
(2025) 07 JH CK 1255
In the Jharkhand High Court
Case No : Writ Petition (C) No. 1198 Of 2021

NCC Ltd

APPELLANT

Vs

Bharat Coking Coal Ltd

RESPONDENT

Date of Decision : 17-07-2025

Acts Referred:

Citation : (2025) 07 JH CK 1255

Hon'ble Judges : Rongon Mukhopadhyay, J;Deepak Roshan, J

Bench : Division Bench

Advocate : Ajit Kumar, Amit Kumar Das

Final Decision : Dismissed

Judgement

Deepak Roshan, J

1. Heard learned counsel for the parties.
2. The petitioner has filed the instant writ petition seeking a direction upon the respondents for release of Rs.14,16,39,149/-.
3. The brief facts as would it appear from the pleadings is that the Respondents had issued a Notice Inviting Tender bearing NIT No.97 having Ref. No.BCCL/GM(CMC)/F-HEMM-05/2010/3833 dated 23.12.2010 for execution of the work of removal of Over Burden, extraction and transportation of coal from Lohapatti Middle and Lohapatti Bottom Seams at Lohapatti Colliery of W.J. Area of BCCL.

Petitioner was declared successful and was issued a Letter of Acceptance on 19.07.2011 (Annexure 1 to the writ application) followed by a Work Order dated 02/25.01.2012 (Annexure 2 to the writ application). Bare perusal of the work order would show the following –

(i) The scope of work included purchase/acquisition of 49.86 acres of private land which was required to be transferred in the name of BCCL. This fact finds mentioned in the description of scope of work at Serial No.3.0 (page 72). As per

Clause 1 of the Work Order, the work was required to be completed within 20 months. Clauses 17 and 18 of the Work Order (page 75) read as under:-

17. Your first activity will be acquisition of 49.86 Acres of Private land, registration of the land in the name of BCCL and providing physical possession of the said land free in all respect in the hands of BCCL.

18. Actual value of land as per registration documents will be paid by BCCL directly to the land owner at the time of registration for which you will act as facilitator.”

Thus, apparently, the first activity under the contract was acquisition of 49.86 acres of private land.

4. At this stage it is pertinent to mention here that the Petitioner in paragraph 13 has admitted that 11.20 acres of land was purchased by the Petitioner in its name. Apparently, under the Work Order and the terms of the Contract, land was required to be purchased in the name of BCCL.

Vide Annexure-6 series, the Petitioner was provided the details of land required to be acquired in the name of BCCL. However, instead of doing so, as will be apparent from own admission of the writ petitioner in their letter dated 04.07.2012 (Annexure at page 88), the petitioner got certain sale-deeds executed in its name and started claiming payment against the same. Apparently, petitioner deliberately did not get a single inch of land acquired in the name of BCCL and, therefore, could not even complete the first activity as required under the Contract.

5. The Respondents have filed a detailed counter affidavit in the instant writ application on 09.03.2022 wherein it has specifically described the scope of execution of the work in paragraph 7 and thereafter in paragraph 8 of the counter affidavit, the Respondents have specifically pleaded that as per the Work Order, the first activity of the Petitioner was acquisition of 49.86 acres of private land which was required to be registered in the name of BCCL and physical possession of the said land was required to be taken free from all encumbrances.

Under Clause 18 of the Work Order, the actual value of the land as per the registration documents was payable by the BCCL directly to the land owners at the time of registration of the Contract.

Clause 21 of the Work Order further provided as under:-

“21. BCCL will provide you the required land for execution entirely/in a phased manner and/or restrict the magnitude of the work depending up on the availability of land for the purpose for which you will have no claim on BCCL and no compensation on this ground will be paid. The balance land i.e. 49.86 Acres as mentioned in the Price BID (Part – II) of the Tender Document are required to be Purchased/Acquired by your firm. Engagement of your Firm for this purpose will be considered as facilitator for land acquisition. Land acquired by you as

facilitator shall have to be transferred legally in the name of BCCL for which Area have to take all necessary steps. However, before starting the work land should be in physical possession of the Area Authority free from all encumbrances.”

6. The Respondents have specifically pleaded in paragraph 9 of the counter affidavit that the Petitioner could not even acquire a single piece of land in the name of BCCL and as such, no amount fell due. Demand of the petitioner is imaginary, as even the first activity as mentioned in the Work Order has not been completed. It has been specifically pleaded in paragraph 28 of the counter affidavit that no claim of the Petitioner has been admitted nor any bill of the Petitioner was ever processed.

7. Having heard learned counsel for the parties and going through the different clauses of the terms of contract and the averments made in the respective affidavits; we are of the opinion that the Petitioner could not even get a small fraction of land out of 49.86 acres of private land registered in the name of BCCL and, therefore, in absence thereof, the claim of the Petitioner for payment of due does not seems to be justified.

8. Moreover, it further transpires from the averments made in paragraph 34 of the counter affidavit that the final letter for foreclosure of the contract was issued on 17.05.2014; whereas, the writ application has been filed only in the year 2021 i.e. after lapse of 07 years and, therefore, the claim of the writ petitioner even otherwise is barred by limitation.

9. The law is now well settled that a non-statutory contract having disputed question of facts cannot be decided under writ jurisdiction. The writ application has been filed seeking adjudication of a dispute arising out of a non-statutory contract involving several disputed questions of facts which per se is not maintainable. (Refer Rajasthan State Industrial Development and Investment Corporation and Another Vs. Diamond & GEM Development Corporation Limited and Another, [(2013) 5 SCC 470, Para - 19 to 21] & Joshi Technologies International INC Vs. Union of India and Others, [(2015) 7 SCC 728]

10. As stated hereinabove, the petitioner, as per his own admission, has failed to even commence or complete even the first activity as prescribed in the Work Order and, therefore, cannot be held entitled to any claim or part thereof. Further, the claim is hopelessly barred by limitation, inasmuch as, the contract was foreclosed far back in the year 2014 and the writ application has been filed after 07 years in the year 2021.

11. Having regard to the aforesaid discussions and the facts narrated hereinabove, the instant writ application is liable to be, and, is hereby, dismissed. However, there shall be no order to cost.