

Patna High Court - Orders

Adarsha Mahila Vikas Sahyog Sa vs Bihar State Khadi & Village In on 13 December, 2010

IN THE HIGH COURT OF JUDICATURE AT PATNA

CWJC No.16836 of 2009

1. ADARSH MAHILA VIKAS SAHYOG SAMITY LTD. THROUGH ITS SECRETARY DINA SAH LANE, MUNDICHAK, BHAGALPUR-812001, PRESENTLY OPERATIONAL OFFICE AT JAGANNATH SURI LANE, MANDROJA, P.S. KOTWALI, DISTT. BHAGALPUR
2. SUDHA JHA W/O SRI VIRENDRA KUMAR JHA, THE SECRETARY ADARSH MAHILA VIKAS SAHYOG SAMITY LTD., DINA SAH LANE, MUNDICHAK, BHAGALPUR-812001, PRESENTLY OPERATIONAL OFFICE AT JAGANNATH SURI LANE, MANDROJA, P.S. KOTWALI, DISTT. BHAGALPUR

Versus

1. BIHAR STATE KHADI AND VILLAGE INDUSTRIES BOARD THROUGH ITS CHIEF EXECUTIVE OFFICER MAHESH BHAWAN, GANDHI MAIDAN (EAST), PATNA
2. CHIEF EXECUTIVE OFFICER BIHAR STATE KHADI AND VILLAGE INDUSTRIES BOARD, MAHESH BHAWAN, GANDHI MAIDAN (EAST), PATNA
3. MANAGER BIHAR STATE KHADI AND VILLAGE INDUSTRIES BOARD, CENTRAL STORE, RADIUM ROAD, RANCHI
4. STATE OF BIHAR
5. PRINCIPAL SECRETARY GOVT. OF BIHAR, INDUSTRIES DEPTT., NEW SECRETARIAT, PATNA

For the Petitioner: Mr. Satya Prakash Sinha, Advocate For the State : Mr. Sajal K. Sinha, AC t6o GP
17

2. 13.12.2010 Heard learned Counsel for the petitioner and the learned Counsel for the State.

The claim of the petitioner, a Society registered under the Cooperative Societies Act, is for payment of its dues for an amount of Rs. 1,66,060.11 against the Bihar State Khadi and Village Industries Board.

Learned Counsel submits that the petitioner has represented on 5.3.2003 notwithstanding which the payment was not forth coming. Strong reliance is placed on an order of this Court in CWJC No. 13972 of 2001 when it is submitted that similar directions for payment have been issued against the Board.

In CWJC No. 13972 of 2001, it is apparent from paragraph 5 that the amount due was admitted and not in dispute. The defence was of paucity of funds. That has no application to the facts of the present case. The representation dated 5.3.2003 makes it apparent that the petitioner itself claims set off for its liabilities urging financial inability to meet the same and requesting that the liabilities be adjusted against the dues of the petitioner. That becomes a matter of accounting clearly beyond the purview of the writ court in a contractual claim for payment of an unspecified money claim.

The petitioner has represented on 5.3.2003. If it was not being acted upon, a Money Suit Could have been filed within the period of limitation. Long after the period of limitation has expired, obviously

in an attempt to over come the boundaries of the Limitation Act, the writ application has been preferred belatedly more than six years later.

There is no merit in this application. It is accordingly dismissed.

Snkumar/-

(Navin Sinha,J.)