

GAHC040018632025



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)
(ITANAGAR BENCH)

Case No. : IA(C)/274/2025

Smti Techi Talita
Wife of Shri Takam Sorang, C/o Late Techi Karap, Opposite St Thomas School,
Damsite, Naharlagun, PO and PS Naharlagun, Papum Pare District, Arunachal
Pradesh.

VERSUS

M/s T M Enterprise and 4 Ors
having its registered office at Boleng, PO and PS Boleng, East Siang District,
Arunachal Pradesh, represented by Shri Toko Tei, Son of Lte Toko Rika, Power of
Attorney holder, resident of Village Deed, PO Deed, PS Yachuli, Keyi Panyor
District, Arunachal Pradesh and presently residing at C Sector, Naharlagun, PO and
PS Naharlagun, Papum Pare District, Arunachal Pradesh.

2:The State of AP
Age: 0
Occupation :
represented by the Secretary (Food and Civil Supplies)
Govt of Arunachal Pradesh
Civil Secretariat
Itanagar.

3:The Director of Civil Supplies
Age: 0
Occupation :
Govt of Arunachal Pradesh
Naharlagun.

4:The Deputy Commissioner
Age: 0
Occupation :
East Siang District
Pasighat

Arunachal Pradesh.

5:The District Food and Civil Supply Officer

Age: 0

Occupation :

East Siang District

Pasighat

Arunachal Pradesh

Advocate for the Petitioner : Dakjum Riba,

Advocate for the Respondent : Neelam Taje,

Linked Case : WP(C)/228/2025

M/s T M Enterprise

Age: 0

Occupation :

Address:having its registered office at Boleng

PO and PS Boleng

East Siang District

Arunachal Pradesh

represented by Shri Toko Tei

Son of Lte Toko Rika

Power of Attorney holder

resident of Village Deed

PO Deed

PS Yachuli

Keyi Panyor District

Arunachal Pradesh and presently residing at C Sector

Naharlagun

PO and PS Naharlagun

Papum Pare District

Arunachal Pradesh.

VERSUS

The State of AP and 3 Ors

Age: 0

Occupation :

Address:represented by the Secretary (Food and Civil Supplies) Govt of Arunachal Pradesh

Arunachal Pradesh Civil Secretariat

Itanagar.

2:The Director of Civil Supplies
Age: 0
Occupation :
Address:Govt of Arunachal Pradesh
Naharlagun.

3:The Deputy Commissioner
Age: 0
Occupation :
Address:East Siang District
Pasighat
Arunachal Pradesh.

4:The District Food and Civil Supply Officer
Age: 0
Occupation :
Address:East Siang District
Pasighat
Arunachal Pradesh.

Advocate for : Neelam Taje
Advocate for : GA (AP) appearing for The State of AP and 3 Ors: Advocate ,
appearing for 2, 3, 4, respectively.

**BEFORE
HONOURABLE MR. JUSTICE KARDAK ETE**

ORDER

Date : 26-06-2026

26.06.2026

Heard Ms. D. Riba, learned counsel for the applicant. Also heard Mr. N. Taje, learned counsel for the opposite party No. 1/writ petitioner; Mr. K. Tabang, learned counsel appearing on behalf of Mr. T. Jamoh, learned Standing Counsel, Food and Civil Supplies Department, for respondent Nos. 2, 3 and 5; and Mr. Y. Riram, learned State counsel appearing for respondent No. 4.

2. This is an application seeking impleadment of the applicant in the connected WP(C) No. 228 of 2025.

3. The opposite party No. 1/writ petitioner has filed the aforesaid writ petition praying for a direction to release the pending outstanding bill of Rs.13,93,13,250/- (Rupees Thirteen Crore Ninety-Three Lakhs Thirteen Thousand Two Hundred Fifty only) on account of the execution of the work of carriage contract for transportation of food items under the Public Distribution System (PDS) to 11 (eleven) villages under Boleng Sub-Division, Siang District, Arunachal Pradesh. It is stated that the proprietor of opposite party No. 1, being a family friend of the applicant, had entrusted the work of carriage and transportation of food items in respect of the aforesaid villages to the applicant, who accordingly carried out the work.

4. An agreement was entered into between the opposite party No. 1/writ petitioner and the applicant whereby the applicant was entrusted with the responsibility of pursuing the release of payment in respect of the said work, for which the applicant was to be paid 9% of the total bill amount.

5. Ms. D. Riba, learned counsel for the applicant, submits that the applicant had executed the work on behalf of the writ petitioner and had throughout been pursuing the release of the outstanding bill in terms of the agreement entered into between the parties. However, suppressing the fact regarding the execution of the work and the applicant's role in pursuing the payment under the oral and written agreements, the writ petitioner has surreptitiously approached this Court seeking release of the outstanding bill amount for the work executed through the applicant. Therefore, she submits that the applicant is a necessary party to be impleaded in the writ proceeding.

6. Vehemently objecting to the prayer for impleadment, Mr. N. Taje, learned counsel for the opposite party No. 1/writ petitioner, submits that the applicant was only entrusted with the responsibility of securing the release of the

outstanding amount from the Department, whereas the work itself was executed by the opposite party No. 1/writ petitioner. He further submits that despite the lapse of nearly 21 years, the applicant failed to secure the release of even a single penny, whereupon the opposite party No. 1/writ petitioner revoked the agreement by issuing a notice to the applicant. Therefore, according to him, the applicant has no connection with the claim raised in the connected writ petition. If at all the applicant is aggrieved by the revocation of the agreement, she may seek appropriate relief before the competent forum. In any event, she is neither a necessary nor a proper party in the connected writ petition.

7. Considered the submissions of the learned counsel for the parties and perused the materials available on record.

8. Admittedly, the parties had entered into an agreement whereby the applicant was entrusted to pursue and secure the release of the outstanding bill amount in respect of the execution of the carriage contract for transportation of food items under the Public Distribution System (PDS) to 11 (eleven) villages under Boleng Sub-Division, Siang District, Arunachal Pradesh. It is also noticed that the opposite party No. 1/writ petitioner had issued a notice to the applicant seeking cancellation of the Power of Attorney and thereafter, proceeded to cancel the same. The applicant, however, has disputed the said cancellation by contending that no such notice was ever received by her.

9. Be that as it may, the fact remains that the parties had entered into an agreement in relation to the aforesaid work, including the responsibility of securing the release of payment from the Department. Consequently, the applicant appears to have an enforceable interest arising out of the said agreement. The grievance raised in the writ petition pertains to a direction for release of the outstanding bill amount in respect of the carriage contract for

transportation of food items, in relation to which both the applicant and the opposite party No. 1 had agreed to execute the work and pursue the release of payment.

10. Having considered the above, I am of the considered view that the applicant would be a necessary party in the connected writ proceeding, namely, WP(C) No. 228 of 2025. Accordingly, the interlocutory application is allowed by permitting the applicant to be impleaded as respondent No. 6 in the connected writ petition.

11. It is ordered accordingly.

12. The interlocutory application stands disposed of.

JUDGE

Comparing Assistant