

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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LPA-461-2021(O&M)

Date of Decision: 09.01.2023

M/s Guru Nank Agro Products and Ors.

.....Appellants

Versus

Union of India and Ors.

.....Respondents

**CORAM: HON'BLE MR. JUSTICE G. S. SANDHAWALIA.
HON'BLE MR. JUSTICE GURBIR SINGH.**

Present: Mr. Daman Dhir, Advocate for the appellants.

Mr. Ashish Rawal, Advocate
for respondent No.1-UOI.

Mr. K.K. Gupta, Advocate
for respondents No.2, 3 and 10.

Mr. Anil Kumar Sharma, Advocate
for respondent No.7.

Ms. Deepali Puri, Advocate
for respondents No.6 and 8.

Mr. H.S. Randhawa, Advocate
for respondent No.9.

Mr. Abhay Pal Singh Gill, DAG, Punjab.

G. S. SANDHAWALIA,J (ORAL)

Challenge in the present LPA is to the judgment dated 04.05.2021 passed by learned Single Judge in CWP No.9258 of 2021. The issue before learned Single Judge was an communication issued by the respondents for procurement of fortified rice stocks and in the event of non-supplying of the same suspending the deliveries of customised milled rice of Kharif marketing Season 2020-2021.

Learned Single Judge dismissed the writ petition on the ground that the other alternative remedy of arbitration is available to the writ petitioners as such on various grounds including that the FCI intimated the

Punjab Government to supply sufficient quantity of fortified rice as per the target.

Counsel for the appellants submits that delivery of the rice has been done on earlier occasions. Vide order dated 30.11.2022, it has been noticed by this Court that dues required to be paid by the FCI has been disbursed to the State of Punjab/State Agency and reimbursement, if any, was to be done accordingly. Thereafter on 19.12.2022, it was noticed that dues, if payable to appellant Nos. 5, 9, 10, 11 and 12 have been cleared by the respondent-PUNSUP, as per the statement made by counsel for the PUNSUP. Counsel for the parties were *ad idem* that the appeal would not survive qua appellant No.3 and counsel for the State, respondent No.7 and respondents No.6 and 8, were directed that the dues payable to the appellants be disbursed.

Ms. Deepali Puri, Advocate for respondents No.6 and 8 submits that respective dues have been cleared whereas Mr. Anil Kumar Sharma, counsel for respondent No.7 while placing on record letter dated 06.01.2023 submits that no such miller (as mentioned in Memo of parties in LPA) was allotted to PSWC at Guruharsahsai for Custom Milling of Paddy during KMS 2020-21.

Mr. Daman Dhir, Advocate, for the appellants submits that the payments have not been made in accordance with the policy and therefore, submits that their dues are outstanding.

Keeping in view the fact that there has been arbitration clause *inter se* and it is also the reason for dismissal of the writ petition, we are of the considered opinion that due to the pendency of the litigation, the cause of action no longer subsists now due to subsequent developments. If there is

any dispute regarding the amount of payment if any, made, it is open to the millers to raise their claim as per the arbitration clause. Since the present petition involves disputed facts and it is settled principle that the writ court would not go into the arena of disputed issues and therefore, we will be handicapped while sitting in appeal regarding this aspect.

Accordingly the present appeal is disposed as having become infructuous.

**(G. S. SANDHAWALIA)
JUDGE**

**(GURBIR SINGH)
JUDGE**

January 09, 2023

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Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No