



CGHC010292932026



2026:CGHC:33384

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 4006 of 2026

1 - Kamalesh Soni S/o Late Prahalad Soni Aged About 53 Years At Present Asstt.Manager Of Seva Sahkari Samiti Maryadit Birendra Nagar, Paddy Procurement Center Birebdra Nagar R.N. 221, Add- Village Birendra Nagar, Tehsil S. Lohara District- Kabirdham, (Chhattisgarh)

2 - Lalit Sengar S/o Lakshaman Sengar Aged About 44 Years Clark Of Seva Sahkari Samiti Maryadit Dharamgarh, Paddy Procurement Center Dharamgarh, R.N. 1488, Add-Village- Dharamgarh, Tehsil S. Lohara, District- Kabirdham, (Chhattisgarh)

... Petitioner(s)

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 6 The Floor Tower-C Commercial Complex Cbd Sector 21, Atal Nagar, District- Raipur, Chhattisgarh

4 - The Collector Kabirdham, District- Kabirdham, (Chhattisgarh)

5 - The District Marketing Officer Kabirdham, District- Kabirdham, (Chhattisgarh)

6 - The Chief Executive Officer District Co-Opertive Central Bank Maryadit, Branch- Kabirdham, District- Kabirdham, (Chhattisgarh)

7 - The Deputy Registrar Co-Operative Society, Kabirdham, District- Kabirdham, (Chhattisgarh)

8 - The District Food Officer Kabirdham, District- Kabirdham, (Chhattisgarh)

... Respondent(s)

For Petitioner(s)	:	Shri Dinesh Tiwari, Advocate.
For State	:	Shri Shreyansh Mehta, PL.

For Respondent No.3 & 5	:	Shri Ramakant Pandey, Advocate.
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SB: Hon'ble Mr. Justice Amitendra Kishore Prasad

Order on Board

03/08/2026

1. Petitioners are Managers/In charge of Paddy Procurement Centre, Birendra Nagar and Dharamgarh, who run through Cooperative Societies and have filed this petition against the action/inaction of the respondent authorities in not lifting the paddy timely and transportation of procured paddy from the respective procurement centres. The shortage in weight is on account of natural dryage/loss of moisture due to delayed lifting. Further, 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.
2. At the outset, counsel for the parties submits that the issue in hand has already been dealt with by this Court in the matter of **Sanjay Kumar Dharmendra vs. State of Chhattisgarh and Others** passed in **WPC No.3158 of 2026** and other connected matters on **02.07.2026**. They refer to paragraphs 11 to 21 of the said order and pray for disposal of this Writ Petition in similar terms.
3. Paragraph Nos.11 to 21 of the said order reads as under:-

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 dehors 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 उपरांत 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.”

4. Since the issue in hand has already been dealt with by this Court in the matter of **Sanjay Kumar Dharmendra vs. State of Chhattisgarh and Others** passed in **WPC No.3158 of 2026 and other connected matters**, this Writ Petition also stands disposed of in terms with the observations/directions made in paragraph 11 to 21 of the said order.

Sd/-
(Amitendra Kishore Prasad)
Judge

Avinash