

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.3923/2022

The Cotton Corporation of India & Ors.

Vs.

The Agricultural Produce Market Committee, through its Secretary & Ors.

Office Notes, Office Memoranda of Coram, Court's or Judge's orders
appearances, Court's orders of directions
and Registrar's orders

Mr. S.V. Sohoni, Advocate for the Petitioners.

CORAM : MANISH PITALE, J.

DATED : 15th JULY, 2022.

Heard Mr. S.V. Sohoni, learned counsel for the
petitioners.

2. The petitioner – Corporation is a Government Company, which has approached this Court being aggrieved by order dated 07.03.2022, passed by the respondent No.2 - District Deputy Registrar of Co-operative Societies, Yeovatmal, whereby the petitioners have been directed to pay amount towards fee/commission to the respondent No.1 – Agricultural Produce Market Committee in the context of cotton purchased from the market area.

3. The principal contention raised on behalf of the petitioners is that, as per the policy of the Government, the petitioner – Corporation was bound to purchase cotton from the agriculturists at the minimum support price and that the provisions of the Maharashtra Agricultural Produce Marketing

(Development and Regulation) Act, 1963, ought not to prevail for the purpose of charging the aforesaid fee/commission.

4. Specific reliance is placed on judgment of the Hon'ble Supreme Court in the case of ***Krishi Upaj Mandi Samiti, Narsinghpur Vs. Shiv Shakti Khansari Udyog and Others*** reported in ***(2012) 9 SCC 368***, wherein the Hon'ble Supreme Court, in similar circumstances, held that the concerned Market Act would not prevail over the sugarcane control order, issued under the relevant Act, whereby sugar was to be purchased as per policy of the Government.

5. Issue notice to the respondents, returnable on 19th September, 2022.

6. It is brought to the notice of this Court that the petitioners have already paid half of the amount claimed by the respondent No.1 and that the amount reflected in the impugned order, is the balance amount.

7. In view of the above, there shall be *ad-interim* stay in terms of prayer Clause (ii) until further orders.

JUDGE