

(2010) 09 KAR CK 0018

In the Karnataka High Court

Case No : Writ Petition No's. 17281 of 2010 and 18043 of 2010

Ashok Kumar Lingala

APPELLANT

Vs

State of Karnataka and Iron Ore Co. Ltd.
 Sandur
Manganese and Iron Ores Ltd. Vs The State of Karnataka

RESPONDENT

Date of Decision : 01-09-2010

Acts Referred:

Mineral Concession Rules, 1960 — Rule 22, 22 (3) (i) (h), 59, 60

Citation : (2011) ILR (Kar) 18 : (2011) 2 KarLJ 295

Hon'ble Judges : J.S. Khehar, C.J.;Manjula Chellur, J

Bench : Division Bench

Advocate : B.V. Acharya, for L.M. Chidanandayya, in Appeal No. Writ Petition No. 17281/2010 and D.L.N. Rao for S.R. Anuradha, in apple No. W. P. 18043/2010, for the Appellant; R.G. Kolle, AGA for R1 and 2, D.L.N. Rao, for S.R. Anuradha, for R3 in Appeal No. Writ Petition No. 17281/2010 and R.G. Kolle, AGA for R1 and R2, B.V. Acharya for L.M. Chidanandayya, for R3 in Apple No. W.P. 18043/2010, for the Respondent

Final Decision : Dismissed

Judgement

This Judgment has been overruled by : Ashok Kumar Lingala Vs. State of Karnataka and Others, AIR 2012 SC 53 : (2012) 2 EFLT 543 : (2012) 3 RCR(Civil) 591 : (2011) 2 SCALE 121 : (2012) 1 SCC 321 : (2012) 1 UJ 133

J.S. Khehar, C.J.—Through the instant order we propose to dispose of two writ petitions, i.e., WP Nos. 17281/2010 (Ashok Kumar Lingala v. State of Karnataka and Ors. WP Nos. 17281/2010) & WP No. 18043/2010 (Sandur Manganese & Iron Ores Company Ltd. v. State of Karnataka and Ors. WP No. 18043/2010) Although the latter petition was filed later in point of time, but for purposes of narration of facts chronologically, it will be appropriate to narrate the facts in WP No. 18043/2010 first, and thereafter, to advert to the facts in WP No. 17281/2010.

2. M/s Sandur Manganse & Iron Ores Company Ltd. (hereinafter referred to as

"M/s Simore") was granted an iron ore mining lease as far back as in 1954. The renewal thereof, was granted on 25.4.2008 with effect from 1.1.1984. The aforesaid renewal extended the mining lease, earlier granted to the "M/s Simore", upto 31.12.2013. It would also be relevant to mention that although originally when the lease was granted to "M/s Simore", the leasing area was to the extent of approximately 29 sq. miles, the same was reduced in the renewal lease to 1816 sq. hectares. We are informed that the aforesaid area over which "M/s Simore" is presently permitted to mine iron ore, extends to approximately 18.50 sq. miles.

3. Ashok Kumar Lingala (the Petitioner in W.P. No. 17281/2010) filed an application for the grant of a mining lease, on 19.2.2005. Before the final mining lease could be granted to him, requisite permissions had to be sought from the Tahsildar, Sandur, the Land Tribunal Sandur, the Deputy Commissioner, Bellary, as also the Director of Mines and Geology. After these permissions were duly granted at the hands of the aforesaid authorities, the State Government also approved the grant of an iron ore mining lease to Ashok Kumar Lingala. The claim of Ashok Kumar Lingala was then forwarded to the Central Government, as the approval of the Central Government is also an essential prerequisite before such a lease is granted by the State Government. The Central Government having accepted and approved the recommendation made by the State Government, a mining lease was eventually granted in the name of Ashok Kumar Lingala through a notification dated 15.1.2010. As per the said notification the mining lease granted to Ashok Kumar Lingala extended to an area of 4.42 hectares. Before the execution of a registered lease deed with Ashok Kumar Lingala a communication dated 31.1.2010 was issued for the demarcation of the boundaries over which the said lease would extend. After the demarcation of the boundaries had been carried out, a registered mining lease deed was executed by the State Government with Ashok Kumar Lingala on 6.2.2010. The registered mining lease, enclosed therewith a site plan, as also, the exact depiction of the boundaries (over which the applicant Ashok Kumar Lingala would have a right to excavate iron ore). The only difference between the notification dated 15.1.2010 and the eventual registered mining lease dated 6.2.2010 was, that the lease dated 6.2.2010 authorised Ashok Kumar Lingala to carryout mining operations over an area of 3.36 hectares only, as against 4.42 hectares originally approved. The instant alteration was occasioned, by the physical demarcation of boundaries which revealed that only 3.36 hectares of land was available for mining.

It is the case of Ashok Kumar Lingala, that the area over which he had been allowed mining rights by the State Government (through the mining lease dated 6.2.2010) was under the ownership of Smt. Yallamma. It would be pertinent to notice, that during the course of consideration of his claim, Ashok Kumar Lingala had submitted permission as also authorisation given to him by the aforesaid land-lady, Smt. Yallamma. The controversy between the Petitioner in WP No. 17281/2010 as also the Petitioner in WP 18043/2010, in sum and substance is, about the right to carry out mining, over the land leased out to Ashok Kumar

Lingala (through the mining lease deed dated 6.2.2010).

4. On 5.3.2010, the Director, Department of Mines and Geology, addressed a communication to Ashok Kumar Lingala informing him that the Mining Lease granted to him bearing No. 2622 dated 6.2.2010 was in respect of land bearing re-survey No. 27, measuring 3.36 hectares, situated at Devagiri Village, Sandur Taluk, Bellary District. It was also pointed out, that in respect of the aforesaid land a complaint had been received from "M/s Simore" alleging that the land leased out through Mining Lease No. 2622 on 6.2.2010 overlapped the land which had already been leased out to "M/s Simore" under Mining Lease No. 2580. "M/s Simore" had, accordingly, required the Director, Department of Mines and Geology to cancel the iron ore mining lease granted to Ashok Kumar Lingala. The Director in his aforesaid communication dated 5.3.2010, informed Ashok Kumar Lingala, that the drawing section had confirmed the overlapping of the land, and had thereby acknowledged, the veracity of the complaint made by "M/s Simore". Ashok Kumar Lingala was also required to stop mining activity on the land for which Mining Lease No. 2622 was granted to him on 6.2.2010. It is the instant order dated 5.3.2010, that prompted the filing of WP No. 17281/2010 at his hands.

5. It also emerges from the pleadings in the writ petitions, that in response to the aforesaid order dated 5.3.2010, Ashok Kumar Lingala addressed a representation dated 9.3.2010 to the Director, Department of Mines and Geology. In response to the aforesaid representation dated 9.3.2010, and also a further subsequent representation dated 13.4.2010, the Director, Department of Mines and Geology passed a further order on 25.5.2010. It is essential to extract hereunder a relevant part of the aforesaid order:

Copy of the explanation furnished by M/s SMIORE is enclosed herewith which is self explanatory. As averted in their letter, they are holding the lands under question in their Mining lease since 1954 for over almost 56 years for which NOC is also obtained from the Revenue Department.

Further, it is stated that part of the leased area to you is covered with staff quarters built during 1970, children play ground and plantation and thus impossible to carry out mining.

In view of the above, your request to withdraw the letter dated 05.03.2010 to stop mining activities therewith can't be considered as it holds good since the area executed under ML 2622 overlaps to the ML 2580 area held by M/s SMIORE.

Accordingly, it is apparent that the Director, Department of Mines and Geology refused to accept the request made by Ashok Kumar Lingala, to withdraw the earlier communication dated 5.3.2010, vide which he had been directed to stop mining operations on the land under reference.

6. It is also apparent from the pleadings in the two writ petitions, that "M/s Simore" had filed OS No. 9/2010, seeking an injunction so as to restrain Ashok

Kumar Lingala from carrying on mining activity over the land, which had earlier been granted for mining purposes to "M/s Simore" by the State Government. It is not a matter of dispute, that Ashok Kumar Lingala was arrayed as a party-Defendant therein. It is also not a matter of dispute, that the aforesaid civil suit is still pending before the Civil Judge (Junior Division), Kudligi, wherein no temporary injunction has been granted in favour of "M/s Simore".

7. The primary contention raised by the learned Counsel for Ashok Kumar Lingala is, that he alone had the right to carryout mining activity over the private land of Smt. Yallamma, because he alone had been authorised by the land owner i.e., Smt. Yallamma to carryout mining activity over her land. In this behalf it is also the case of learned Counsel appearing for Ashok Kumar Lingala that, "M/s Simore" did not have any such authorization from Smt. Yallamma, and was as such, precluded from carrying out mining activity over her private land. This contention at the hands of the learned Counsel for the Petitioner in WP No. 17281/2010 was the primary contention, for establishing his superiority, to carryout mining activity over the land under reference.

8. In order to controvert the main contention advanced by the learned Counsel for the Petitioner in WP No. 17281/2010, learned Counsel for "M/s. Simore" relied on rules 59 and 60 of the Mineral Concession Rules 1960 (hereinafter referred to as the "Mineral Rules"). Rules 59 and 60 aforementioned, are being extracted hereunder:

59. Availability of area for regrant to be notified.- (1) No area -

(a) which was previously held or which is being held under a reconnaissance permit or a prospecting licence or a mining lease; or

(b) which has been reserved by the Government or any local authority for any purpose other than mining; or

(c) in respect of which the order granting a permit or licence or lease has been revoked under Sub-rule (1) of Rule 7A or Sub-rule (1) of Rule 15 or Sub-rule (1) or Rule 31, as the case may be; or

(d) in respect of which a notification has been issued under Sub-section (2) or Sub-section (4) of Section 17; or

(e) which has been reserved by the State Government or u/s 17A of the Act, shall be available for grant unless -

(i) an entry to the effect that the area is available for grant is made in the register referred to in Sub-rule (2) of Rule 7D or Sub-rule (2) of Rule 21 or Sub-rule (2) of Rule 40, as the case may be; and

(ii) the availability of the area for grant is notified in the Official Gazette and specifying a date (being a date not earlier than thirty days from the date of the publication of such notification in the Official Gazette) from which such area shall be available for grant:

Provided that nothing in this rule shall apply to the renewal of a lease in favour of the original lessee or his legal heirs notwithstanding the fact that the lease has already expired:

Provided further that where an area reserved under Rule 58 or u/s 17A of the Act is proposed to be granted to a Government company, no notification under Clause (ii) shall be required to be issued:

Provided also that where an area held under a reconnaissance permit or a prospecting licence, as the case may be, is granted in terms of Sub-section (1) of Section 11, no notification under Clause (ii) shall be required to be issued]

(2) The Central Government may, for reasons to be recorded in writing, relax the provisions of Sub-rule (1) in any special case.

60. Premature applications. -Applications for the grant of a reconnaissance permit, prospecting licence or mining lease in respect of areas whose availability for grant is required to be notified under Rule 59 shall, if-

a) no notification has been issued, under that rule; or

(b) where any such notification has been issued, the period specified in the notification has not expired, shall be deemed to be premature and shall not be entertained."

A perusal of Rule 59 of the Mineral Rules according to the learned Counsel representing "M/s Simore" leads to the inevitable conclusion, that an area which has already been allowed for mining purposes, under an existing mining lease, cannot be leased for mining purposes to another party. In so far as Rule 60 of the Mineral Rules is concerned, the contention of the learned Counsel was, that the Government had no authority to entertain an application for the grant of a mining lease, over an area for which an earlier mining lease had already been granted, and that, such an application has to be considered as a "premature application".

Reference, was also made to Section 19 of the Mines and Minerals (Development and Regulation) Act, 1957 (hereinafter referred to as "Mines and Minerals Act") by the learned Counsel representing "M/s Simore". Section 19 aforesaid, is being extracted hereunder:

19. Prospecting licences and mining leases to be void if in contravention of Act- Any reconnaissance permit, prospecting licence or mining lease granted, renewed, or acquired in contravention of the provisions of this Act or any rules or orders made thereunder shall be void and of no effect.

Explanation - Where a person has acquired more than one reconnaissance permit, prospecting license or mining lease and the aggregate area covered by such permits, licences or leases, as the case may be, exceeds the maximum area permissible u/s 6, only that reconnaissance permit, prospecting licence or mining lease the acquisition of which has resulted in such maximum area being

exceeded shall be deemed to be void.

It was the contention of the learned Counsel, that the grant of any lease in contravention of the provisions of the Mineral Rules has to be treated as void and of no effect. It is, therefore, asserted at the hands of the learned Counsel for "M/s Simore" that the lease granted to Ashok Kumar Lingala on 6.2.2010 was void and of no effect.

9. So as to respond to the contention of Ashok Kumar Lingala, that only he could legitimately carryout mining activity over the land leased out to him on 6.2.2010, as the owner thereof, had only authorised him (Ashok Kumar Lingala) to carryout the activity of extraction of iron ore from the said land. The instant submission of the learned Counsel for "M/s Simore" was partly based on Rule 72 of the Mineral Rules. Rule 72 is being extracted hereunder.

72. Payment of compensation to owner of surface rights, etc. -(1) The holder of a reconnaissance permit or prospecting license or mining lease shall be liable to pay to the occupier of the surface of the land over which he holds the reconnaissance permit or prospecting licence or mining lease, as the case may be, such annual compensation as may be determined by an officer appointed by the State Government by notification in this behalf in the manner provided in Sub-rules (2) to (4).

(2) In the case of agricultural land, the amount of annual compensation shall be worked out on the basis of the average annual net income from the cultivation of similar land for the previous three years.

(3) In the case of non-agricultural land, the amount of annual compensation shall be worked out on the basis of average annual letting value of similar land for the previous three years.

(4) The annual compensation referred to in Sub-rule (1) shall be payable on or before such date as may be specified by the State Government in this behalf.

Based on Rule 72 of the Mineral Rules, it was the assertion of the learned Counsel for "M/s Simore", that even if "M/s Simore" carried out mining activities over an area which was owned by a private party, the afore-extracted Rule envisaged that the miner would be liable to pay compensation to the land owner, but the land owner could not prevent the lease holder from carrying out mining activities even on private land, which was a part of the mining lease.

10. Learned Counsel for "M/s Simore" also placed reliance on Section 24A, of the Mines and Minerals Act, which is extracted hereunder:

24A. Rights and liabilities of a holder of prospecting licence or mining lease. -

(1) On the issue of a reconnaissance permit, prospecting license or mining lease under this Act and the rules made thereunder, it shall be lawful for the holder of such permit, licence or lease, his agents or his servants or workmen to enter the lands over which such permit, lease or licence had been granted at all times

during its currency and carry out all such reconnaissance, prospecting or mining operations as may be prescribed:

Provided that no person shall enter into any building or upon an enclosed court or garden attached to a dwelling-house (except with the consent of the occupier thereof) without previously giving such occupier at least seven days" notice in writing of his intention to do so.

(2) The holder of a reconnaissance permit, prospecting licence or mining lease referred to in Sub-section (1) shall be liable to pay compensation in such manner as may be prescribed to the occupier of the surface of the land granted under such permit, licence or lease for any loss or damage which is likely to arise or has arisen from or in consequence of the reconnaissance, mining or prospecting operations.

(3) The amount of compensation payable under Sub-section (2) shall be determined by the State Government in the manner prescribed.

Based on Section 24A of the Mines and Mineral Act, it was the contention of the learned Counsel for "M/s Simore", that the mining lease having been granted to "M/s Simore", over the area under reference, it had the right to enter upon such lands, and even the owners or occupiers thereof, could not interfere with such right. Based on all the contentions noticed hereinabove it was submitted, that the right (if any) of Ashok Kumar Lingala being inferior to the right of the real owner, could not diminish, the superior right of "M/s Simore", which was superior to the right of even the land owner. Supplemented with the contention based on Rule 72 of the Mineral Rules, it was the contention of the learned Counsel for "M/s Simore", that liability if any, towards the private owner, could to be discharged in accordance with the procedure envisaged under the Mineral Rules.

11. At this juncture, it would also be relevant to notice that the learned Counsel for "M/s Simore" also placed reliance on a judgment rendered by this Court in *Obli Granites v. State of Karnataka*, 1980 (2) Karnataka Law Journal 394. Reliance was expressly placed on the following observations recorded therein:

6. Earlier, I have noticed that the State Government has granted a lease and has also executed a lease deed specifying the area granted to the Petitioner. When a lease is granted and lease deed is executed, the licensee or the lessee is entitled to exploit the mineral found in the area on the terms and conditions of the license and lease granted thereto. The Mines and Minerals (Regulation and Development) Act of 1957 or the Rules framed under the said Act, do not authorise the State Government or any of its officers to interfere with the working of the mines in the manner that has been done from time to time. An authority, however high it may be, must exercise its powers in conformity with the provisions of the Constitution and the Laws made and cannot exercise its powers in an arbitrary manner. Whatever may be the dispute raised by Hind Nippon Rural Industries (P) Ltd., Government cannot exercise its power in an arbitrary manner. Sri Devadar has not been able to point out any provision of the

Act or the Rules enabling the State Government to stop the quarrying operations from time to time. In my opinion, the criticism of Sri Achar that the powers exercised by the State Government besides being arbitrary, is wholly unauthorised and is liable to be interfered with by this Court, is well founded. I am pained to observe that Government had exercised its power in a casual manner without any regard to the rights of the Petitioner and the injury that would be caused to it.

Based on the aforesaid observations, it was the vehement contention of the learned Counsel for the Petitioner representing "M/s Simore", that there was no question in interfering with the impugned orders dated 5.3.2010 and 25.5.2010.

12. In order to repudiate the submissions which were advanced by the learned Counsel for "M/s Simore", learned Counsel for the Petitioner in WP No. 17281/2010, placed reliance on Rule 22 of the Mineral Rules, and more particularly to Sub-rule (3)(i)(h) thereof. The Rule relied upon by the learned Counsel for Ashok Kumar Lingala is being extracted hereunder:

22(3)(i) Every application for the grant of renewal of a mining lease shall be accompanied by -

(h) a statement in writing that the applicant has, where the land is not owned by him, obtained surface rights over the area or has obtained consent of the owner for starting mining operations:

Provided that no such statement shall be necessary where the land is owned by the Government:

Provided further that no such consent of the owner for starting mining operations in the area or part thereof may be furnished after execution of the lease deed but before entry into the said area:

Provided also that no further consent would be required in the case of renewal where consent has already been obtained during grant of the lease.

It was the vehement contention of the learned Counsel for Ashok Kumar Lingala based on Rule 22(3)(i)(h) Mineral Rules, that a mining lease covering private land owned by Smt. Yallamma could under no circumstances be accepted as valid except with the express consent of its land owner. It was submitted, that in the absence of permission from the private owner Smt. Yallamma, the lease granted to "M/s Simore", to the extent that it covered private land, owned by Smt. Yallamma, must be deemed to be invalid. It was, conversely submitted, that since the area over which lease had been granted to Ashok Kumar Lingala is owned by Smt. Yallamma, and since, Smt. Yallamma had permitted Ashok Kumar Lingala to carry on mining activities thereon, the lease granted to Ashok Kumar Lingala was the only valid mining lease in respect of the said land. Accordingly it was contended, that the iron ore mining lease in respect of 3.36 hectares of land situated at Devagiri Village, Sandur Taluk, Bellary District granted in favour of Ashok Kumar Lingala, being in consonance with the provisions of the Mines and

Minerals Act, as also, the Mining Rules had to be accepted as the only valid lease in respect of the said land. Viewed accordingly, it is submitted that Ashok Kumar Lingala has a superior right to carry out mining activities as compared to "M/s Simore", in respect of 3.36 hectares of land comprised in the lease agreement dated 6.2.2010.

13. In order to draw any conclusions on the matter in respect of all the provisions referred to above, we shall advert to the only submission advanced on behalf of Ashok Kumar Lingala, to over come the contentions advanced on behalf of "M/s Simore". Having read along with learned Counsel for the rival parties, the effect of Rule 22(3)(i)(h) of the Mineral Rules, we are of the view, that the submission advanced on behalf of Ashok Kumar Lingala were without reference to the second proviso under Rule 22(3)(i)(h) of the Mineral Rules, which leads to the clear inference, that it is possible to obtain a mining lease even in respect of private land, without the consent of the real owner of such land, but then, before carrying out mining operations over private land, the consent of such owner would be imperative. Therefore, in our view, it is permissible for the State Government, to grant a mining lease over privately owned land, even without the lessee having not obtained the permission/consent of the real owner thereof.

14. On the basis of the deliberations recorded above, it is possible for us to record the following conclusions:

1. A mining lease granted in contravention of any of the provisions of the Mineral Rules has to be treated as void and of no effect.

2. Between two parties claiming mining rights over the same land, the party which was awarded the lease before the other, has a superior right to carry out mining activities.

3. An application for the grant of a mining lease over land which is already under a mining lease cannot be entertained, such an application has to be treated as a premature application.

4. Over private land, in cases where the land owner has permitted the lease holder the right to carryout mining activities, the lease holder has to pay such owner annual compensation determined by an officer of the State Government. But such owner cannot deny mining rights to the lease holder under any circumstances. The judgment rendered by this Court in Obli Granites case (supra) is fully applicable to cases falling within the parameters of the instant conclusion.

5. Over private land, in cases where the land owner has not permitted the lease holder to carry out mining activities, the lease holder has no right to carry out mining activities, despite the fact that the State Government has granted a mining lease which extends over such private land.

15. We have considered the submissions advanced by the learned Counsel for the rival parties, as have been noticed in the foregoing paragraphs. We have also

recorded some conclusions hereinabove. We shall now deal with the controversy in hand. From the two orders issued by the Director, Department of Mines & Geology dated 5.3.2010 and 25.5.2010, we have no other alternative or hesitation but to conclude, that "M/s Simore" had been granted a mining lease, in respect of the same land, well before Ashok Kumar Lingala was awarded the mining lease. That being so, the claim of Ashok Kumar Lingala could not have been considered for grant of a mining lease over the area which comprised of part of the mining lease already granted to "M/s Simore", as the application of Ashok Kumar Lingala was bound to be treated as a premature application. This inference is inevitable from a collective reading of Rules 59 and 60 of the Mineral Rules, and Section 24A of the Mines and Minerals Act. On the issue whether "M/s Simore" could carry out mining activities over the land owned by the private owner Smt. Yallamma, the provisions relied upon by the learned Counsel representing "M/s Simore" leave no room for any doubt, that in case mining activity is carried out by "M/s Simore" over private land, compensation will have to be paid by "M/s Simore" to the private land owner under Rule 72 of the Mineral Rules. But the submission of this learned Counsel representing Ashok Kumar Lingala, also leave no room for any doubt, that "M/s Simore", in spite of the grant of a mining lease covering private owned land, would not be in a position to unilaterally and arbitrarily conduct mining activities thereon without the consent/permission of the land owner Smt. Yallamma. The instant conclusion is based on the second proviso under Rule 22(3)(i)(h) of the Mining Rules which mandates, that unless permission/authorisation is granted by the land owner, mining activity cannot be carried out. Even if it is assumed, that prior consent of the land owner was not obtained by "M/s Simore" before obtaining the lease deed from the State Government, still the second proviso under Rule 22(3)(i)(h) of the Mining Rules extracted above, mandates that, prior to entering into private owned land for mining activities, permission from the land owner is a necessary prerequisite.

16. Having arrived at the aforesaid conclusions, there is yet another issue which needs to be dealt with. The issue is a disputed question of fact. The impugned orders dated 5.3.2010 and 25.5.2010 (WP No. 17281/2010), record a concrete finding, that the land over which Ashok Kumar Lingala has been granted a mining lease is the same as the land earlier leased to "M/s Simore". The conclusions recorded by us hereinabove proceed on the assumption that the factual position recorded in the impugned order is correct. No material was placed before us, for our consideration by the learned Counsel representing Ashok Kumar Lingala for recording a different finding. During the course of hearing, learned Counsel for Ashok Kumar Lingala repeatedly emphasised, that it was not within his capacity to produce evidence so as to repudiate the aforesaid factual position. The aforesaid submission leads one to the inevitable inference that Ashok Kumar Lingala has no material in his possession, on the basis of which the factual conclusion recorded in the orders dated 5.3.2010 and 25.5.2010 can be refuted. It would, however, be pertinent to mention, that this Court passed a motion

bench order requiring the State Government to produce the original record. The entire original record was accordingly available in this Court during the hearing of this case. We permitted learned Counsel for Ashok Kumar Lingala to examine the same. Even therefrom, learned Counsel representing Ashok Kumar Lingala could not repudiated the finding of fact recorded in the two impugned orders. Thus viewed, it is not possible for us to record any concrete finding on the factual aspect of the matter. We have noticed hereinabove, that a civil suit is pending between the parties. It will be opened to the rival parties to lead evidence therein, if they are so advised, to determine the specific identity of the property over which mining leases have been granted to them. In case such evidence leads to the conclusion, that the land over which mining leases have been granted to the rival parties, do not overlap, then both of them would be entitled to carryout mining activities, under the lease agreements executed by the State Government in their favour. In case the factual finding is to the contrary, then on account of the conclusions drawn hereinabove, the earlier licensee will have to be granted the superior right to exclusively carry out mining activities. As such, "M/s Simore" shall have a preferential right over Ashok Kumar Lingala. In such an eventuality, no interference will be called for with the impugned orders dated 5.3.2010 and 25.5.2010.

17. With the aforesaid observations, both the writ petitions are hereby disposed of.