

(2015) 03 PAT CK 0032

In the Patna High Court

Case No : Civil Writ Jurisdiction Case Nos. 22152, 22215, 22363 of 2011 and 8341 of 2012

Prahalad Stone Works and Others

APPELLANT

Vs

State of Bihar and Others

RESPONDENT

Date of Decision : 24-03-2015

Acts Referred:

Citation : (2015) 3 PLJR 349

Hon'ble Judges : Mihir Kumar Jha, J.

Bench : Single Bench

Advocate : S.D. Sanjay, Senior Advocate and Ram Vinay Prasad Sinha, for the Appellant; D.K. Sinha, (Mines) and Rajendra Prasad, Spl. P.P. (Mines), Advocates for the Respondent

Final Decision : Dismissed

Judgement

Mihir Kumar Jha, J.—All these four writ applications involving the same and identical issue have been heard together and are being disposed of by this common judgment.

2. In all these four writ applications, the petitioners while assailing the order passed by the Collector of Munger district dated 14.06.2011 cancelling the stockist license of the petitioners in Form-C under Rule-7(1) of Bihar Mining (Prevention of Illegal Mining Transportation and Storage) Rules-03, as also the revisional order dated 26.08.2011 passed by the Mines Commissioner in the separate revision applications filed by the petitioners have also agreed for the consequential relief by way of restoration of the license of the petitioners in order to enable them to run their Crushers and a direction to the District Magistrate, Munger was also the mining officials of the Munger district to ensure availability of bulk stone to be used as raw material in the Crusher of the petitioners. A further prayer has been made by all the petitioners to unseal their premises in addition to one of the certificate proceedings launched against the petitioners pending before the Certificate Officer, Mines and Geology, Munger. In fact all the

petitioners have also prayed for an alternative relief by way of a direction to the respondents to close the matter without demand against each other taking a plea that the respondents having granted license for 20 years after considering the sufficient availability of mines and raw materials had refused to renew mining lease of the lessee in the district and thereby had denied the supply of raw materials to the petitioners and thus contributing in commission of default by the petitioners.

3. The facts giving rise to these four writ applications in fact also lies in a very narrow compass. An advertisement dated 14.05.2006 was issued by the Munger Collectorate for grant of stockist license for use of Crusher and the petitioners upon being declared successful in the bid were also granted stockist license on 10.05.2007. It is the case of the petitioners that when they were also required to deposit the first installment as also the amount of security, the same was deposited by them whereafter they had set up their Crusher Unit and made huge investment ranging in between 25 lacs to 30 lacs approximately.

4. The petitioners have also stated that though they were entitled to get subsidy for their respective Units by way of margin money from Khadi and Village Industries Commission (KVIC) but they could not get assured amount of subsidy. Their common complaint in fact is that as against the projection of 56 mining lease from which the petitioners had to receive the raw materials for operation of their Crushers only few had remained operational, as lease of most of them had already expired. Additionally they also claim that their business activities were adversely affected on account of ongoing litigation in respect of dispute relating to lease leading to suspension of their mining operation. The petitioners have therefore, come out with the case that they could not do sufficient work of blasting in their mines as there was complete dearth of raw materials in the district of Munger. In nutshell, their grievance as highlighted in different paragraphs of the writ applications is that they did not get the required quantity of raw materials to run the Crusher and as a result thereof their Crusher Unit could not become functional and had to close down immediately after commencement of its production.

5. According to the petitioners, even when they could not become fully operational and functional on account of the aforesaid constraints they had still deposited some amount on 30.03.2009, by bank draft but still they were branded to be defaulters in paying the installments and subjected to certificate proceedings as also the cancellation of their license on the ground of non payment of the installment amount under the order of the Collector of the Munger district dated 14.06.2011. The aforesaid order of the Collector dated 14.06.2011 despite being assailed in revision filed by the petitioners was, however, affirmed by the Mines Commissioner in his order dated 26.08.2011, whereafter these writ applications were filed in the month of December-2011.

6. Let it be noted that though the counter affidavits have been filed in all these four writ applications separately, the stand of the respondent-authorities of the

Mining Department is one and the same, wherein, it has been asserted that the petitioners by defaulting in making payment of the installments as per the terms and conditions of the license had caused violation which ultimately led to cancellation of their licenses as also realization of the due amount by initiating certificate proceedings. The respondents in this regard have also enclosed a chart as many as 14 licences including the petitioners whose licenses were cancelled by the Collector of the Munger district only on account of breach of terms and conditions of the licenses including non payment of the installments.

7. The respondents in their counter affidavit have also clarified that no assurance much less any guarantee was given to the petitioners to provide any specified quantity of raw materials and the petitioners when they had accepted the terms and conditions of the license with their eyes open could not have made a grievance of their business going into loss on account of failure on their part to extract the raw materials. The respondents in fact have also categorically taken a stand that loss or profit in business was the concern of the petitioners and the State was only required to enforce the terms and conditions of the license under which the petitioners had undertaken to pay the bid amount in installments.

8. Mr. S.D. Sanjay, learned senior counsel appearing on behalf of the petitioners in all these cases had basically concentrated on the aspect that the payment of license fee as quantified in the license was subject to the operation of crushers of the petitioners, inasmuch as, such amount was offered by the petitioners for a total period of lease of twenty years and when the petitioners could not be allowed to do the mining operation, they could not have been compelled to deposit the installment as initially agreed by them while being granted license.

9. Mr. Sanjay, in this regard has also submitted that there was a promise made to the petitioners and other bidders in the auction notice itself which had bound the respondent-Collector and the officials of the Mining Department, Munger to provide sufficient number of mines from which the raw materials could be extracted by the petitioners in making their Crushers operational and functional and the moment it is not disputed that the respondent had failed to provide adequate number of mining area to the petitioners, the respondents themselves having breached the terms and conditions of the license and could not have taken any punitive action against the petitioners. In this regard, he has relied on the settled principles of estoppels and legitimate expectation by referring to the judgment of the Apex Court in the case of B.L. Sreedhar and Others Vs. K.M. Munireddy (Dead) and Others, and Ashoka Smokeless Coal Ind. P. Ltd. and Others Vs. Union of India (UOI) and Others, .

10. Mr. D.K. Sinha, learned AAG-2 appearing on behalf of the State has submitted that all these pleas which have been taken before this Court were never raised by the petitioners either before the original authority namely, the Collector of Munger district or even before the revisional authority i.e. the Mines Department. He has also submitted that in a case of present nature neither the plea of promissory estoppel nor the plea of legitimate expectation can be made

applicable.

11. First of all, this Court would not find any merit in the submission of the learned counsel for the petitioner that doctrine of promissory estoppel could not be made applicable in the facts of the present case. The doctrine of estoppel is only an extended version of estoppel. Estoppel is a rule of evidence laid down when one person has by his act, omission, declaration or conduct caused or allowed another person to believe a thing or state of affairs to be true and to act upon that belief, neither he nor his representation be permitted to deny the truth of that thing or state of affairs. In other words, where a person by his words or conduct has caused another to believe the existence of certain state of thing, and induce him to act on that basis so as to change his previous position to his prejudice the former is prevented from asserting the latter to be a different state of affairs as is existing. This settled principle in law has been beautifully summed up by Lord Denning in his article published in "Recent Developments in the Doctrine of Consideration" Modern Law Review, Vol-15 where while dealing with the subject under the heading Development in the doctrine of consideration" has explained the doctrine of estoppel in a very simple but yet illustrative manner, wherein, he says:--

"A man should keep his word. All the more so when the promise is not a bare promise but is made with the intention that the other party should act upon it. Just as contract is different from tort and from estoppel, so also in the sphere now under discussion promises may give rise to a different equity from other conduct." 12. This principle has also been followed by the Apex Court in a series of judgments including in the case of *Sunderabai Deshpande and Another Vs. Devaji Shankar Deshpande*, *Kasinka Trading and another*, etc. etc. *Vs. Union of India and another*, *B.L. Sreedhar and Others Vs. K.M. Munireddy (Dead) and Others*, *D.C.M. Ltd. and Another Vs. Union of India (UOI) and Another*, *Union of India (UOI) and Others Vs. Godfrey Philips India Ltd.*, *Vasantkumar Radhakisan Vora Vs. The Board of Trustees of the Port of Bombay*, *Express Newspapers Pvt. Ltd. and Others Vs. Union of India (UOI) and Others*, *State of Himachal Pradesh and others etc. Vs. Ganesh Wood Products and others*, etc., *Turner Morrison and Co. Ltd. Vs. Hungerford Investment Trust Ltd.*, *Sharma Transport Rep. by D.P. Sharma Vs. Government of Andhra Pradesh and Others*, *Bangalore Development Authority and Others Vs. R. Hanumaiah and Others*, .

13. Mr. Sanjay, however, when asked to refer to any such promise made by the Collector of Munger district prior to grant of license to the petitioners for providing area of mining lease for making the Crushers of the petitioners operational and functional has not been able to produce any such document. He, however, has relied on the following portion of the auction notice contained in the advertisement dated 14.05.2006, which for the sake of convenience and clarity is quoted hereinbelow:--

14. According to Mr. Sanjay, it is the aforesaid underlined first sentence of the

advertisement which had made promise to the petitioners and other intending bidders for making availability of sufficient number of mining lease for operation of crushers.

15. In the considered opinion of this Court, the first sentence of the advertisement which has been underlined by this Court nowhere even remotely refers to any such promise because all that has been said that twenty stockists license were to be granted in the district of Munger keeping in view the existing number of license of stockists of stone, the capacity of the Crushers and the number of mining lease. According to this sentence or in fact from the whole of the advertisement, this Court would not be in a position to find any promise made to any bidder that in the event of successful in the bid and granted license he was to be also given sufficient number of mining lease for making their Crushers operational.

16. This Court would then refer to license itself to find out as to whether there was any promise or condition undertaken by the respondents to provide them sufficient number of mining lease. One of the such license of the petitioner in CWJC No. 22152 of 2011, which is absolutely identical in all the four cases is quoted hereinbelow:--

17. From the terms and conditions of the license while this Court would not find any such promise or condition undertaken by the respondents to provide sufficient number of mining lease but then it would find that the petitioners have obtained their licenses for a period of twenty years and had undertaken to pay the fixed amount in seven equal installments in seven years and in the event of failure of any of the installment interest @ 24 per cent per annum was to be charged for a period of six months whereafter the license could be cancelled. Thus, neither the agreement nor the terms and conditions of the license had even remotely made any promise or representation to the petitioners for availing the benefit of license, the state was bound to provide sufficient number of lease area for mining operation.

18. Having thus come to the conclusion that no promise was made to the petitioners by the respondents, the doctrine of promissory estoppel would never come into application much less shall apply to the facts of the present case. In fact no material has been placed before this Court to show that any promise was made or any assurance was held out to the petitioners by any competent authority of the State Government for making availability of the stone chips to make the crushers of the petitioners functional.

19. The Apex Court in the case of Executive Engineer, Uttaranchal Power Corporation Vs. Kashi Vishwanath Steel Ltd. and Others, , had gone to hold that unless there is a promise made there shall be no estoppel, inasmuch as, before the party can rely upon the doctrine of promissory estoppel it will have to make a specific averment and place material on record to demonstrate that the promise was made indeed to it. In this regard the Apex Court had held as follows:--

"In the absence of even an averment to the effect that there was a promise made by the U.P. State Power Corporation regarding supply of energy without payment of surcharge and in the absence of any material to show that the respondent-KVSL had indeed acted upon any such promise it is difficult to see how the said company can insist upon any such non-existent promise being made good. It is trite that before a party can rely upon on the doctrine of promissory estoppel it must make a specific averments and place material on record to demonstrate that a promise was indeed made to it. There is neither any averment nor any material to support the plea of promissory estoppel in the case at hand. " 20. In that view of the matter, the plea of promissory estoppel, in absence of any promise, as raised by Mr. Sanjay is wholly misconceived either on fact or in law.

21. Let it be made, however, clear that when an argument was made by Mr. Sanjay on 10.07.2014, that in the district of Munger after amendment in Rule-53 of Bihar Mines and Minerals Rule-1972 brought into force from 26.02.2010 almost no mining lease had survived so as to allow the petitioners to avail the benefit of their licenses, an order was passed by this Court directing the respondents to clarify this aspect by filing a supplementary counter affidavit, relevant portion whereof reads as follows:--

"A week's time is prayed by Mr. D.K. Sinha, AAG-2, learned counsel appearing on behalf of the Mines Department, to not only produce the records of the revisional application filed by the petitioners, but also to file a supplementary counter affidavit confining only to the issue that as on 26.02.2010, when by amendment in Bihar Minor Mineral Concession Rules, 1972, Rule 53 was introduced/added, how many mining lease for stone were operational in the District of Munger and for what period. The supplementary counter affidavit will contain the names and the period of each of the lease holder for mining of stone in the Munger district for the period of 2006 onwards." 22. The respondents have thereafter filed their supplementary counter affidavit clarifying the aforementioned query of the Court and paragraph No. 4 of the supplementary counter affidavit reads as follows:--

"That there were 26 (Twenty six) mining leases existing in Munger district at the time of Advertisement and auction held on 09.08.2006 and 11.06.2007 respectively for the settlement of stone crusher units of the petitioners. " 23. In the supplementary counter affidavit a chart of 26 mining lease has been enclosed which were available on the date of auction and out of them cancellation of mining lease was made only in respect of six of them during the subsistence of the license of the petitioner. Thus, on fact also it cannot be said that sufficient number of mining lease were not available for undertaking the operation of business of the petitioners pursuant to grant of their lease. As a matter of fact, when this Court would find that in the lease of 26 mining leases only six of them were cancelled during the subsistence of those licences of the petitioners nothing is left for speculation that the petitioners were never duped much less in the year

2007, as has been projected in the pleading of the writ applications followed by submission of Mr. Sanjay, learned counsel for the petitioners.

24. What is still more significant to be noted here is that during the period of lease of the petitioners had remained operational and valid before being their cancelled under the impugned orders passed by the Collector of Munger district, none of the petitioners had even represented their case before the licensing authority i.e., Collector of Munger District that either on account of expiry of period of lease and on account of cancellation of such mining lease, the petitioners were not in a position to undertake the business activities. Let it be noted that the petitioners became defaulters immediately on expiry of the first year of their terms and condition of the license because it is on record that the petitioners had deposited only the first installment in the year-2007 and thereafter they had never paid any amount of the installment in full. The petitioners in fact had made payment of part of the amount only in the year 2008 and thereafter had made no payment at all in 2009, 2010 and 2011 as a result whereof the impugned order was passed by the Collector of Munger, district on 14.06.2011 in accordance with the terms and conditions of the license as would be also apparent from the specimen copy in the case of Prahalad Stone Works (CWJC No. 22152 of 2011), which reads as follows:--

25. It is equally significant to note here that the aforesaid order was assailed by the petitioners before the Mines Commissioner in revision and whatever plea was raised by the petitioners over there as recorded in the order of the revisional authority dated 28.06.2011, specimen copy whereof in the case of M/s. Prahalad Stone Works is reproduced hereinbelow:--

"The petitioner has submitted that he could not run the business of stone crushing because of health and financial problems which led to the default of payment. He also submits that he is willing to pay installments now and therefore the order of the cancellation of Collector be set aside and his license be restored. There is nothing on record by way of evidence to support this. " 26. From a bare reading of the order of the revisional authority, it would become clear that the only plea taken by all the petitioners before the Mines Commissioner was that they could not run the business because of health and financial problem which led to default of payment. The petitioners in fact had sought a liberty to make payment of the due amount in installments for restoration of their licenses. Thus it now becomes clear to this Court that the plea of non availability of sufficient number of mining lease is a new invention of the petitioners only before this Court, which would also become more clear from the memo of revision, wherein, the grounds for setting aside the order of cancellation of licenses passed by Collector of Munger district were identical reading as follows:--

"11. Grounds of Revision:--

(i) A stockist licence for stone mineral for use in Crusher has been settled in

favour of the petitioner on an amount of Rs. 13.05 Lacs(Rupees Thirteen Lacs Five Thousand) in the order of the Collector, Munger in Mauza Rampur Kala Plot No. 35 and 36 having an area of 20 katha for a period of 20 years.

(ii) The Stockist licence being stockist Licence No. 23 of 2007 was issued after payment of of Ist instalment of Rs. 1,86,429/-. As per terms and condition of the licence, the petitioner is required to pay the bid amount in seven equal annual instalment of Rs. 1,86,429/-.

(iii) That the petitioner for installation for crusher and for smooth running of the Crusher took a loan of Rs. 10 Lakh from Punjab National Bank.

(iv) That the petitioner unfortunately in the year 2009 met with a serious accident and was hospitalized. Due the injury caused in the face region and operations the petitioner could not to the full satisfaction. The accident caused serious financial problem to the petitioner. The petitioner failed in deposit of instalments. The petitioner could manage to deposit Rs. 49,000/- and thereafter Rs. 20,000/- towards instalments.

(v) That the learned Collector, Munger by his order dated 14.06.2011 cancelled the stockist licence of the petitioner on the ground of default in payment of instalment. The order of the learned Collector, Munger was communicated to the petitioner by the Mineral Development Officer, Munger vide Memo No. 1018M dated 14.06.2011.

(vi) That the petitioner most humbly submit that the petitioner has all the willingness and desire to pay the instalments. The petitioner is ready to pay the instalments and is taking all the necessary steps to clear the dues. The delay has been cause due to the accident and injury to the petitioner. The petitioner humbly submits that he deserves a sympathetic consideration.

(vii) That on the facts and circumstances of the case, the petitioner humbly submit that it is expedient in the interest of Justice that the order of cancellation as contained in Annexure-1(Memo No. 1018/M dated 14.06.2011) be set aside and petitioner be permitted to continue with his work."

27. This Court, therefore, would also find that whatever plea has been taken by Mr. Sanjay in course of his submission is not at all supported by the records enclosed with the writ application and in fact an attempt has been made by the petitioners to mislead this Court by suppressing the fact that the plea of non availability of sufficient number of lease leading to forceful closure of the mining operation of the stone material for reaping benefit of the stockist license for stone materials was in fact never raised by the petitioners before the competent authorities and a new plea for the first time has been developed only in course of filing of these writ applications. Such recourse however is also not permissible, inasmuch as, whenever an order of a statutory authority on fact is sought to be assailed by the petitioner he has to firstly raise those question only before the statutory authority because non consideration or wrong consideration of such

fact by the statutory authority can only become a ground for judicial review of this Court. Thus, when such facts were never raised before the statutory authority, like in the present one by the petitioners in revision application before the Mines Commissioner, the same cannot be raised for the first time in this writ application.

28. The reliance placed by the learned counsel for the petitioners on the judgment of the Apex Court in the case of B.L. Sreedhar (supra) is wholly misplaced, inasmuch as, the fact therein were entirely different. In that case plaintiff and his sons were living in joint mess and shelter and the plaintiff was katha of Hindu undivided family, who with defendant No. 3 his son, through first wife had applied for re-grant under the Act. The Assistant Commissioner thereafter had passed an order re-granting the land and plaintiff gave his consent for re-grant of entire land in favour of the defendant No. 3 his son. Later on he had applied for permission to sell the land. The permission was granted accordingly. Defendant No. 3 sold lands in favour of Defendant Nos. 7 to 9, who on the same date sold the land to defendant Nos. 1 and 2. A Civil suit was thereafter filed seeking declaration and injunction by the plaintiff father against his son defendant No. 3 and alienees of land to the effect that the plaintiff is the absolute owner of the suit-schedule property; and consequently for a permanent injunction restraining the defendants alienees from interfering with the peaceful possession and enjoyment of the suit-schedule property either by themselves or through their agents or assignees. Thus, whatever was observed and held by the Apex court as with regard to representation and promise were based on the individual facts of that case. This Court would fail to understand as to how the ratio laid down in the case of B.L. Sreedhar (supra) can be made applicable in the present cases.

29. Coming to the last plea of doctrine of legitimate expectation which also has been invoked by Mr. Sanjay, for assailing the impugned order, it has to be held that the same also will not apply to the facts of the present case. The doctrine of legitimate expectation in fact is nothing else but also a subtle form of the concept of general principles of natural justice and fair play in action. In Halsbury's Law of England (4th edition), Reissue Vol (1) (1), para 81, page 151, it has been stated that:--

"A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though he has no legal rights in private law to receive such treatment. The expectation may arise either from a representation or promise made by the authority, including an implied representation, or from consistent past practice." 30. The same principle has been followed even by the Courts in India. Reference in this connection may be usefully made to the judgment of the Apex court in the case of Navjyoti Co-operative Housing Society etc. Vs. Union of India and Others, , Supreme Court Advocates-on-Record Association and another Vs. Union of India, , Food Corporation of India Vs. M/s. Kamdhenu Cattle Feed Industries, , Union Territory of Chandigarh Vs.

Dilbagh Singh and others, and Madras City Wine Merchants" Association and Another Vs. State of T.N. and Another, .

31. Thus, on an overall consideration of the doctrine of legitimate expectation as explained by the Apex Court, it can be safely said that if there is an expressed promise held out or a representation made by public authorities or because of existence of past practice which the claimant can reasonably expect to continue on account of clear and unambiguous promise and representation, only in such cases the principle of legitimate expectation can be invoked.

32. By now it is also well settled that the doctrine of legitimate expectation does not apply in the contractual field, inasmuch as, since a contract is concluded the expectation, if any, comes to an end and thereafter the parties are only bound by the promise of the contract, the doctrine of legitimate expectation has no application in relation to a dispute arising out of a contract qua contract. In case where concluded contract has been arrived at there cannot be any legitimate expectation that he would be allowed to continue with the contract. In this regard reliance can be safely placed on the judgment of the Apex Court in the case of Indian Aluminium Company Limited and another Vs. Karnataka Electricity Board and others, , wherein, the Apex Court refused to apply the principle of legitimate expectation on the ground that when relationship between the parties is contractual there is no scope of legitimate expectation. The Apex Court in this regard had held that:--

"Agreement was not the outcome of unilateral promise or assurance held out by the State or the Board to the Company. The agreement was the result of the negotiations between the parties. Therefore, the foundation for application of legitimate expectation was absent." 33. Yet again in the case of Ram Pravesh Singh and Others Vs. State of Bihar and Others, , involving the question as to whether the employees of Futwah - Phulwarisharif Gramya Vidyut Sahakari Samiti Ltd., which was a Co-operative Society, could claim absorption in the service of the Bihar State Electricity Board by invoking the doctrine of legitimate expectation, the Apex Court had held as follows:--

"14. What is legitimate expectation? Obviously, it is not a legal right.

It is an expectation of a benefit, relief or remedy, that may ordinarily flow from a promise or established practice. The term "established practice" refers to a regular, consistent predictable and certain conduct, process or activity of the decision-making authority. The expectation should be legitimate, that is, reasonable, logical and valid.

Any expectation which is based on sporadic or casual or random acts, or which is unreasonable, illogical or invalid cannot be a legitimate expectation. Not being a right, it is not enforceable as such. It is a concept fashioned by courts, for judicial review of administrative action. It is procedural in character based on the requirement of a higher degree of fairness in administrative action, as a consequence of the promise made, or practice established. In short, a person can

be said to have a "legitimate expectation" of a particular treatment, if any representation or promise is made by an authority, either expressly or impliedly, or if the regular and consistent past practice of the authority gives room for such expectation in the normal course. As a ground for relief, the efficacy of the doctrine is rather weak as its slot is just above "fairness in action" but far below "promissory estoppel". It may only entitle an expectant : (a) to an opportunity to show cause before the expectation is dashed; or (b) to an explanation as to the cause for denial. In appropriate cases, courts may grant a direction requiring the Authority to follow the promised procedure or established practice. A legitimate expectation, even when made out, does not always entitle the expectant to a relief. Public interest, change in policy, conduct of the expectant or any other valid or bona fide reason given by the decision-maker, may be sufficient to negative the "legitimate expectation".

The doctrine of legitimate expectation based on established practice (as contrasted from legitimate expectation based on a promise), can be invoked only by someone who has dealings or transactions or negotiations with an authority, on which such established practice has a bearing, or by someone who has a recognized legal relationship with the authority."

34. In the case of Official Liquidator Vs. Dayanand and Others, , the Apex Court had again held that where no promise was made by the Government there would be no question of application of the doctrine of promissory estoppel or even legitimate expectation.

35. In the facts of the present cases, this Court therefore has to again record the same findings as held earlier while examining the plea of promissory estoppel because here again there is no promise of representation made to the licensee to provide sufficient number of lease agreement for undertaking the stone crushing business of the petitioner and in fact when this Court has also found that the petitioners themselves had never been serious either in carrying out its mining operation or even raising such a plea at an appropriate point of time before the Collector of Munger district or even before the Mines Commissioner the plea of legitimate expectation as raised by Mr. Sanjay also must fail.

36. Thus, for the reasons indicated above, this Court would find no error in the impugned order passed by the Collector of Munger district cancelling the license of the petitioners or its affirming order in revision passed by the Mines Commissioner.

37. Admittedly when the petitioner had not paid the mining dues as per the terms and conditions of the license such amount became recoverable for which certificate proceedings has been launched against the petitioners and they also cannot be held to be bad. Such certificate proceeding therefore must continue against the petitioners and also brought to its logical conclusion.

38. That being so, all these four writ applications do not have any merit and are, accordingly, dismissed.

39. There would be however, no order, as to cost.