cooperative Central Bank Maryadit Rajnandgaon, District - Kabirdham, Chhattisgarh.

7 - The Deputy Registrar Cooperative Society Dist - Kabirdham, Chhattisgarh.

8 - The District Food Officer Dist - Kabirdham, Chhattisgarh.

--- Respondents

WPC No. 3335 of 2026

Sailendra Singh Chandan S/o Shri Dhalendra Singh Chandan Aged About 30 Years At Present Incharge/ Manager Of Samiti Adim Jati Seva Sahkari Samiti Maryadit Amatola Paddy Procurement Center Amatola R.N. No. 1087, Address Village Khujji Post Khujji, Tehsil Dongarhgon, Distt. Rajnandgaon Chhattisgarh

---Petitioner

**Versus**

- 1** - State Of Chhattisgarh Through Secretary, Department Of Co-Operative, Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District Raipur Chhattisgarh
- 2** - The Secretary Department Of Food And Civil Suppliers Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District Raipur Chhattisgarh
- 3** - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower-C Commercial Complex C B D Sector 21 Atal Nagar District Raipur Chhattisgarh
- 4** - The Collector Distt. Mohla Manpur Ambagarh Chowki Chhattisgarh
- 5** - The District Marketing Officer Distt. Mohla Manpur Ambagarh Chowki Chhattisgarh
- 6** - The Chief Executive Officer Cooperative Central Bank Maryadit, Rajnandgaon, District Rajnandgaon Chhattisgarh
- 7** - The Deputy Registrar Cooperative Society Distt. Mohla Manpur Ambagarh Chowki Chhattisgarh
- 8** - The District Food Officer Distt. Mohla Manpur Ambagadh Chowki Chhattisgarh

--- Respondents

WPC No. 3336 of 2026

Prem Prakash Yadu S/o Shri Mohan Lal Yadu Aged About 66 Years At Present Incharge/ Manager Of Seva Sahkari Samiti Maryadit Saloni, Paddy Procurement Center Saloni R.N. No. 1019, Add- Block 8/e Street 37 Sector- 06, Bhilai, Tehsil Durg, Dist. Durg (C.G.)

---Petitioner

Versus

- 1** - State Of Chhattisgarh Through Secretary, Department Of Co-Operative, Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District Raipur (C.G.)
- 2** - The Secretary Department Of Food And Civil Suppliers Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District Raipur (C.G.)



- 3** - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower-C Commercial Complex Cbd Sector 21 Atal Nagar District Raipur, (C.G.)
- 4** - The Collector Dist. Khairagadh, Chhuikhadan, Gandai (C.G.)
- 5** - The District Marketing Officer Dist. Khairagadh, Chhuikhadan, Gandai (C.G.)
- 6** - The Chief Executive Officer District Cooperative Central Bank Maryadit Rajnandgaon District Rajnandgaon (C.G.)
- 7** - The Deputy Registrar Cooperative Society Dist. Khairagadh, Chhuikhadan, Gandai (C.G.)
- 8** - The District Food Officer Dist. Khairagadh, Chhuikhadan, Gandai (C.G.)

--- Respondents

WPC No. 3338 of 2026

Kirtan Sahu S/o- Shri Shyam Lal Sahu, Aged About 55 Years At Present Incharge/ Manager Of Seva Sahkari Samiti Maryadit Mohgao, Paddy Procurement Center Mohgao R.N No. 219, Add- Village Ranje, Post Ranje, Tehsil Salohara District- Kabirdham (C.G.)

---Petitioner

Versus

- 1** - State Of Chhattisgarh Through Secretary, Department Of Co-Operative, Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District- Raipur (C.G.)
- 2** - The Secretary, Department Of Food And Civil Suppliers Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur, District- Raipur (C.G.)
- 3** - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower- C Commercial Complex C B D Sector 21 Atal Nagar District Raipur (C.G.)
- 4** - The Collector District- Kabirdham (C.G.)
- 5** - The District Marketing Officer District- Kabirdham (C.G.)
- 6** - The Chief Executive Officer, District- Cooperative Central Bank Maryadit Rajnandgaon District- Kabirdham (C.G.)



7 - The Deputy Registrar Cooperative Society District- Kabirdham (C.G.)

8 - The District Food Officer District- Kabirdham (C.G.)

--- Respondents

WPC No. 3347 of 2026

Madhura Bhagel S/o Late Shri Keval Singh Bhagel Aged About 63 Years At Present Incharge / Manager Of Seva Sahkari Samiti Maryadit Vishrampur, Paddy Procurement Centre Vishrampur, And Paddy Procurement Central Sargipal R.N. No. 286 Add. - Village Gorgav, Post Gorgav, Tehsil Keskhal Distt- Kondagaon (C.G.)

---Petitioner

Versus

1 - State Of Chhattisgarh Through Secretary, Department Of Co-Operative Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur District- Raipur (C.G.)

2 - The Secretary, Department Of Food And Civil Suppliers Mahanadi Bhawan, Mantralaya, Atal Nagar, Raipur District- Raipur (C.G.)

3 - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower -C Commercial Complex C B D Sector- 21 Atal Nagar, District- Raipur (C.G.)

4 - The Collector, Distt- Kondagaon (C.G.)

5 - The District Marketing Officer Distt- Kondagaon (C.G.)

6 - The Chief Executive Officer, District- Cooperative Central Bank Maryadit Kondagaon Distt- Kondagaon (C.G.)

7 - The Deputy Registrar Cooperative Society Distt- Kondagaon (C.G.)

8 - The District Food Officer Distt- Kondagaon (C.G.)

--- Respondents

WPC No. 3356 of 2026

Surendra Kumar Sinha S/o- Shri Parmeshwar Ram Sinha, Aged About 49 Years At Present Incharge/ Manager Of Seva Sahkari Samiti Maryadit Motimpur, Paddy Procurement Center Motimpur R. N. No. 316, Add- Village Bhimbhori, Post Silhati, District- Kabirdham (C.G.)



---Petitioner

Versus

- 1 - State Of Chhattisgarh Through Secretary Department Of Co-Operative Mahanadi Bhawan Mantralaya Atal Nagar Raipur District- Raipur (C.G.)
- 2 - The Secretary, Department Of Food And Civil Suppliers Mahanadi Bhawan Mantralaya Atal Nagar Raipur District- Raipur (C.G.)
- 3 - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower -C Commercial Complex C B D Sector 21 Atal Nagar District- Raipur (C. G)
- 4 - The Collector District- Kabirdham (C.G.)
- 5 - The District Marketing Officer District- Kabirdham (C.G.)
- 6 - The Chief Executive Officer, District- Cooperative Central Bank Maryadit District- Kabirdham (C.G.)
- 7 - The Deputy Registrar Cooperative Society District- Kabirdham (C.G.)
- 8 - The District Food Officer District- Kabirdham (C.G.)

--- Respondents

WPC No. 3361 of 2026

Pekhlal Verma S/o- Shri Udit Ram Verma, Aged About 44 Years At Present Incharge/ Manager Of Seva Sahkari Samiti Maryadit Tolagaon, Paddy Procurement Center Tolagaon R.N. No. 1119, Add- Village Gadaitola, Tehsil Khairagarh, District- Khairagarh, Chhuikhadan, Gandai (C.G.)

---Petitioner

Versus

- 1 - State Of Chhattisgarh Through Secretary, Department Of Co-Operative Mahanadi Bhawan Mantralaya Atal Nagar Raipur District- Raipur (C.G.)
- 2 - The Secretary, Department Of Food And Civil Suppliers Mahanadi Bhawan Mantralaya Atal Nagar Raipur District- Raipur (C.G.)



3 - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower -C Commercial Complex C B D Sector 21 Atal Nagar District- Raipur (C. G)

4 - The Collector District- Khairagarh, Chhuikhadan, Gandai (C.G.)

5 - The District Marketing Officer District- Khairagarh, Chhuikhadan, Gandai (C.G.)

6 - The Chief Executive Officer, District- Cooperative Central Bank Maryadit Rajnandgaon, District- Rajnandgaon (C.G.)

7 - The Deputy Registrar , Cooperative Society, District- Khairagarh, Chhuikhadan, Gandai (C.G.)

8 - The District Food Officer District- Khairagarh, Chhuikhadan, Gandai (C.G.)

--- Respondents

WPC No. 3368 of 2026

Jasraj Sardul S/o Shri Lt. Bhaglal Sardul Aged About 44 Years At Present Incharge / Manager Of Seva Sahkari Samiti Maryadit Banskot, Paddy Procurement Center Banskot And Paddy Procurement Center Harvel R.N. No 380 Add Village Banskot Post Banskot Tehsil Baderajpur Dist. Kondagaon (C.G.)

---Petitioner

Versus

1 - State Of Chhattisgarh Through Secretary, Department Co -Operative Mahanadi Bhawan, Mantralaya Atal Nagar Raipur, District Raipur (C.G.)

2 - The Secretary, , Department Of Food And Civil Suppliers Mahanadi Bhawan, Mantralaya Atal Nagar Raipur, District Raipur (C.G.)

3 - The Managing Director Chhattisgarh State Cooperative Marketing Federation Limited Office At 6th Floor Tower -C Commercial Complex Cbd Sector 21 Atal Nagar District Raipur, (C.G.)

4 - The Collector Dist. Kondagaon (C.G.)

5 - The District Marketing Officer Dist. Kondagaon (C.G.)



- 6** - The Chief Executive Officer District Cooperative Central Bank Maryadit Kondagaon District Kondagaon (C.G.)
- 7** - The Deputy Registrar Cooperative Society District Kondagaon (C.G.)
- 8** - The District Food Officer Dist. Kondagaon (C.G.)

... Respondents

(Cause-title taken from Case Information System)

For Respective Petitioners	:	Mr. Nitesh Sahu, Advocate
For State	:	Dr. Arham Siddiqui, Panel Lawyer
For Respective Respondents	:	Mr. Harshal Chouhan and Ms. Khyati Adile, Advocate on behalf of Mr. Shashank Thakur, Advocate

Hon'ble Shri Amitendra Kishore Prasad, Judge

Order on Board

02.07.2026

1. Since common questions of fact and law arise for consideration in this batch of writ petitions, all these matters were clubbed together, heard analogously and are being decided by this common order.
2. The controversy involved in the present batch of petitions broadly relates to the grievance of the petitioners, who are Managers/In-charge of different Paddy Procurement Centres run through Cooperative Societies, against the action/inaction of the respondent authorities in the matter of timely lifting and transportation of procured paddy from the respective procurement centres, the consequential shortage in weight on



account of natural dryage/loss of moisture due to delayed lifting, and the coercive steps allegedly being adopted by the authorities for recovery of such shortage from the petitioner-Societies and/or their functionaries, including threat of deduction, recovery and initiation of criminal proceedings/FIR.

3. For the sake of convenience, facts are being noticed from WPC No.3158 of 2026, which is treated as the lead case for disposal of the entire batch, as the issues involved in the remaining writ petitions are substantially similar in nature. In the said lead petition, the petitioner, who is stated to be the In-charge/Manager of Seva Sahkari Samiti Maryadit, Kamtha Paddy Procurement Centre, has essentially questioned the action of the respondent authorities in pressurising him to make good the shortage in paddy allegedly caused due to natural dryage/loss of moisture at the procurement centre and in threatening coercive recovery and criminal action on that basis. The petitioner has, inter alia, prayed for issuance of an appropriate writ directing the respondents to extend protection/benefit in respect of shortage caused due to dryage, to refrain from making coercive recovery or exerting pressure upon the petitioner for making up the alleged shortage from his own pocket, to consider the grievance of the petitioner in the light of the Paddy Procurement Policy and the earlier orders/circulars relied upon by him, to hold an appropriate enquiry regarding the actual cause of shortage and fixation of responsibility, and to grant such further consequential reliefs as



may be deemed just and proper in the facts and circumstances of the case. The petitioner in WPC No.3158 of 2026 has prayed for following relief(s) :-

“10.1. That, the Hon'ble Court may kindly be pleased to call for the records pertaining to impugned action of the respondents for the kind perusal of the Hon'ble Court.

10.2. That, the Hon'ble Court may kindly be pleased to direct the respondents to give also the protection of shortage due to dryness as earlier provided as well as same to be protection granted to the millars as in the order dated 15/05/2024 (P/5).

10.3 That, the Hon'ble Court may kindly be pleased to to direct the respondent No.3 to provide excess amount which has been invest to protect the paddy after 31 March to till date and zero shortage incentive (Protsahan) Amount.

10.4 That, the Hon'ble Court may kindly be pleased to to direct the respondent No.3 to 7 to stop harass the petitioner by making pressure through police to fill Zero shortage from own-cost.

10.5 That, the Hon'ble Court may kindly be pleased to to direct the respondent No.3 to 7 to make an enquiry and about the shortage is due to dry and find the liable person for punishment.



10.6. Any other relief which the Hon'ble Court may deem fit, in the interest of justice."

4. The case of the petitioners, in brief, is that they are working as Managers/In-charge of different Paddy Procurement Centres operated through Cooperative Societies and are engaged in procurement of paddy from farmers in accordance with the Paddy Procurement Policy framed by the State Government for the Kharif Marketing Season 2025-2026. In the lead case, the petitioner is posted as In-charge/Manager of Seva Sahkari Samiti Maryadit, Kamtha Paddy Procurement Centre. According to the petitioners, under the policy framework governing procurement, they were required to purchase paddy from the farmers, maintain the stock at the procurement centres and ensure its safe custody till lifting by the competent authorities.
5. It is the specific case of the petitioners that under the Paddy Procurement Policy and the tri-partite arrangement executed for procurement operations, the responsibility of lifting and transportation of the procured paddy from the procurement centres lay upon the respondent authorities, particularly MARKFED and the concerned district authorities. The petitioners contend that though paddy was procured during the period prescribed under the policy and the stock was duly stored at the procurement centres, the same was not lifted within the stipulated period. According to them, despite repeated oral requests, WhatsApp communications, written representations and even



legal notices issued to the concerned authorities pointing out that transportation/lifting had not commenced in accordance with the policy and agreement, no effective steps were taken by the respondents for timely lifting of the stock.

6. The petitioners further plead that on account of prolonged storage of paddy at the procurement centres and non-lifting of the stock even after expiry of the prescribed period, the paddy naturally lost moisture due to heat and climatic conditions, which resulted in shortage in weight. In the lead petition, it is stated that at Kamtha Paddy Procurement Centre a total quantity of 1,12,667.20 quintals of paddy was procured and the shortage allegedly found on account of dryness was 1,636.21 quintals, i.e. about 1.45% of the total procured quantity. The grievance of the petitioners is that though such shortage is attributable to natural dryage/loss of moisture caused by delayed lifting and not to any misappropriation or negligence on their part, the respondent authorities have been pressurising them to make good the said shortage from their own pocket and are threatening coercive recovery and registration of criminal cases/FIR against them.
7. It is also the pleaded case of the petitioners that they had consistently brought to the notice of the respondents that under the Paddy Procurement Policy, paddy purchased at the procurement centres was required to be lifted/transported within the stipulated time and that delay in lifting would inevitably result



in loss of moisture and consequential shortage in weight. The petitioners further assert that the State Government had, on earlier occasions, extended protection/benefit in respect of dryage shortage and had also granted certain relaxation to millers in the matter of shortage, yet no such protection has been extended to the petitioner-Societies. According to them, instead of considering their grievance and taking steps for condonation/exemption of the shortage caused due to delayed lifting and natural dryage, the respondents have chosen to recover the alleged deficiency from the petitioner-Societies and their functionaries, which has led to filing of the present batch of petitions.

8. Learned counsel appearing for the petitioners would submit that the impugned action of the respondent authorities in compelling the petitioners to fill up the alleged shortage in paddy is wholly arbitrary, illegal and contrary to the Paddy Procurement Policy governing the field. It is contended that the petitioners, being Managers/In-charge of the procurement centres, were only entrusted with the duty of procurement, storage and safe custody of paddy, whereas the obligation of lifting and transportation of the stock rested upon MARKFED and the concerned district authorities. Learned counsel would submit that despite repeated communications and requests made by the petitioners from the very initial stage of procurement, the authorities failed to ensure



timely lifting of the paddy and allowed the stock to remain at the procurement centres for months together.

- 9.** Learned counsel for the petitioners would further submit that the resultant shortage in weight is nothing but a consequence of natural dryage and loss of moisture caused due to delayed lifting, severe heat and prolonged storage, and therefore the petitioners cannot be saddled with liability for the same. It is argued that the respondents are seeking to protect the millers, who allegedly did not lift the paddy even after issuance of demand orders, and are instead adopting coercive measures against the petitioners by threatening deduction from commission, recovery from personal funds and initiation of criminal proceedings. It is also contended that while the State has extended protection to millers in the matter of shortage/dryage and had even granted benefit in previous years in favour of societies, the petitioners are being denied similar treatment without any rational basis. Learned counsel thus submits that the respondents ought not to be permitted to recover any amount from the petitioners towards shortage caused due to delayed lifting and natural dryage and that appropriate protection deserves to be granted to the petitioners against coercive action.
- 10.** Per contra, learned counsel appearing for the State/respondents as well as MARKFED would submit that no case for interference is made out in the present petitions. It is contended that under the



Paddy Procurement Policy for the Kharif Marketing Season 2025-

2026 there is no provision conferring any automatic right upon the petitioner-Societies to claim benefit of dryage shortage. It is further submitted that the petitioners, being in charge of the procurement centres and custodians of the stock, are responsible for proper maintenance and accounting of the paddy stored at the centres, and any shortage found in the stock is liable to be explained by the concerned Society/In-charge. Learned counsel for the respondents would submit that merely because the petitioners attribute the shortage to natural dryage, they cannot seek a writ restraining the respondents from taking action in accordance with the policy and the governing agreement. It is their submission that the respondents have acted in terms of the policy framework and that the writ petitions, being devoid of substance, deserve to be dismissed.

11. I have heard learned counsel for the parties at length and have perused the pleadings and documents annexed with the respective writ petitions.
12. Upon consideration of the rival submissions and the material placed on record, it appears that the core grievance raised in the present batch of petitions pertains to the shortage in paddy allegedly found at the respective Paddy Procurement Centres on account of natural dryage/loss of moisture during the period the stock remained stored there owing to non-lifting and delayed



transportation by the respondent authorities. In the lead case, the specific case of the petitioner is that at Kamtha Paddy Procurement Centre, against the total procurement of 1,12,667.20 quintals of paddy, shortage of 1,636.21 quintals, i.e. about 1.45%, has occurred only on account of natural dryness during prolonged storage after the respondents failed to lift the stock within the time contemplated under the Paddy Procurement Policy for the Kharif Marketing Season 2025-2026. The petitioners do not dispute the procurement of paddy or the shortage reflected in the stock; their contention, however, is that such shortage is not attributable to any misappropriation, defalcation or negligence on the part of the petitioner-Societies or their Managers/In-charge, but is the direct consequence of delayed lifting and transportation of paddy by the respondents and the concerned millers beyond the period prescribed under the policy and the governing arrangement.

- 13.** The petitioners have further placed reliance upon the policy provisions, the tri-partite agreement and the representations/legal notices submitted by them from time to time to contend that timely lifting of paddy was obligatory upon the respondent authorities and that, despite repeated requests, the stock was allowed to remain at the procurement centres, resulting in moisture loss and consequential reduction in weight. Their grievance is that, instead of examining the issue of shortage in the light of delayed lifting and considering their claim for



appropriate protection/relief in respect of dryage loss, the respondents have proceeded to fasten liability upon the petitioner-Societies and their functionaries by threatening recovery and coercive action. Since the controversy, therefore, essentially turns upon the obligations of the parties under the Paddy Procurement Policy and the agreement governing procurement, storage, lifting and transportation of paddy, it would be apposite to notice the relevant policy provisions at this stage. Under the Paddy Procurement Policy of the State Government for the Kharif Marketing Session 2025-2026, there are specific provisions i.e. clause 15.9 and clause 16.3, which address the subject issue and are reproduced below :

“15.9 धान उपार्जन केन्द्रों में संग्रहित धान के लिए कोई सूखत मात्रा मान्य नहीं होगी।

16.3 धान के परिवहन हेतु निर्धारित परिवहनकर्ता द्वारा परिवहन न किये जाने पर आवश्यकतानुसार स्वीकृत परिवहन दर पर किसी भी परिवहनकर्ता से परिवहन का कार्य कराया जा सकता है। मार्कफेड द्वारा परिवहन नहीं कराये जाने की स्थिति में स्वीकृत परिवहन दर पर समितियों द्वारा धान का परिवहन कराया जावे। इस हेतु समिति उसे धान भण्डारण व सुरक्षा मद अथवा प्रासंगिक व्यय के मद में प्रदत्त अग्रिम राशि का उपयोग परिवहन देयकों के भुगतान हेतु कर सकेगी तथा ऐसे व्यय की प्रतिपूर्ति



विपणन संघ द्वारा समिति को की जाएगी। समितियों द्वारा धान परिवहन कराये जाने पर संग्रहण केन्द्रों में धान भण्डारण करने हेतु उचित व्यवस्था मार्कफेड द्वारा की जावे।”

14. A perusal of the aforesaid policy provisions would show that the Paddy Procurement Policy governing the Kharif Marketing Season 2025-2026 does not, in express terms, provide for grant of any general or automatic dryage benefit to the petitioner-Societies in respect of shortage found in the procured paddy stock. On the contrary, Clause 16.3 of the Policy contemplates that in the event MARKFED fails to arrange transportation/lifting of paddy from the concerned procurement centres, the concerned Society itself may arrange transportation at the prescribed rates, whereafter the expenditure so incurred is to be adjusted by MARKFED. Thus, the principal grievance raised by the petitioners, namely, that shortage in paddy has occurred on account of natural dryage resulting from delayed lifting and transportation by the respondent authorities, cannot be adjudicated in the present writ proceedings de hors the terms of the governing Policy and the contractual arrangement operating between the parties.
15. Once the Policy itself does not envisage any straightaway permissible dryage and simultaneously provides a mechanism in relation to transportation of paddy in the event of default on the



part of MARKFED, the dispute raised by the petitioners would necessarily require examination in the light of the rights and obligations flowing from the policy framework and the agreement governing the field. The petitioner has entered into an Agreement with the respondents, wherein clause 5.6 of the said Agreement stipulates 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 उपरान्त 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 ।”

16. Likewise, Clause 13 of the Agreement provides the resolution of the disputes between the parties through arbitration, which reads as under:

“13- 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 जिले के संभागीय आयुक्त को की जा सकेगी ।”

17. Having considered the rival submissions, perused the material available on record and examined the Paddy Procurement Policy as well as the contractual framework governing the field, this



Court is of the considered opinion that the controversy involved in the present batch of petitions essentially arises out of the obligations and liabilities flowing from the agreement governing procurement, storage, lifting and transportation of paddy between the petitioner-Societies and the respondent authorities. The principal grievance of the petitioners is with regard to the shortage in paddy allegedly caused on account of delayed lifting, consequential loss of moisture/dryage and the proposed recovery thereof from the petitioner-Societies and their office bearers. Such a dispute, in the opinion of this Court, squarely falls within the realm of disputes arising out of implementation of the terms and conditions of the agreement/policy governing procurement operations. Once the agreement itself provides a specific and efficacious dispute resolution mechanism by way of arbitration under Clause 13, this Court is of the view that the petitioners ought to avail the said contractual remedy for adjudication of their grievances. In these circumstances, this Court is not inclined to entertain the present writ petitions on merits in exercise of its extraordinary jurisdiction under Article 226 of the Constitution of India.

- 18.** Consequently, while declining to examine the merits of the rival claims in the present writ petitions, liberty is reserved in favour of the petitioners to invoke the remedy available under Clause 13 of the agreement and raise all disputes arising out of the procurement arrangement before the competent authority/forum



contemplated thereunder. It shall be open to the petitioners to raise all available pleas before the said forum, including their grievance relating to alleged shortage in paddy, loss in weight on account of dryage/moisture evaporation, delayed lifting and transportation of paddy, the legality of the proposed recovery sought to be made from the petitioner-Societies and/or their Managers/In-charge, as well as their claim founded upon any policy circulars, past practice or alleged benefit extended in earlier years.

- 19.** It is made clear that in the event the petitioners invoke the aforesaid remedy and approach the competent authority/forum in terms of Clause 13 of the agreement, the same shall be considered and decided strictly in accordance with law and on its own merits, after affording due opportunity of hearing to all concerned parties. It is further clarified that this Court has not expressed any opinion on the merits of the rival claims, including the entitlement or otherwise of the petitioners to seek condonation/exemption of shortage caused due to delayed lifting and natural dryage of paddy, the liability of the concerned Society/In-charge in relation to such shortage, or the legality of any proposed recovery/coercive action, and all such questions are left open to be adjudicated by the competent authority in the arbitration proceedings.



20. With the aforesaid observations and liberty, all the writ petitions forming part of this batch stand disposed of.

21. There shall be no order as to costs.

Sd/-
(Amitendra Kishore Prasad)
Judge

Yogesh