

ALL ODISHA RICE MILLERS ASSOCIATION

S-3/36 , Sec-A, Zone-B, Mancheswar Indl. Estate, Bhubaneswar-751010

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Dated 17th April, 2014.

To,
The Managing Director,
Odisha State Civil Supplies Corporation Ltd,
C-2, Nayapalli,
Bhubaneswar-751012.

Dear Sir,

Sub: Improper imposition of Holding Charges for KMS 2012-13.

Most respectfully, we enclose copy of letter Dt.17.3.14 of M/s. Charampa Rice Mill Pvt. Ltd, Bhadrak addressed to CSO-cum-District Manager, Oscsc Ltd, **Bhadrak** with a copy to the undersigned on the above subject. As stated therein, an amount of Rs.4,75,385/- has been kept with-held towards holding charges for alleged delay in delivery of CMR though the entire CMR has been delivered within the stipulated period of 120 days as provided under the agreement.

In this connection, we would like to refer Clause-17(a) of the Agreement relating to Holding Charges which stipulates as follows:-

*“The custom miller shall be responsible for delivery of due CMR at designated rice receiving centers **within a maximum period of 120 days** of delivery of paddy to him. For this purpose **120 days period shall be counted from the date of release of paddy from joint custody & maintenance to the miller for custom milling by the Authorised Officer of the mill.**”*

As per above stipulation, the ***time taken for delivery of CMR is to be counted only from the date of release of paddy from Joint Custody & Maintenance account and not from the date of DC(Delivery certificate) as has been wrongly considered by the district office.*** As per details furnished in the enclosed statements by the miller, the ***delivery of resultant CMR*** against release of paddy as per release orders ***appears to be well within the maximum time limit of 120 days*** as per agreement and imposition of any ***holding charges are not applicable*** thereof. It may not be out of context to mention here that some times DC had to be modified for reasons like problem in delivery of rice ***or*** shortage of space at a particular depot or even due to subsequent change in the requirement of rice for TPDS at a different place.

Contd.... 2..

So far as the meaning of “*designated rice receiving centers*” is concerned, we may submit that the CMR can only be delivered against issue of DC and *since delivery of CMR is completed in full, it is quite logical to presume that the CMR must have been delivered finally to the designated depot only*. Any “xyz” depot can not take delivery of rice from a miller except against a written direction in the form of DC being issued by the designated authority.

In view of above, we most humbly request your honour to kindly issue suitable instructions to District Manager, Oscsc Ltd, Bhadrak to *1) re-calculate the time taken for delivery of rice in relation to actual date of rice delivery as per Rice Acceptance Notes and dates of paddy delivery as per Paddy Release Orders instead of dates of Delivery Certificates in order to find out if there is any delay in delivery of CMR beyond the admissible time of 120 days AND 2) to refund the with-held amount if the rice delivery is found to be within the admissible time limit as explained above.*

Hope, this will receive your honour’s immediate attention.

Encl: Copy of letter and statements.

Copy to: Commissioner-cum-Secretary,
FS&CW Dept, Odisha.

Yours faithfully,

Sd/-.
(Santosh Kr. Agrawal),
Secretary.