
(2020) 06 RAJ CK 0019
In the Rajasthan High Court
Case No : Civil Writ Petition No. 4227 Of 2020

M/s. Girnar Royalties

APPELLANT

Vs

State Of Rajasthan

RESPONDENT

Date of Decision : 05-06-2020

Acts Referred:

Citation : (2020) 06 RAJ CK 0019

Hon'ble Judges : Dinesh Mehta, J

Bench : Single Bench

Advocate : SS Shekhawat, Sandeep Shah

Final Decision : Dismissed

Judgement

(1) The petitioner has moved the present application dated 4.6.2020, seeking modification of the order dated 2.6.2020, whereby its application seeking extension of time has been rejected.

(2) It is to be noticed that by way of interim order dated 7.5.2020, the petitioners were required to clear all their dues within 7 days from the date of interim order. (3) State had preferred an intra-Court appeal against the initial interim order dated 7.5.2020, which came to be partly allowed by Division Bench on 29.5.2020, whereby a direction was issued for collection of Royalty within a period of 3 days, while requiring the respondent-contractors to deposit the amount within three days' from the date of such order. Stipulations contained in Clause (iii) and (v) of the interim order were set aside.

(D.B. SAW/319/2020 has been filed in this matter. Please refer the same for further orders)

(4) When the application came up for consideration (on 2.6.2020), learned counsel was not in a position to state as to whether the requisite amount has been deposited or not. (5) Considering the aforesaid, on 2.6.2020, this Court has observed that in case, the petitioner has not deposited the requisite amount

within a period of 3 days, as ordered by the Division Bench, the interim order (dated 7.5.2020) shall be treated to have been vacated.

(6) The present application seeking modification of order dated 2.6.2020 has been filed, apparently in view of the subsequent order dated 3.6.2020 passed in some of the cases. Learned counsel submitted that the order under consideration be reviewed and fresh order akin to order dated 3.6.2020 be passed in his case also.

(7) Before dealing with such request, it is worthwhile to go into the background in which the order dated 3.6.2020 was passed. (i) Some of the contractors (some of which were represented by Mr. Shekhawat) at the outset had expressed their desire in no ambiguous terms that they do not intend to carry on the contracts in question. (ii) Submissions were also made that while issuing notice of terminating the contract only due amount of installment was demanded/mentioned, whereas in the guise of para No. 13(ii) of the interim order dated 7.5.2020, the Mining Engineer has issued demand notice asking for exorbitant amount for the period upto 22.3.2020, which included penalty and interest. (iii) It was argued by the counsel for the petitioners on 3.6.2020 that they have placed on record the demand notices issued after passing of the interim order and have also laid challenge to the demand (D.B. SAW/319/2020 has been filed in this matter. Please refer the same for further orders) notices and/or sought clarification regarding the amount to be deposited.

(8) Having regard to such submissions and with a view to avoid further complication, this Court was persuaded to pass the said order dated 3.6.2020 in some of the cases, whereby it was clarified/ordered that amount upto 22.3.2020 would mean installment amount and not other amounts demanded later on. Having clarified so, it was thought proper to allow those petitioners to deposit the requisite amount by 8.6.2020 (Re.: Order dated 3.6.2020 passed in batch of writ petitions led by SBCWP No. 4200/2020: Devdashrath Infratech (P) Ltd. Vs. State). (9) Such indulgence was necessitated in view of the fact that while issuing order of termination impugned in the writ petition, the respondents had reflected a particular amount, which in the subsequent notice(s), has been increased by including interest and penalty etc. (10) It was in such circumstances that this Court had clarified that in terms of the interim order dated 5/7.5.2020 the petitioners would be required to deposit the amount relating to the period upto 22.3.2020, as per the installment fixed in the contract, ignoring any additional amount, which has been subsequently demanded. As such clarification was issued on 3.6.2020, as a necessary corollary it was thought appropriate to grant breathing period to the petitioners to do the needful by 8.6.2020. (11) Since the petitioner had neither expressed any desire to resile from the contract nor was any grudge raised regarding the amount disputed when the matter was taken up on 2.6.2020, the order has been passed considering the facts obtaining and submissions made.

(D.B. SAW/319/2020 has been filed in this matter. Please refer the same for

further orders)

(12) The petitioner has deposited the amount on 3.6.2020, obviously after passing of the order dated 2.6.2020, whereby petitioner's application for extension of time has been rejected.

(13) Hence, in the opinion of this Court, no order as prayed by the petitioner-applicant can be passed, at this stage.

(14) The application is, therefore, rejected. (15) Needless to observe that if the petitioner stands so advised, it can approach Division Bench for the relief claimed in the instant application.