



2026:CGHC:39419



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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 4593 of 2026

1 - M/s. Parbaling Paddy Process, Through Its Proprietor Naresh Agrawal S/o Shri Ghanshyam Agrawal, Aged About 57 Years, R/o Shri Laxmi Niwas, New Deepak Nagar, Durg, District - Durg (C.G.)

... Petitioner(s)

versus

1 - State Of Chhattisgarh Through Secretary, Department Of Food Civil Supplies And Consumer Protection, Mahanadi Bhawan, Mantralaya, Atal Nagar, Nava Raipur, District Raipur (C.G.)

2 - Chhattisgarh State Cooperative Marketing Federation Maryadit, Through Its Managing Director, Office Address - 6th Floor, Tower, - C, Commercial Complex C B D, Sector - 21, Atal Nagar, Nawa Raipur District Raipur (C.G.)

3 - Collector, Durg, District Durg(C.G.)

4 - District Marketing Officer, Durg District Durg (C.G.)

... Respondent(s)

For Petitioner(s)	:	Shri Abhinav Tiwari, Advocate.
For Respondent-MARKFED	:	Shri Animesh Tiwari, Advocate.
For State/respondent	:	Shri Anand Dadariya, Dy AG.

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

09/09/2026

1. Learned counsel for the petitioner submits that the present writ petition has been filed against the inaction on the part of Respondent Nos. 2 and 4 in not disbursing the incentive amount payable to the petitioner-firm towards the Custom Milling Work for Kharif Year 2022-23. It is submitted that, pursuant to the Contract Agreement executed between the petitioner-firm and the District



Marketing Officer, Clause 8.1.1 of the said agreement specifically provides for payment of an additional incentive at the rate of Rs. 120/- per quintal. However, contrary to the specific terms and conditions of the Contract Agreement, the respondent authorities have sanctioned/allotted the incentive amount only at the rate of Rs. 60/- per quintal, thereby causing substantial financial prejudice to the petitioner-firm and acting in clear violation of the contractual terms. Aggrieved by the aforesaid action/inaction, the petitioner-firm submitted a representation dated 20.08.2026 before the Respondent-Collector, requesting redressal of the grievance and resolution of the dispute in accordance with Clause 14.1 of the Contract Agreement. However, despite the said representation and the specific grievance raised by the petitioner-firm, no action whatsoever has been taken by the respondent authorities till date, leaving the petitioner-firm with no efficacious remedy except to approach this Court.

2. Learned counsel for respondent- MARKFED submits that at the first instance, the petitioner for redressal of his grievance has to approach the authorities for *amicable settlement*. Thereafter, the petitioner can also invoke clause 14 of the agreement arrived at between the parties which specifically provides for arbitration. He submits that the petitioner while invoking clause 14 has already approached the Collector through his representation dated 20.08.2026, as such, when the matter is pending consideration before the Collector, the petitioner ought to have pursued his representation.
3. Having heard learned counsel for the parties and considering the nature of the grievance raised by the petitioner, the present writ petition is **disposed of** with a direction to the Respondent-Collector to consider and decide the



representation dated 20.08.2026 submitted by the petitioner-firm by passing a reasoned and speaking order, within a period of 60 (sixty) days from the date of receipt/production of a copy of this order.

4. It is made clear that this Court has not expressed any opinion on the merits of the claim raised by the petitioner, and the Respondent-Collector shall take an independent decision on the representation in accordance with law.

Sd/-

(Amitendra Kishore Prasad)
Judge

Avinash