

IN THE HIGH COURT OF JHARKHAND AT RANCHI

W.P. (C) No. 2538 of 2026

M/s Maa Tara Transport, having its office at near Old Bridge, Barganda, P.O. and P.S. Barganda, District- Giridih, Jharkhand through its Proprietor namely Ajay Kumar Sharma, aged about 54 years, son of Rameshwar Sharma, Barganda Road, P.O. Barganda, P.S. Giridih, District- Giridih, Jharkhand.

... .. Petitioner

Versus

1. Food Corporation of India through its Chairman and Managing Director, having its head office at Barakhamba Lane, New Delhi, P.O. and P.S. Barakhamba, District-New Delhi.
2. The General Manager (Jharkhand), Food Corporation of India having its Regional Office at New Collectorate Building, Block-A, 4th Floor, Kutchery Road, P.O. GPO and P.S. Kotwali, District- Ranchi, Jharkhand.
3. The Divisional Manager, Food Corporation of India having its Divisional Office at 1st Floor, DS Galaxy, near Pragati Nursing Home, Steel Gate, Saraidhela, P.O. and P.S-Saraidhela, District- Dhanbad, Jharkhand.
4. The Manager (Contract), Food Corporation of India, having its Office at 1st Floor, DS Galaxy, near Pragati Nursing Home, Steel Gate, Saraidhela, P.O. and P.S Saraidhela, District- Dhanbad, Jharkhand.
5. The Assistant General Manager (Contract), Food Corporation of India having its Regional Office at New Collectorate Building, Block-A, 4th Floor, Kutchery Road, P.O. GPO and P.S. Kotwali, District- Ranchi, Jharkhand.
6. M/s Sanjeev Kumar through its proprietor, having its office at Kaushalya Residency, Nageshwar Colony, Boring Road, P.O. and P.S. Boring Road, District- Patna.

.... ... Respondents

CORAM : HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner	:	Mr Indrajit Sinha, Advocate Mr Ankit Vishal, Advocate
For the Respondents	:	Mr Nipun Bakshi, Advocate Mr Shubham Sinha, Advocate Mr Mrinal Singh, Advocate

02 /Dated: 23.04.2026

1. Heard the learned counsel for the parties.
2. Mr Indrajit Sinha, learned counsel for the petitioner, on instructions, seeks leave to withdraw this petition with liberty to explore the possibility of resolution of this dispute by invoking Clause XVIII (b) of the contract between the parties.
3. Learned counsel for the respondents states that the petitioner, by communication dated 10.12.2025, had already requested for the intervention

and dispute resolution under the above clause, but according to him since this was before the termination of the contract, the same might be pre-mature.

4. Accordingly, Mr Sinha, without prejudice, submits that the petitioner will, within two weeks from today, make a fresh request in terms of the above clause of the contract.

5. Learned counsel for the respondents states that if the fresh request is made, then, the same could be disposed of in accordance with law and on its own merits, as expeditiously as possible and in any event, within six weeks from the date of receipt of such request. This statement is accepted and the concerned respondents are directed to act accordingly.

6. Should the dispute between the parties not be settled under the dispute resolution clause, referred to above, we think that the parties should explore the possibility of sorting out their dispute through mediation. This is only a hope that we are expressing in this matter and nothing further. If ultimately, the disputes are not sorted out, then, it will be open to the petitioner to seek the ordinary remedies provided under the law. All contentions of all the parties are left open since we have not examined or adjudicated upon any of the issues raised in this petition.

7. The petition is, accordingly, disposed of as withdrawn with the aforesaid liberty.

8. All concerned must act on an authenticated copy of this order.

(M.S. Sonak, C.J.)

(Rajesh Shankar, J.)

April 23, 2026
Ranjeet / R.Kr.
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