

(2019) 05 RAJ CK 0241
In the Rajasthan High Court
Case No : Civil Writ Petition No. 3263 Of 2019

Anil Kumar Choudhary

APPELLANT

Vs

State Of Rajasthan And Ors

RESPONDENT

Date of Decision : 30-05-2019

Acts Referred:

Forest (Conservation) Act, 1980 — Section 2
Constitution Of India, 1950 — Article 226

Citation : (2019) 05 RAJ CK 0241

Hon'ble Judges : Dr. Pushpendra Singh Bhati, J

Bench : Single Bench

Advocate : Manish Shishodia, Nitesh Mathur, Sandeep Shah, Akshiti Singhvi, Sumeha Kalla, Sanjeet Purohit

Final Decision : Partly Allowed

Judgement

1. This writ petition under Article 226 of the Constitution of India has been preferred claiming the following reliefs:

"(a) The impugned demand notice dated 31.12.2018 passed by Mining Engineer, Banswara (Annexure-9) may kindly be declared illegal and be quashed and set aside.

(b) The respondents be restrained from recovering any other amount towards NPV under the notification dated 01.04.2015 or otherwise and be restrained from interfering in mining activity undertaken by the petitioner.

(c) That the mining department be held responsible for deposit of NPV under the said notification dated 01.04.2015 or otherwise.

(d) That the amount deposited by the petitioner as NPV under the notification dated 01.04.2015 or otherwise may be ordered to be refunded with interest.

(e) Any other order or direction which the Hon'ble Court feels appropriate in favour of the petitioner in light of justice, equity and good conscience may also

be passed.

(f) Cost of the petition may kindly be awarded to the petitioner."

2. The matter is covered by the judgment rendered by this Court in M/s. Hari Priya Enterprises Pvt. Ltd. Vs. State of Rajasthan & Ors. (S.B. Civil Writ Petition No. 2824/2019 decided on 30.05.2019), which reads as under:-

"1. Since the controversy involved in all these writ petitions is common, therefore, they have been heard together and are being decided by this common judgment.

2. These writ petitions under Article 226 of the Constitution of India have been preferred claiming, in sum and substance, the following reliefs:

"(a) The impugned demand notice dated 08.01.2019 passed by Assistant Mining Engineer, Rishabhdev, Udaipur (Annexure-10) may kindly be declared illegal and be quashed and set aside.

(b) The respondents be restrained from recovering any other amount towards NPV under the notification dated 01.04.2015 (Annex.4) or otherwise.

(c) That the mining department be held responsible for deposit of NPV under the said notification dated 01.04.2015 (Annex.4) or otherwise.

(d) That the amount deposited by the petitioner as NPV under the notification dated 01.04.2015 (Annex.4) or otherwise may be ordered to be refunded with interest.

(e) Any other order or direction which the Hon'ble Court feels appropriate in favour of the petitioner in light of justice, equity and good conscience may also be passed.

(f) Cost of the petition may kindly be awarded to the petitioner."

3. For the sake of brevity and convenience, the facts, as pleaded in S.B. Civil Writ Petition No.2299/2019 are being taken for the purpose of the present adjudication.

4. The petitioner has been undertaking mining activity for the minor serpentine mineral within the mining lease allotted to him. The said lease is part of the cluster of mines located in and around Rishabhdev area in Tehsil Kherwada, District Udaipur and consists of 136 mining leases comprising of total mining area of 281 hectares.

5. The petitioner, like all other mine owners, exists and functions as an independent entity having independent NOC from all the Government Departments, individual lease deeds and individual duties and liabilities, as per the stipulations made in the relevant Rules and Regulations. The petitioner was granted the mining lease for a period of 20 years, which has now been extended for another 30 years. Though the Mining Association is there, but the petitioner is

an individual legal entity in light of the separate mining lease and separate obligations.

6. The crucial issue pertaining to the mining in question is that the land earmarked as 'forest land' under the provisions of the Forest (Conservation) Act, 1980, after the Central Government vide its letter dated 07.02.2000 addressed to the Secretary (Forests), Government of Rajasthan, has been diverted for the purpose of excavating serpentine mineral. The said diversion was for the lease period and the Mining Department, according to the policy, was required to deposit one time compensation charges with the Forest Department in lieu of the deforestation and also to bear the cost afforestation. The said policy letter dated 07.02.2000 is on record as Annexure-1.

7. The petitioner deposited the one time amount as consideration/compensation for diversion of the forest land coming in the said Rishabhdev cluster and such funds were thus diverted to the Forest Department. All the 136 lease holders were basically required to deposit the Net Value of Forest Land at the given point of time.

8. It is also on record that the land measuring 332.77 hectares has been allotted to the Forest Department reciprocally as compensation for the loss of the aforementioned forest land diverted for the use of the Mining Department. The monetary compensation paid was supposed to facilitate afforestation and plantation etc., in the lands so allotted to the Forest Department.

9. The Government of India, through the Ministry of Environment, Forests and Climate Change, issued a notification on 01.04.2015 mentioning therein that as per the Mines and Minerals (Development & Regulation) Amendment Ordinance, 2015 promulgated by the Central Government on 12.01.2015, there would be no renewal of any mining lease in future and the tenure of present mining lease shall be of 50 years subject to the validity of approvals accorded under Section 2 of the Forest (Conservation) Act, 1980, which shall be extended upto a period co-terminus with the period of mining lease.

10. The State Government was thereafter required to realize the Net Present Value (for brevity, 'NPV') from the user agency i.e. Mining Department within a period of two years from the date of notification dated 01.04.2015, and the amount was to be kept by the Government in 'CAMPA Fund' for maintaining the ecological balance of the area. Such rules were initially made for Minor Minerals, and consequently, the mining policy issued by the Government of Rajasthan on 01.03.2017, extended these mining lease periods to 50 years. The user agency i.e. the Mining Department thus, was required to deposit the NPV in two years in two equal installments, and according to this, the last date to pay the amount was 28.02.2019.

11. Thereafter, a notice was issued by the Deputy Conservator of Forest, Udaipur addressed to the Assistant Mining Engineer, Mines and Geology Department, Rishabhdev, District Udaipur on 17.10.2017 so as to demand therein that in

pursuance of the order dated 28.03.2008 passed by the Hon'ble Supreme Court in T.N. Godavarman Thirumulpad (104) Vs. Union of India & Ors., reported in (2008) 7 SCC 126 and the notification issued by the Environment Ministry on 05.02.2009, the total present NPV of the aforementioned cluster land admeasuring 281 hectares is Rs.17,59,06,000/-, which has to be deposited in the its Bank Account. As per the said notice, the amount of NPV, which comes to Rs.6,26,000/- per hectare, was calculated on the basis of circulars as well as the stipulations made in the judgment of the Hon'ble Apex Court in T.N. Godavarman Thirumulpad (104) Vs. Union of India & Ors. (supra), the relevant portion of which reads as under:

Eco-value class

Very

dense

Dense forest

Open forest

forest

Class I

10,43,000

9,39,000

7,30,000

Class II

10,43,000

9,39,000

7,30,000

Class III

8,87,000

8,03,000

6,26,000

Class IV

6,26,000

5,63,000

4,38,000

Class V

9,39,000

8,45,000

6,57,000

Class VI

9,91,000

8,97,000

6,99,000

12. As the pleaded facts would reveal, the respondents have multiplied the stipulated NPV by 281 hectares while taking into consideration the 62 mining leases, which are lying vacant and also while taking into consideration the roads and miscellaneous places used for infrastructural parking bringing the NPV to Rs.14,40,000/- per hectare, as per the demand notice dated 17.10.2017.

13. The Assistant Mining Engineer, Rishabhdev, Udaipur vide letter dated 26.10.2017 addressed to all the mining lease holders raised a demand of Rs.14,40,000/- per hectare per lessee, which was to be deposited as NPV for diversion of the forest land. The demand was raised while mentioning that since the validity of the mining lease has been extended to 50 years, therefore, the NPV decided by the officials of the forest department has to be deposited.

14. The Deputy Inspector General of Forests vide letter dated 30.11.2017 to the Principal Secretary/Principal Secretary (Forests), all State/UTs has informed that the validity of the mining lease shall be co-terminus with the period of the mining lease. It has been further mentioned therein that the NPV shall be realized from the State Government, in whose favour the Forest Clearance has been granted, and who as well, is the user agency, in two equal installments within two years of enforcement of the policy.

15. The petitioner alongwith 63 mining lease holders, coming under the cluster, deposited a sum of Rs.8,79,53,196/- on pro rata basis at the rate of Rs.14,40,000/- per hectare on 25.10.2017 under protest with the Mining Department, despite the fact that the mining lease was granted to the petitioner in the year 1997, and the amount of compensation in lieu of diversion of the forest land was already deposited by him and all the other mining lease holders way back in the year 2001; some of the deficit amounts were subsequently asked to be deposited and the same were accordingly deposited.

16. The position that arose was that only 63 mining lease holders including the petitioner deposited the said amount and rest of them out of total 136, either surrendered their leases or their leases were cancelled with the land lying unutilized with the Mining Department. Thus, the amount was deposited only by the 63 mining lease holders including the petitioner.

17. Mr.Manish Shishodia assisted by Mr. Nitesh Mathur, learned counsel for the

petitioners submits that the petitioners are absolutely independent mining entities and have absolutely no direct legal existence except for their own.

18. Learned counsel for the petitioners however, stated that there was a Green Marble Association for general representation and general coordination having no bearing on the liabilities of the petitioner, which is a separate legal entity.

19. Learned counsel for the petitioners further submitted that now the petitioners are being asked to deposit the second installment of the NPV for the 136 mining leases, as contemplated in the notification dated 01.04.2015, even when the petitioners were not required to pay the same.

20. Learned counsel for the petitioners also submitted that the Forest Department vide its letter dated 06.07.2018 informed the Mining Department that Rs.8,79,53,196/- of the total NPV was to be deposited for diversion of the forest land in the shape of second installment before 28.02.2019.

21. Learned counsel for the petitioners further submitted that such demand for the second installment of the NPV was contrary to law, as even if the petitioners were to pay the NPV amount, the same could not be beyond the individual lease holding of theirs, whereas they are being charged towards the vacant/surrendered/non-functional mining leases and also for the common area, which is being utilized commonly by the cluster members.

22. Learned counsel for the petitioners has drawn attention of this Court towards Annexure-2, which is a document dated 11.07.2001, by which the 281 hectares in Village Odwas Dhelana, Tehsil Kherwada, District Udaipur was distributed in the cluster. The details, as furnished in Annexure-2 and as pointed out by learned counsel for the petitioners, read as under :-

1

क्लस्टर में कुल खननपट्टों की संख्या:-

136

2

स्वीकृत खननपट्टों का क्षेत्रफल (जो वन खण्ड में पड़ता है) :-

- 124.5696 हैक्टर

(1)- ब्रोक्न अप - 110.1956

हैक्टर।

(2)- अनब्रोक्न क्षेत्र 14.3746

3

क्लस्टर का कुल क्षेत्रफल :-

281 हैक्टर

4

क्लस्टर में ब्रोकन क्षेत्र :-

- 110.1950 हैक्टर

(स्वीकृत खननपट्टा क्षेत्र में से ब्रोकन क्षेत्र)

5

क्लस्टर में अनब्रोकन क्षेत्र :-

105.1538 हैक्टर

(1)- स्वीकृत क्षेत्र में अनब्रोकन 14.

3747 हैक्टर

(2)- स्वीकृत क्षेत्र के अलावा वन

ब्रोकन क्षेत्र 90.7792 हैक्टर

(उक्त क्षेत्र में से अधिकांश क्षेत्र का

उपयोग मौके पर

खननपट्टाधारियों द्वारा अन्य

मशीने स्थापित करने, कार्यालय ...

मजदूरों के रहवासिय झोपड़े आदि

बनाने में किया जा रहा है।

6

रोड का क्षेत्र :-

11.2312 हैक्टर

7

डम्पिंग क्षेत्र :-

54.4200 हैक्टर

8

सेप्टी जॉन का क्षेत्रफल :-

8.2 हैक्टर (7.5 मीटर चौड़ाई)

23. Learned counsel for the petitioners also drew the attention of this Court towards Annexure-4, which is the letter dated 01.04.2015 issued by the Government of India, Ministry of Environment, Forests and Climate Change, and which indicates that the provisions of NPV shall not apply to the forest land falling in a mining lease for which renewal has been rejected. The relevant clause of the said letter dated 01.04.2015 reads as under:- "(iii) Provisions of this letter, notwithstanding anything contained therein, shall not apply to forest land falling in a mining lease for which renewal has been rejected, or which has been determined or lapsed before the issue of this letter."

24. Learned counsel for the petitioners has further drawn the attention of this Court towards list of 136 mining leases from the cluster of 281 hectares, which was diversified area from forest land for mineral serpentine near Village Odwas/ Masaron Ki Obri, Tehsil Rishabhdev, District Udaipur, and the same is on record as Annexure-8.

25. Learned counsel for the petitioners makes the submission that the calculation of NPV by the last order, which was the immediate grievance, for which the petitioners came before this Court, is on record as Annexure-10 dated 08.01.2019, whereby the amount computed has been asked to be paid by the petitioners as a cluster, causing grievance to the present petitioners.

26. On the other hand, Mr. Sandeep Shah, learned Additional Advocate General assisted by Ms. Akshiti Singhvi appearing on behalf of the respondents has pointed out that as per the communication dated 22.10.2017 (Annexure-16) of the Government of Rajasthan, Department of Mines & Geology, Rajasthan, Udaipur, the status of cluster at the time of diversion and the present status of the diverted cluster read as follows:-

"(i) Status of cluster at the time of diversion (i.e. in year 2000):

1.

Total diverted forest area in cluster

281.00 hectare

2.

No. of mining leases in cluster

136

(Annexure-1)

3.

Area of mining leases falling in forest

123.7912 hectares

land

4.

Ration of forest land diversion to area

2.27

of mining leases (1/3)

(ii) Present status of diverted cluster:

1.

No.

of

mining

leases

42

cancelled/surrendered/lapsed

(Annexure-2)

2.

Forest area of mining leases

36.9173 hectare

cancelled/surrendered/lapsed

3.

No. of lease holder not interested in

20

extension of validity period of

diversion (Annexure-3)

4.

Forest

area of

mining

leases not

19.4507 hectare

interested in extension of validity

period of diversion

5.

Total

no.

of

mining

leases

62

cancelled/surrendered/lapsed/not

interested (1 + 3)

6.

Total forest

area

of mining

leases

56.3680 hectare

cancelled/surrendered/lapsed/not

interested (2 + 4)

7.

No. of lease holder interested in

70

extension of validity period of

diversion

(6

mining

leases

amalgamated in 2 leases)(Annexure-

4)

8.

Forest

area of

mining

leases

67.3428 hectare

interested in extension of validity

period of diversion

9.

Demand of NPV (@6,26,000/- per

17,59,06,000/-

hectare) raised by the State Forest

department for extension of validity

period of diversion (Annexure-5)

10.

Amount

of

NPV

which

will

be

9,56,95,466/-

deposited by the interested lease

holders (Area 67.3428 hectare x 2.27

x 6,26,000/-)

11.

Balance

amount

of

NPV

of

8,02,10,534/-

cancelled/surrendered/lapsed/not

interested leases (9-10)

It is requested that directions should be given to the Forest Department, Government of Rajasthan to extend the period of validity of diversion subject to the following conditions:

(i)

(ii) In case balance amount of NPV of forest land for which a period of validity of approval under the FC Act has been extended has not been realized and the State Government fails to realize the same within a period of two years as per clause (I), approval under the FC Act for such forest land shall be kept in abeyance and shall be deemed to have been kept in abeyance, till such time, the NPV of such forest land is realized by the State Government. However, if the State Government intends to relinquish the area of cancelled/surrendered/lapsed/not interested lease holders, the proposal for the same may be forwarded to the Ministry.

(iii)"

27. While making his core arguments, learned Additional Advocate General submitted that the aforementioned condition (ii) of Annexure-16 dated 22.10.2017 clearly stipulates that in case balance amount of NPV of forest land, for which a period of validity of approval under the Forest (Conservation) Act has been extended, has not been realized and the State Government fails to realize the same within a period of two years as per clause (i), then approval under the Forest (Conservation) Act for such forest land shall be kept in abeyance. However, learned Additional Advocate General submitted that it was open for the State Government to relinquish the area of cancelled/surrendered/lapsed/not interested lease holders, and the proposal for the same may be forwarded to the Ministry.

28. Learned Additional Advocate General has also drawn the attention of this Court towards Annexure-R/1/8, which is the Handbook of Forest (Conservation) Act, 1980 and Forest (Conservation) Rules, 2003 alongwith the Guidelines & Clarifications issued by the Government of India, Ministry of Environment & Forest, New Delhi, and the relevant portion of the guidelines for preparation of cluster mining proposals reads as under:

"Guidelines for preparation of Cluster Mining Proposals

1. Cluster proposal may be prepared for such leases, which have contiguous boundaries.
2. All the existing mining proposals/fresh proposals in pipelines be included in that including non-forest lands, if within.
3. State will take individual proposals from different lessees in the proforma within relevant documents.

4. However, with covering letter, a comparative statement of all mines with area and other details given and all leases with boundaries be shown in one map.
5. Even existing approved leases be included in the proposal so that they can be brought to the same time frame.
6. The condition of compensatory afforestation will apply on the basis of each individual lease rather than on pro-rata basis.
7. The safety zone shall be at the outer boundary of the cluster and condition of safety zone will apply on pro-rata basis.

This is to further clarify that where existing forest roads outside the lease areas/ cluster are being used by the lessees for transporting mined mineral, it is not desirable to insist inclusion of such areas in the lease proposal unless a new road is proposed for such lease or cluster. The State Government should rather permit its use on the terms and conditions to be decided by the State Government."

29. Learned Additional Advocate General has also pointed out Annexure-R/1/10 and Annexure-R/1/11 dated 01.09.2017 and 07.09.2017 respectively whereby the decision was taken so as to permit those of the mining lease holders, who wanted to relinquish their mining lease, to do so, if they were not inclined to pay the NPV in accordance with the latest policy of the respondents.

30. Learned Additional Advocate General further submitted that the petitioner is one of the 136 mining lease holders in the cluster area of 281 hectares situated in Gram Oadwas, Tehsil Kherwada, District Udaipur and has filed this writ petition praying for quashing of demand notice dated 08.01.2019 for payment of NPV amount for extended of period of validity for approval accorded under Section 2 of the Forest Conservation Act, 1980 so as to make it co-terminus with the period of mining lease; further direction has been sought to be issued to the respondents to restrain them from recovering NPV amount from the petitioner in pursuance of notification dated 01.04.2015 and to refund the amount already paid.

31. Learned Additional Advocate General also submitted that the diversion proposal of forest land was submitted by the 136 mining lease holders collectively for the entire 281 hectares of the forest land, and thus, approval was given on 07.02.2000 for the entire area of 281 hectares valid upto 28.10.2017.

32. Learned Additional Advocate General also submitted that within the 281 hectares, apart from the broken up area where mining is done, there is an unbroken area of 105.1538 hectares, where the mining lease holders have machines and equipments stored/installed. It has further been submitted that there are offices and houses of workers etc., constructed on the said area.

33. Learned Additional Advocate General further submitted that the dumping area and right to way within the 281 hectares cluster area are also being utilized by the lease holders. Thus, as per the learned Additional Advocate General,

collectively all mining lease holders are making use of the 281 hectares of the forest land diverted, and at the time of diversion of the entire land, the ratio of the diverted forest land to area of mining lease was 2.27, meaning thereby, 2.27 of the forest land was diverted for one hectare of mining lease area.

34. Learned Additional Advocate General also submitted that thereafter, post letter dated 01.04.2015, for extension of period of diversion proposal, so as to make it co-terminus with the period of mining lease, the mining lease holders were required to pay collectively total NPV amount of Rs.17,59,06,000/-. As per the learned Additional Advocate General, for the said purpose, a proposal was sent and undertaking was given by the Green Marble Association on behalf of all the mining lease holders to pay total amount in two equal installments within two years.

35. Learned Additional Advocate General however, submitted that out of the 136 mining leases, 62 of the leases have been cancelled/surrendered/lapsed.

36. Learned Additional Advocate General thus submitted that vide letter dated 13.07.2017, the Assistant Mining Engineer, Rishabhdev informed the Additional Director (Mines) that 76 mining lease holders have submitted proposal for extension of diversion proposal and the department may proceed accordingly.

37. Learned Additional Advocate General further submitted that thereafter, vide letter dated 08.08.2017, the Additional Chief Conservator of Forests, Protection and Nodal Officer, FCA, Jaipur had informed that no proposal for segregation of the cancelled/surrendered/lapsed mining leases had been submitted. Thus, the proposal of the 76 lease holders was returned and it was informed to the Mining Department to submit proposal as to how the cancelled/surrendered/not interested mining leases will be segregated from rest of the cluster. Further, it was also informed that NPV amount will have to be paid by the 76 lease holders taking into account the dumping area, right to way etc., being used by them in the forest land area. However, as per learned Additional Advocate General, since no further proposal for segregation was submitted, therefore, the NPV amount was calculated for the entire cluster of 281 hectares of the forest land diverted.

38. Learned Additional Advocate General also submitted that vide letter dated 01.09.2017, five proposals for segregation of cluster area of 281 hectares was sent to the Green Marble Association, Rishabhdev to further immediately undertake proceedings in this regard, and submit their approval, so that the same can be forwarded to the authorities concerned.

39. Learned Additional Advocate General however, submitted that vide letter dated 07.09.2017, the Chairman, Green Marble Association informed the Assistant Mining Engineer, Udaipur that after deliberation by the mining lease holders, it has been decided that the diversion proposal of the forest land for the entire cluster area of 281 hectares should be extended.

Therefore, segregation of the cancelled/surrendered/lapsed mining leases was

not possible. Thus, as per learned Additional Advocate General, the mining lease holders do not deserve any relief by way of these writ petitions, as on one hand, the mining lease holders have refused to get the cancelled/surrendered/lapsed mining leases segregated from the entire cluster area and wish that the proposal should be extended for the entire 281 hectares, and on the other hand, they are refusing to pay the NPV amount for the entire 281 hectares.

40. After hearing learned counsel for the parties as well as perusing the record of the case, this Court finds that the present petitioners are among the 136 mining lease holders in the cluster area of 281 hectares situated at Gram Oadwas, Tehsil Kherwada, District Udaipur and the cause of immediate grievance is the demand notice dated 08.01.2019 for payment of the amount of Net Present Value for extension of the period of validity for approval accorded under Section 2 of the Forest Conservation Act, 1980, so as to make it co-terminus with the period of mining lease. The petitioners have also sought to restrain the respondents from recovering the NPV amount from them, in pursuance of the notification dated 01.04.20215, and also, to refund the amount already paid.

41. This Court also finds that the diversion proposal of the forest land was submitted by the 136 mining lease holders collectively for the entire 281 hectares of the forest land, and thus, the approval was given on 07.02.2000 for the entire area of 281 hectares valid upto 28.10.2017, and the same included the broken up area where mining is done, and the unbroken area of 105.1538 hectares, where the mining lease holders have machines and equipments stored and installed. Such unbroken area also has offices and house of workers etc., constructed in the said area. This Court further finds that the dumping area and right to way are also being utilized by the lease holders. The collective usage of 281 hectares of the forest land diverted at the time of diversion was 2.27 of the forest land, that is to say, 2.27 of the forest land was diverted for one hectare of the mining lease area.

42. This Court also observes that the mining lease holders collectively were required to pay total NPV amount of Rs.17,59,06,000/- for 281 hectares of the land at the rate of Rs.6,26,000/-per hectare, and for the said purpose, a proposal was sent by one of their representatives.

43. This Court also finds that 62 mining leases have been cancelled/surrendered/lapsed, and only the extension proposal for the rest of the mining leases has been submitted.

44. This Court further finds that the petitioners are justified to demand that the 62 mining leases, which have been cancelled/surrendered/lapsed, may be relinquished by the Mining Department to the Forest Department in accordance with their policy letters, and the amount, as decided by the Hon'ble Apex Court in T.N. Godavarman Thirumulpad (104) Vs. Union of India & Ors. (supra), ought to be computed for the actual usage by each of the mining lease holders plus his share as equally divided from the common areas of the mining lease being

utilized for storing their machines and equipments and other infrastructure, which includes offices and houses of workers etc., constructed on the said area, alongwith the dumping area which constitutes a part of the 281 hectare cluster area.

45. Though principally, the NPV and the other policies are in tandem with the Forest (Conservation) Act, 1980 and the policy of the State and the Union of India, and thus, cannot be interfered with by this Court in the writ jurisdiction as no sufficient ground has been made out by the petitioners, but this Court deems it appropriate to make limited interference by partly allowing the present writ petitions, while directing the respondents to compute the NPV amount, in pursuance of the demand notice dated 08.01.2019 as well as other demand notices, which are subject matter of challenge in the present writ petitions, towards the individual forest land being held by each of lease holders alongwith his share in the unbroken area of 105.1538 hectares, which is a common area for storing their machines and equipments and other infrastructure, which includes offices and houses of workers etc., constructed on the said area alongwith the dumping area.

46. This Court thus directs that the rate of NPV amount shall be Rs.6,26,000/- per hectare as stipulated by the Hon'ble Apex Court in T.N. Godavarman Thirumulpad (104) Vs. Union of India & Ors. (supra) and as agreed upon by the respondents; but the forest land falling in the mining leases cancelled/surrendered/lapsed/not interested, which are 62 in number, shall be excluded from the total area of 281 hectares, while computing the NPV.

47. This Court has already seen the Mining Department's stand, which makes it clear that if the State Government intends to relinquish the cancelled/surrendered/lapsed/not interested lease holdings, the proposal for the same has to be forwarded to the Ministry, and accordingly, the NPV for the same may not be realized.

48. This Court has also put in thoughtful consideration to the policy letter of the respondents dated 01.04.2015 issued by the Government of India, Ministry of Environment Forests and Climate Change, which clarifies that the provisions of NPV shall not apply to the forest land falling in a mining lease for which renewal has been rejected, or which has been determined or lapsed before the issue of the said letter, and thus, broadly, the policy of relinquishment to the part of the mining leases, which have been lapsed or have not been continued, ought to be followed.

49. Thus, in the limited intervention and with the observations and directions made hereinabove, the present writ petitions are partly allowed and the impugned notices dated 08.01.2019 is quashed and set aside, and the respondents are directed to compute the NPV afresh for the mining leases holders individually in accordance with the judgment rendered by the Hon'ble Apex Court in T.N. Godavarman Thirumulpad (104) Vs. Union of India & Ors.

(supra), and also such computation shall include the common areas of transport as well as the area being utilized for storing their machines and equipments and other infrastructure, which includes offices and houses of workers etc., constructed on the said area, alongwith the dumping area which constitutes a part of the 281 hectare cluster area, but shall specifically exclude the 62 mining leases which have been cancelled/surrendered/lapsed/not interested, for which appropriate relinquishment proceedings shall be pursued by the Mining Department.

50. For the sake of clarity, it is also made clear that the total common area being used commonly by the mining lease holders in the cluster shall be divided equally amongst the active mining lease holders per hectare, and after such division, the share of each mining lease holders as per one hectare shall be paid by him, inclusive his individual lease NPV."

3. In light of the aforequoted judgment, the present writ petition is partly allowed in the same terms. The impugned notice dated 31.12.2018 is quashed and set aside, and the respondents are directed to finalize the NPV qua the petitioner accordingly.