

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF APRIL, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

THE HON'BLE MR. JUSTICE C.M. POONACHA

WRIT PETITION NO. 20531 OF 2025 (GM-FOR)

BETWEEN:

THE SANDUR MANGANESE AND
IRON ORES LIMITED
A COMPANY INCORPORATED
UNDER THE COMPANIES ACT, 1973
REG OFFICE AT 'SATYALAYA'
DOOR NO. 266, WARD NO.1
BEHIND TALUKA OFFICE
SANDUR 583119
DISTRICT BALLARI

AND HAVING ITS CORPORATE
OFFICE AT SANDUR HOUSE,
NO. 9, BELLARY ROAD
SADASHIVANAGAR
BENGALURU 560 080
THROUGH ITS AUTHORIZED SIGNATORY
SMT. NEHA THOMAS
EMAIL: NEHA.THOMAS@SANDURGROUP.COM
PH I (=91) 9448497985

Digitally
signed by
NIRMALA
DEVI
Location:
HIGH
COURT OF
KARNATAKA

...PETITIONER

(BY MR. MUKUL ROHATGI, SENIOR ADVOCATE,
MR. UDAYA HOLLA, SENIOR ADVOCATE A/W
MR. ARJUN PERIKAL, ADVOCATE
MR. AJIT WARRIER, ADVOCATE
MR. ANGAD KOCCHAR, ADVOCATE
MR. ADITYA SARIN, ADVOCATE
MR. DEVASHI SINGH, ADVOCATE
MR. MOHAMMAD ABDUL SALEEM, ADVOCATE

MR. ADRE PETER, ADVOCATE
MS. VEDANT KASHYAP, ADVOCATE
MS. SAKSHI AGARWAL, ADVOCATE)

AND:

1. DEPUTY CONSERVATOR OF FORESTS
OFFICE OF DEPUTY CONSERVATOR
OF FORESTS, BALLARI DIVISION
RADIO PARK OPP ITI COLLEGE
MINI ZOO COMPOUND
BALLARI 583102
EMAIL: DCFBELLARYT@GMAIL.COM
2. PRINCIPAL CHIEF CONSERVATOR
OF FORESTS (FOREST CONSERVATION)
AND NODAL OFFICER (FCA),
ARANYA BHAVAN
18TH , 3RD FLOOR
MALLESHWARAM CROSS
BENGALURU 560 003
EMAIL: APCCFFC@GMAIL.COM
3. THE STATE OF KARNATAKA
REPRESENTED BY ITS ADDITIONAL
CHIEF SECRETARY
DEPARTMENT OF FORESTS ECOLOGY AND
ENVIRONMENT 4TH FLOOR
M S BUILDING
DR AMBEDKAR VEEDHI
BENGALURU 560 001
EMAIL : PRS-FEE@KARNATAKA.GOV.IN;
SECYENV-FEE@KARNATAKA.GOV.IN;
SECYFORESTFEE@GMAIL.COM
4. UNION OF INDIA
REPRESENTED BY ITS DIRECTOR
GENERAL OF FOREST AND
SPECIAL SECRETARY
FOREST CONSERVATION DIVSIION
MINISTRY OF ENVIRONMENT FORESTS AND
CLIMATE CHANGE
INDIRA PRAYAVARAN BHAWAN

JORBAGH ROAD
NEW DELHI 110 003
EMAIL: DGFINDIA@NIC.IN

...RESPONDENTS

(BY SRI. KIRAN V RON, AAG A/W
SMT. NILOUFER AKBAR, AGA FOR R1 TO R3
SRI. GOUTHAM C ULLAL, CGC FOR R4)

THIS WP IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF CERTIORARI OR ANY OTHER APPROPRIATE WRIT, ORDER OR DIRECTION QUASHING AND SETTING ASIDE THE COMMUNICATION DATED 20/06/2025, BEARING NO.M1/MNG/SMIORE/ML.NO.2678(2580)/2023-24 AND THE COMMUNICATION DATED 20/06/2025, BEARING NO.M1/MNG/SMIORE/ML.NO.2679(2581)/2023-24, ISSUED BY THE RESPONDENT NO.1 (AT ANNEXURE-A AND ANNEXURE-B AS WHOLLY ARBITRARY, UNREASONABLE AND ULTRA VIRES THE BINDING 2015 GUIDELINES ISSUED BY THE RESPONDENT NO.4 AND ETC.

THIS WRIT PETITION HAVING BEEN HEARD AND RESERVED FOR ORDERS, COMING ON FOR PRONOUNCEMENT THIS DAY, ORDER WAS PRONOUNCED AS UNDER:

CORAM: HON'BLE MR. VIBHU BAKHRU ,CHIEF JUSTICE
and
HON'BLE MR. JUSTICE C.M. POONACHA

CAV JUDGMENT

(PER: HON'BLE MR. JUSTICE C.M. POONACHA)

1. The present writ petition is filed seeking for the following reliefs:

"(i) Issue a Writ of Certiorari or any other appropriate Writ, order or direction quashing and setting aside the Communication dated 20.06.2025, bearing No. M1/MNG/SMIORE/ML. No.2678(2580)/2023-24 and the Communication dated 20.06.2025, bearing No. M1/MNG/SMIORE/ML. No.2679(2581)/2023-24, issued by the Respondent No. 1 (at Annexure A and Annexure B) as wholly arbitrary, unreasonable and ultra vires the binding 2015 Guidelines issued by the Respondent No. 4;

(ii) Issue a Writ of Mandamus or any other appropriate Writ, order or direction directing the Respondent Nos. 1 to 3 to execute supplementary Forest Lease Agreements in favour of the Petitioner extending the term of its existing Forest Clearances dated 12.03.2007 and 14.03.2007 upto 31.12.2033 (i.e. the date upto which the Mining Leases held by the Petitioner will remain valid);

(iii) Issue a Writ of Mandamus or any other appropriate Writ, order or direction restraining the Respondents, or anyone acting through any of them or on their behalf, from demanding any new or additional compliance or claiming any additional or further charges or CA land with respect to the broken-up area of the land with respect to the Forest Clearances granted in favour of the Petitioner prior to 1980 by relying on the 2023 Guidelines or otherwise, or from otherwise

interfering with the mining operations of the Petitioner till 31.12.2033 in any manner; and

(iv) Pass such other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of this case and in the interests of justice and equity, including costs."

2. The petitioner, a public listed company incorporated on 18.01.1954 under the provisions of the Companies Act, 1913, was granted mining lease [Mining Lease No.190 - **ML No.190**] for both Manganese Ore and Iron Ore, effective from 01.01.1954, for a period of 20 years i.e., up to 31.12.1973. Prior to the said mining lease being granted to the petitioner, the mines were operated by another company from 01.01.1904 to 31.12.1953.

3. ML No.190 was renewed for a further period of 20 years effective from 01.01.1974. However, the same was split into Mining Lease Nos.1952 and 1179. The said leases were operative up to 31.12.1993.

4. During the pendency of the said mining leases, the Forest Conservation Act, 1980 [**FC Act**] came into force on 25.10.1980. Accordingly, the petitioner submitted applications under the FC Act on 29.12.1992 to respondent No.4 - Union of India [**UOI**] through respondent Nos.1 to 3 (i.e., State of Karnataka by its Deputy

Conservator of Forests [**DCF**]), seeking Forest Clearances [**FCs**] for ML Nos.1952 and 1179. The UOI granted FCs for the said ML Nos.1952 and 1179 on 06.12.1996 and 11.12.1996 respectively, for a period of 10 years.

5. The said two mining leases (ML Nos.1179 and 1952) were renewed for a further period of 20 years from 01.01.1994 to 31.12.2013 vide ML Nos.2580 and 2581 respectively.

6. The petitioner applied for renewal of the FCs on 14.08.2002. In - principle approval was granted by the UOI in respect of ML Nos.1179 and 1952 on 14.11.2006 and 15.11.2006 respectively. This was followed by grant of FCs to the petitioner on 12.03.2007 and 14.03.2007 respectively for a period of 20 years subject to certain conditions.

7. The FC dated 12.03.2007 in relation to ML No.1952 was granted for diversion of 142.58 hectares of forest land under the said mining lease subject to:

- a. Compensatory Afforestation to be raised and maintained over 57.58 hectares of non-forest land;
- b. The non-forest land identified for raising Compensatory Afforestation shall be notified by the

State (respondent No.3) as reserve forest or protected forest under the Indian Forest Act, 1927;

- c. The period of diversion shall be 20 years (subject to possession of valid lease under the Mines and Minerals (Development and Regulation) Act, 1957 [**MMDR Act**]).

8. The FC dated 14.03.2007 in relation to ML No.1179 was granted for diversion of 1615.64 Hectares (629.90 hectares already broken up and 985.74 hectares to be broken) subject to:

- a. Compensatory Afforestation to be raised and maintained over 985.74 hectares of non-forest land;
- b. The non-forest land identified for raising Compensatory Afforestation shall be notified by the State (respondent No.3) as reserve forest or protected forest under the Indian Forest Act, 1927;
- c. The period of diversion shall be 20 years (subject to possession of valid lease under the **MMDR Act**).

9. The Supreme Court vide order dt. 30.11.2006 (passed on I.A.No. 1662-63/2006 – T.N.Godavarman Vs UOI) clarified that

NPV will be payable for the entire area for which in-principle approval has been granted.

10. A demand notice dt. 29.11.2006 was issued by the DCF for CA charges in respect of ML No. 1179 (for release of 985.75 hectares to be broken area) for a sum of ₹5,34,27,108/- which was paid by the petitioner vide DD dt. 29.12.2006. A demand notice dated 11.12.2006 was issued by the Conservator of Forests in respect of ML No.1179, demanding NPV of ₹98,49,96,800/- for a total area of 1615.64 hectares which was paid vide DDs dt. 11.12.2006 & 13.12.2006. A demand notice dated 11.12.2006 was issued by the Conservator of Forests in respect of ML No.1952, demanding NPV of ₹8,55,59,600/- for a total area of 142.58 hectares which was paid vide DD dt. 11.12.2006.

11. When the petitioner made an application on 10.12.2012 for renewal of the mining lease/s w.e.f., 01.01.2014, the UOI issued communication dated 29.01.2014 to stop the mining operations. The said communication was premised on the interpretation that the forest clearance was co-terminus with the mining lease.

12. The same was challenged by the petitioner before the Supreme Court (I.A.No.208/2014 in Writ Petition (C) No.562/2009;

Samaj Parivartana Samudaya v. State of Karnataka and Ors.

The Supreme Court, vide order dated 10.02.2014 stayed the communication dated 29.01.2014.

13. Two notifications dated 23.09.2014 were issued renewing ML Nos.2580 and 2581 (subsequently treated as ML Nos.2678 and 2679 respectively) w.e.f., 01.01.2014 for a period of 20 years i.e., up to 31.12.2033. Accordingly, the mining lease deeds were also executed in favour of the petitioner on 20.03.2015.

14. It is pertinent to note here that with respect to M.L.No. 2580, which was renewed as M.L.No. 2678, the area leased has been mentioned in the notification dt. 23.09.2014 as 2837 hectares in SM & RM Blocks, Sandur Taluk, Bellary Dist., whereas, in the Lease Deed dt. 20.03.2015, the area is mentioned as 1860.10 hectares. Similarly, with respect to M.L.No. 2581, which has been renewed as M.L.No. 2679, the area leased has been mentioned in the notification dt. 23.09.2014 as 378 hectares in Subbarayanahalli and adjoining Villages in SM & RM Blocks, Sandur Taluk, Bellary Dist., whereas in the Lease Deed dt. 20.03.2015, the area is mentioned as 139.20 hectares.

15. In the meanwhile, the UOI issued communication dated 01.04.2015 [**2015 Communication**] clarifying para 4.1 of the Guidelines issued under the FC Act. Para 4.16 of the Guidelines, *inter alia*, provided that "approval under the FC Act for diversion of the forest land for grant/renewal of mining leases shall normally be granted for a period co-terminus with the period of mining lease" proposed to be granted under the MMDR Act and the Rules framed thereunder and not exceeding 30 years. Vide the 2015 Communication, it provided, *inter alia*:

- a. In case of existing mining leases, approval under the FC Act shall be extended and shall be deemed to be extended upto the period co-terminus with the period of the mining lease;
- b. That the State Government should realise the NPV of the forest land for which approval under the FC Act has been extended and transfer the same to the adhoc Compensatory Afforestation Fund Management and Planning Authority [CAMPA];
- c. In case, the NPV of the forest land has not been realised for a period of two years from the date of the said communication, the approval granted under the FC Act

shall be deemed to have been kept in abeyance till the NPV of the forest land has been realised;

16. The UOI also issued a communication dated 01.05.2015, in furtherance to its earlier communication dated 01.04.2015.

17. Vide communication dated 02.11.2023 the UOI clarified that in cases involving broken up forest areas prior to 1980, the provisions of compensatory afforestation and NPV if not paid earlier, will remain applicable.

18. Vide Forest (Conservation) Amendment Act, 2023 (Act 15 of 2023), various provisions of the FC Act were amended, whereunder, inter-alia, the FC Act was called The Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 [**amended Act**]. The Van (Sanrakshan Evam Samvardhan) Rules, 2023 [**2023 Rules**] were brought into force on 29.11.2023, w.e.f. 01.12.2023.

19. Vide the order dated 29.12.2023, issued by the UOI, under Section 3-C of the amended Act, consolidated Guidelines and clarifications were issued in respect to the amended Act and 2023 Rules. It was clarified that all provisions enshrined in the Guidelines will be applicable from 01.12.2023.

20. The Supreme Court vide order dated 14.03.2024 passed on I.A.208/2014, disposed of the said application and extended the interim stay for a period of two months while granting liberty to the petitioner to approach the jurisdictional High Court. Subsequently, the petitioner has also made representations dated 18.03.2024 and 21.3.2024 seeking execution of the new forest lease agreement and for a confirmation that the FCs will be valid till 31.12.2033. Thereafter, the petitioner filed W.P. No.10766/2024 before this Court seeking for the following reliefs:

" (i) to issue a Writ of Certiorari or any other appropriate Writ or Order or direction to quash the communication dated 29.01.2014, bearing F.No. 8-15/1994-FC issued by Respondent No.1 (ANNEXURE-A) as illegal, unreasonable and without jurisdiction;

(ii) to issue a declaration that the Petitioner is in possession of valid forest clearance and that the same is valid till the renewed mining lease period i.e., 31.12.2033;

iii) to issue a writ of mandamus or any other writ or direction directing all the Respondents to not interfere with the mining operations of the Petitioner and to allow mining operations in its Mining Lease Nos. 2678 & 2679 till the expiry of the mining lease period i.e., 31.12.2033.

(iv) to issue a writ of mandamus or any other writ or direction directing the Respondents 2, 3 and 4 to execute supplementary Forest lease agreements in favour of the Petitioners for the Mining Lease Nos.2678 and No.2679 for the extended period to be valid till the expiry of the mining lease period i.e., 31.12.2033;

(v) to pass any other Order or direction or relief(s) as deemed fit and necessary in the facts and circumstances of the case, including costs."

21. This Court, vide interim orders granted in the said writ petition [W.P. No.10766/2024], continued the interim stay granted by the Supreme Court, by virtue of which the petitioner continued mining operations.

22. During the pendency of the writ petition, respondent No.1-State issued two communications dated 18.06.2024, which were in response to the representations dated 18.03.2024. Vide the representations, the petitioner sought for execution of forest lease agreements upto 31.12.2033, i.e., upto the period of the mining lease. Vide the communications, the State, relying upon the 2023 Rules, informed the petitioner that with respect to M.L.No 2679 of an extent of 142.58 hectares, the petitioner had identified CA land over an extent of 57.58 hectares instead of the entire area, and hence, directed it to identify the balance CA land of 85 hectares. With respect to M.L.No. 2678 of an area of 1615.64 hectares, the petitioner had identified CA land over an extent of 985.74 hectares and hence, directed it to identify the balance CA land of 629.90 hectares. The balance CA land was sought to be identified for processing the extension of the FCs.

23. This Court by order dated 29.04.2025, partly allowed the writ petition [WP No.10766/2024]. This Court held that the petitioner was entitled to deemed extension of the mining lease having regard to the provisions of the MMDR Act and the Rules framed thereunder. The relevant extract of the said order is as under:

"5.1 Two different law regimes operate parallelly. One under the mining leases for grant of mining lease and the tenure thereof and the other for issuance of Forest Clearance. The Forest Clearance correspond to the entitlement for the lease operations. The Forest Clearance is issued in accordance with forest laws. While the grant of mining leases to the petitioner is governed by the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 and the applicable Rules framed thereunder, the Forest Clearance is granted under Section 2 of the Act of 1980. It is done after consideration of the application or proposal by the Forest Advisory Committee constituted under Section 3 of the said Act.

5.2 The Mining Lease period and the validity period of the Forest Clearance may not and need not coincide to be co-terminus always and in all cases. The Act of 1980 in its provisions does not require that the Forest Clearance to be given under Section 2 of the Act, should be necessarily coinciding in terms of the period or that the Forest Clearance would terminate with the expiry of lease period and vice-a-versa, unless specifically provided. In the present facts, the Mining Leases of the petitioner and the Forest Clearances are not granted co-terminus in terms of their period. The premise of the impugned order has no legal conceptualization.

5.3 The details of Mining Leases granted to the petitioner, their tenure as renewed and extended from

time to time and the details of issuance of Forest Clearances are given in the preceding paragraph Nos.3.4, 3.4.1 and 3.4.2. More particularly seen at the relevant juncture namely at the stage of third renewal of the Leases which expired on 31st December 2013, the Forest Clearances were already granted on 12th March 2007 and 14th March 2007 respectively, and they were made valid till December 2026.

5.4 It is a hollow contention on part of the respondent-Union of India that the Leases of the petitioner stood terminated on 31st December 2013. They were subjected to renewal pursuant to application dated 10th December 2012 filed by the petitioner which was made in time. The renewal was delayed by the authorities which was made by Notification dated 23rd September 2014, as stated above, extending the validity of the leases retrospectively from 1st January 2014. There was no hiatus in the validity period. No gap existed. In other words, it was not right either in law or in fact, to suggest that the Leases lapsed on 31st December 2013. It is to be noted that the Forest Clearances were valid at the point of time, when the leases were renewed with effect from 1st January 2014 as above, to stand valid till the year 2026.

5.5 As the provisions of Section 8 of the Mines and Minerals (Development and Regulation) Act, 1957 read with Rule 24A(6) of the Rules as they existed on 31st December 2013 or even on the date of impugned order dated 1st January 2014, as quoted in paragraphs 3.7.1 to 3.7.4 hereinbefore, would apply, appreciating the facts in the context of the aforesaid provisions. Admittedly, the petitioner had applied for renewal within time in respect of the Leases which were to expire on 31st December 2013.

5.5.1 As per Rule 24A(6) above, the petitioner was entitled to seek renewal if the application was made within time, which was done by the petitioner. The application was not disposed of by the State Government before the date expiry of the lease. In the circumstances, the Leases of the petitioner stood deemed to have been

extended for a further period till the State Government passed the order. In the present case, it was Notification dated 23rd September 2014. The Mining Leases of the petitioner were retrospectively extended from 1st January 2014 and the deeds were executed accordingly on 20th March 2015.

5.6 The inescapable conclusion, therefore, by virtue of the operation of law as above, is that there was no termination of the Leases of the petitioner, much less existed any intermittent gap in between the expiry of the period and the renewal. The Lease period was extended retrospectively. The Leases continued to be valid and remained in subsistence. It is again to be recollected that at this stage, the Forest Clearances were available to the petitioner standing valid till 2026.

5.7 The Circular dated 25th November 1994 - the guidelines pressed into service by the respondent to assert that the Forest Clearance has to be and was co-terminus with the lease period, is not only a misplaced reliance, but the said guidelines do not apply to the facts of the petitioner. In addition to the aspect that paragraph 4.16 of the guidelines uses the phraseology 'grant/renewal of mining leases shall 'normally' be granted for a period co-terminus', the guidelines and its paragraph 4.16 are departmental instructions. They are of the nature of executive instructions only.

5.7.1 When Rule 24A(6) of the Rules aforementioned operated to extend the lease period of the petitioner by deeming fiction, and the leases of the petitioner which expired on 31st December 2013 were extended further as highlighted above, the guideline can neither have its effect or efficacy. It is well settled that the administrative instructions cannot override or supersede the provision of law. The contemplation in the guideline in paragraph 4.16 that the Forest Clearance shall be normally granted co-terminus with the period of lease, cannot nullify the legal position upon application of Section 8 of the Mines and Minerals (Development and Regulation) Act, 1957 read with Rule 24A(6) of the Rules, whereunder the

period of lease of the petitioner stood extended deeming for all logical purposes. When the position of law provides and operates otherwise, any position contrary thereto cannot be read or allowed to prevail on the basis of the guidelines which are departmental or executive instructions having no statutory force.

5.8 The reasoning of the impugned order that the Forest Clearance to the petitioner was co-terminus with the lease period which expired on 31st December 2013, as per the stand of respondent No.1, to not hold good in law. The Mining Leases of the petitioner remained valid continuously having been renewed from time to time. The Forest Clearance for the leases is already granted by respondent No.1 till the year 2026, not to operate as co-terminus. The period of Mining Leases and the period of Forest Clearances were not treated by the competent authority to have a common point of terminus, nor such a situation is obtained or mandated in law.

5.9 From what is delineated and discussed as above, the stand on part of respondent No.1 that the two Mining Leases of the petitioner expired on 31st December 2013 does not hold good. The Leases were extended with effect from 1st January 2014 by virtue of Notification dated 23rd September 2014 retrospectively from 1st January 2014 and the Mining Leases were executed to that effect on 20th March 2015. At this stage of renewal, also operated to the benefit of the petitioner Rule 24A(6) of 1960 Rules providing for deemed extension of the period of lease.

5.9.1 The second statement that the Forest Clearances granted to the petitioner were co-terminus, was also erroneous for the reason that the then Forest Clearances dated 12th March 2007 and 14th March 2007 were for a period of 20 years, valid upto 2026. The benefit thereof was available and extendable to the two Mining Leases which were extended for their tenure with effect from 1st January 2014 as above, without any gap.

5.9.2 The tenure extension for the Mining Lease and the period of validity of Forest Clearances stood and travelled parallel to go hand-in-hand. The petitioner would secure to its advantage the benefit of provisions of the Mines and Minerals (Development and Regulation) Act, 1957 read with the Rules framed thereunder, and on the other hand in respect of the validly stood Forest Clearances under the Forest (Conservation) Act, 1980.

5.9.3 The entire premise of the impugned order thus falls flat for its merit, not liable to be sustained in law."

(emphasis supplied)

24. Accordingly, this Court set aside the impugned communication dated 29.01.2014. With regard to the other reliefs sought for by the petitioner, i.e., the declaration that the FCs are valid till the renewal of mining lease, i.e. upto 31.12.2033 and for other consequential reliefs, this Court held as under:

"6. This takes the Court to the second segment of prayers advanced in the petition, wherein the petitioner has prayed for declaration that the petitioner is in possession of valid Forest Clearance and that the same is valid till the renewed mining lease period, that is, upto 31st December 2033. The incidental prayers are made seeking to restrain the respondents from interfering with the mining operations at the lease sites by the petitioner till 31st December 2033 and further direct the respondents to execute the Supplementary Forest Lease Agreements for extended period upto 31st December 2033.

6.1 While there is no gainsaying that the Forest Clearances granted in respect of petitioner's leases on 12th March 2007 and 14th March 2007 are valid upto 5th December 2026 and 10th December 2026, the Court does not find it necessary to consider the aspect whether the Forest Clearance would stand as valid and

accordingly extended upto 31st December 2033. At this stage, pronouncing on that score is premature.

6.2 It may be observed that a person intending to carry out mining activity in forest area, has to have the valid lease obtained for him under the Mines and Minerals (Development and Regulation) Act, 1957, as also the corresponding necessary permission under the Act of 1980 to run the Mining Lease. As stated above, the two grants are separate governed by different statutory provisions under two different enactments. In the present case, the Forest Clearances are granted to the petitioner upto 2026 and the petitioner's case is that because of extension of Mining Leases upto 31st December 2033, the Forest Clearances would automatically stand extended till the said period.

6.3 Admittedly, as the Forest Clearance granted in favour of the petitioner is valid till 05.12.2026 and 10.12.2026, under the circumstances, the petitioner is not entitled to get the relief at the hands of this Court and to be considered for that prayer at this stage that the extension of Mining Leases till 31.12.2033, has the effect of extending his Forest Clearance till the said period.

6.4 It goes without saying that the petitioner shall be at liberty to approach the authorities to make necessary request if required at any future point of time in accordance with law. The authorities concerned may take a decision in that regard as per law and on its own merits.

7. As a sequitur of the foregoing discussion, it is to be held and declared that the petitioner is entitled to continue mining operations in its Mining Leases Nos.2678 and 2679, for which the Forest Clearances as presently granted are valid upto 5th December 2026 and 10th December 2026 respectively, and further that in that view the petitioner is not required to obtain prior approval of the Central Government under the Forest (Conservation) Act, 1980 for its Mining Leases."

25. Accordingly, the petitioner was permitted to approach the authorities concerned for a decision with regard to the FCs.

26. After disposal of WP No.10766/2024, the petitioner made a representation dated 09.05.2025 seeking for execution of the supplementary forest lease agreements and for extending the term of the forest's clearances upto 31.12.2033, i.e., upto the date of the mining leases.

27. In response, respondent No.1-State vide the communication dated 20.06.2025 (Annexure-A to the writ petition) informed the petitioner that in respect of ML No.2678, upon noticing the broken up area, demanded a sum of ₹1,15,64,96,400/- towards compensatory afforestation and also directed the petitioner to identify the compensatory afforestation land over an extent of 629.90 hectares. The relevant extract of the said communication is as under:

"Details of broken-up area prior to 1980

Sl. No.	Total extent of FC obtained	Broken up area prior to 1980 in Ha	Fresh/virgin area in Ha
1	1615.64	629.90 [For which CA land is not provided]	985.74 [For which CA land is already provided]

Upon verification the records available in this office,

you have remitted Rs. 98,49,96,800.00 towards payment for Net Present Value (NPV) over an extent of 1615.64 Ha and Rs.5,34,27,108.00 towards payment for Compensatory Afforestation over an extent of 985.74 ha only [which is fresh/virgin area].

However, in this case as the extent of diversion of forest land for mining purpose is 1615.64 Ha, in order to compensate the loss of 'land by land' and loss of 'trees by trees', you are supposed to provide non-forest land for Compensatory Afforestation of equivalent extent ie. 1615.64 Ha and Cost of Raising Compensatory Afforestation on the provided CA land. However, you have provided 985.74 ha instead of 1615.64 ha as land for Compensatory Afforestation. The cost of Compensatory Afforestation to be paid at present rate is mentioned as below:

Sl. No.	Extent in Ha	Present rate per Hectares (In Rs)	Amount (In Rs)
1	629.90	18,36,000.00	115,64,96,400.00

Therefore, as mentioned above table, as per the MOEF guidelines dated: 02.11.2023 and already explained in this office letter dated: 18.06.2024, it is directed to identify the Compensatory Afforestation land over an extent of 629.90 hectares (1615.64 ha -985.74 ha - 629.90 ha) broken-up area prior to 1980 for processing of Extension of the period of validity of Forest Clearance for a period co-terminus with the validity of mining lease granted in accordance of the provision of the MMDR Act, under the provisions of the Para No.7.4 of Chapter-7 of Consolidated Guidelines and Clarification under the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980."

28. Similarly, with respect to ML No.2679, vide the communication dated 20.06.2025 (Annexure-B to the writ petition) a sum of ₹15,60,60,000/- was demanded towards the cost of compensatory afforestation and the petitioner was further directed to identify compensatory afforestation land over an extent of 85 hectares. The relevant extract of the said communication is as under:

"Details of broken-up area prior to 1980

Sl. No.	Total extent of FC obtained	Broken up area prior to 1980 in Ha	Fresh/virgin area in Ha
1	142.58	85.00 [For which CA land is not provided]	57.58 [For which CA land is not provided]

Upon verification the records available in this office, you have remitted Rs.8,55,59,600.00 towards payment for Net Present Value (NPV) over an extent of 142.58 Ha and Rs.31,20,836.00 towards payment for Compensatory Afforestation over an extent of 57.58 ha only [which is fresh/virgin area].

However, in this case as the extent of diversion of forest land for mining purpose is 142.58 Ha, in order to compensate the loss of 'land by land' and loss of 'trees by trees', you are supposed to provide non-forest land for Compensatory Afforestation of equivalent extent i.e. 142.58 Ha and Cost of Raising Compensatory Afforestation on the provided CA land. However, you have provided 57.58 ha instead of 142.58 ha as land for

Compensatory Afforestation. The cost of Compensatory Afforestation to be paid at present rate is mentioned as below:

Sl. No.	Extent in Ha	Present rate per Hectares (In Rs)	Amount (In Rs)
1	85.00	18,36,000.00	15,60,60,000.00

Therefore, as mentioned above table, as per the MOEF guidelines dated: 02.11.2023 and already explained in this office letter dated: 18.06.2024, it is directed to identify the Compensatory Afforestation land over an extent of 85.00 hectares (142.58 ha-57.58 ha = 85.00 ha) broken-up area prior to 1980 for processing of Extension of the period of validity of Forest Clearance for a period co-terminus with the validity of mining lease granted in accordance of the provision of the MMDR Act, under the provisions of the Para No.7.4 of Chapter-7 of Consolidated Guidelines and Clarification under the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980."

29. Vide the said communications dated 20.06.2025 (Annexures - A and B to writ petition) [collectively referred to as the impugned communications], the State has demanded the petitioner to comply with the requirements of CA in terms of the 2023 Guidelines. The petitioner was informed that upon the said demands being complied with, the applications for FCs would be processed. Being aggrieved by the impugned communications, the petitioner has filed the present writ petition.

30. Learned Senior Counsel, Sri Mukul Rohatgi, appearing along with the learned counsel Sri Arjun K.Perikal for the petitioner contends that the mining leases having been extended upto 31.12.2033, in view of the 2015 Communication, which specifies that mining leases and FCs have to be co-terminus with the mining lease and hence, the FCs are deemed to have been extended upto the duration of the mining leases. It is further contented that the 2023 Rules and Guidelines are inapplicable to the petitioner. That NPV having been paid as was required under the 2015 Communication, the demand made by the impugned communications are required to be quashed and the reliefs sought for in the writ petition are liable to be granted.

31. Per contra, Sri Kiran V. Ron, learned Additional Advocate General appearing along with Sri K.S. Harish, learned Government Advocate for respondent Nos.1 to 3 - State, contends that the Amendment Act, the 2023 Rules as well as the 2023 Guidelines having come into force, the same are applicable when the petitioner has sought for extension of FCs. Hence, it is contended that the petitioner is liable to pay both NPV and CA as demanded by the impugned communications for consideration of its request for extension of FCs.

32. Learned Additional Solicitor General Sri Arvind Kamat, appearing along with Sri Goutham C. Ullal, learned Central Government Standing Counsel for respondent No.4-UOI support the stand taken by the State Government.

33. The relevant factual matrix with regard to execution of the mining leases upto the grant of ML Nos.2678 and 2679 of an extent of 1615.64 hectares and 142.58 hectares respectively, which leases are valid upto 31.12.2033 are undisputed and a matter of record. The said mining leases were granted in terms of Section 8A of the MMDR Act. Further, it is undisputed that FCs, in respect of the said mining leases, have been granted in terms of Section 2 of the FC Act, which are valid upto 05.12.2026 and 10.12.2026 respectively.

34. This Court vide order dated 29.04.2025 passed in WP No.10766/2024 has *inter alia* held that mining leases have been renewed upto 2033 without any hiatus and no gap existed in the renewal of the said mining leases. With regard to the FCs, it was noticed that the same was valid upto 05.12.2026 (in respect of ML No.2678) and 10.12.2026 (in respect of ML No.2679). Hence,

liberty was reserved in favour of the petitioner to approach the concerned authorities seeking for renewal of the same.

35. As noticed above, pursuant to the representation made by the petitioner, respondent No.1 - State has, relying upon the 2023 Rules and Guidelines issued by UOI, demanded CA charges as well as directed identification of CA land, for processing the request of the petitioner for execution of FCs agreements.

36. It is the contention of the petitioner that pursuant to the order dated 30.11.2006 of the Supreme Court [passed in IA No.1662-63/2006 in WP No.202/1995], the petitioner has paid NPV and CA charges. The payments, as asserted by the petitioner are as under:

Mining Lease Number	NPV Charges (in Rs.)	Date of payment	CA charges (in Rs.)	Date of payment
2678	98,49,96,800/-,	11 December 2006 & 13 December 2006	5,34,27,108/-	29 December 2006
2679	8,55,59,600/-	11 December 2006	31,20,836/-	29 December 2006
Total	107,05,56,400		5,65,47,944/-	

37. It is pertinent to note here that vide the said order dated 30.11.2006, the Supreme Court inter alia ordered as under:-

"(4) In all cases where decision in receipt of Stage-I permissions were taken by FAC, mining in already broken up areas can continue upto 15th December, 2006 on the conditions stipulated in the order dated 4th August 2006. It is clarified that under this clause, the NPV will be payable for the entire area for which in principle approval has been granted."

38. It is to be noticed that the Supreme Court had merely clarified that NPV will be payable for the entire area for which 'in principle' approval has been granted. Further, the payments as asserted by the petitioner are pursuant to the demand notices dated 29.11.2006 and 11.12.2006 as noticed at para 10 herein above.

39. It is pertinent to note that the UOI vide its communication dated 01.04.2015 [2015 Communication] had stated that the period of validity of approvals under Section 2 of the FC Act in respect of existing mining leases granted under Section 8A(1) of the MMDR Act shall be extended and be deemed to have been extended upto a period co-terminus with the mining lease. The same was subject to payment of NPV. It further stipulated that in case NPV has not been realised, the approval under the FC Act shall be kept in abeyance.

40. The amended Act came into force on 01.12.2023 and the 2023 Rules were enacted, on 29.11.2023 which has come into force from 01.12.2023. Comprehensive Guidelines were also issued. Vide order dated 29.12.2023, the UOI has specifically ordered that the amended Act, 2023 Rules and the Guidelines shall be applicable from 01.12.2023, in suppression to all previous Guidelines. The relevant extract of the said order is as under:

"ORDER

In exercise of the powers conferred under section 3 C of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980, the Central Government, in suppression to all previous guidelines, hereby issue a Consolidated Guidelines and Clarifications on Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980, Van (Sanrakshan Evam Samvardhan) Rules, 2023, including the guidelines issued under sub-section (3) of section 1A, clause (iii) of sub-section (1) of section 2 and sub-section (2) of section 2 of the Adhiniyam for effective and transparent implementation of the provisions of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980. All the provisions enshrined in these guidelines will be applicable from 1st December, 2023.

This issues with the approval of the competent authority."

41. However, it is the contention on behalf of the petitioner that having regard to the 2015 Communication, the FCs are co-terminus with the mining lease. Having regard to the 2015

Communication, NPV is liable to be paid which has already been paid by the petitioner.

42. In this context, it is pertinent to note here that vide the communication dated 29.01.2014 issued by the UOI, the petitioner was directed to stop mining operation. The said communication was the subject matter of challenge, initially before the Supreme Court [vide I.A.No.208/2014 in W.P. (C) No.562/2009; ***Samaj Parivartana Samudaya V. State of Karnataka and Ors.***]. Thereafter, pursuant to order dated 14.03.2024 of the Supreme Court, the petitioner filed W.P. No.10766/2024. This Court vide order dated 29.04.2025 allowed the said petition.

43. In the earlier round of litigation before this Court, justification of the official-respondents (UOI) for directing the petitioner to stop the mining operations was that the mining lease and FCs were required to be co-terminus. This Court, noticing that the petitioner was entitled to deemed extension under Section 8A of the MMDR Act and Rule 24A(6) of the MMDR Rules held that the petitioner was entitled to deemed extension of the mining lease. It was further held that the petitioner being statutorily entitled to a deemed extension of mining lease, the 2015 Communication regarding the

Guidelines issued under the FC Act being an executive communication, cannot override a statutory stipulation.

44. In the present case, the official-respondents (UOI and State) have relied upon the 2023 Rules. The order dated 29.12.2023 (extracted at para 40 hereinabove) specifically stipulates that the Consolidated Guidelines and clarifications on the amended Act as well as 2023 Rules have been issued and that the said Guidelines will be applicable from 01.12.2023. The FCs granted in favour of the petitioner are valid up to December 2026. Request for extension of the FCs to be co-terminus with the mining lease having been made, the same is required to be considered as per the prevailing statutory stipulations as on the date when the extension is required to be made.

45. At this juncture, it is pertinent to note that diversion for use of forest land for non forest purposes is granted subject to certain conditions *inter alia* payment of NPV as well as compliance of CA. Admittedly, in the present case, the petitioner has made payment towards NPV and CA as noticed at para 36 (*supra*).

46. The Supreme Court, vide order dated 26.09.2005 passed in the case of T.N. Godavarman Vs. Union of India¹ had issued directions, *inter alia*, constituting an expert committee to examine various issues including identification and categories of forest land; determine the basis for payment of costs of restoration and/or compensation with respect to each category of the value of forest.

The relevant portion of the said directions reads as under:

"In view of the aforesaid discussion, our conclusions are:

1. Except for Government projects like hospitals, dispensaries and schools referred to in the body of the judgment, all other projects shall be required to pay NPV though final decision on this matter will be taken after receipt of Expert Committee Report.

2. The payment to CAMPA under notification dated 23rd April, 2004 is constitutional and valid.

3. The amounts are required to be used for achieving ecological plans and for protecting the environment and for the regeneration of forest and maintenance of ecological balance and eco-systems. The payment of NPV is for protection of environment and not in relation to any propriety rights.

4. Fund has been created having regard to the principles of intergenerational justice and to undertake short term and long-term measures.

5. The NPV has to be worked out on economic principles.

In view of the above, we issue following directions:

¹ (2006) 1 SCC 1

A. An expert committee comprising of three experts including Ms. Kanchan to be appointed within a period of one month by the Institution of Economic Growth (North Campus).

B. The committee of experts would examine the following issues:

(i) To identify and define parameters (scientific, bio-metric and social) on the basis of which each of the categories of values of forest land should be estimated.

(ii) To formulate a practical methodology applicable to different bio-geographical zones of India for estimation of the values in monetary terms in respect of each of the above categories of forest values.

(iii) To illustratively apply this methodology to obtain actual numerical values for different forest types for each bio geographical zone in the country.

(iv) To determine on the basis of established principles of public finance, who should pay the costs of restoration and/or compensation with respect to each category of values of forests.

(v) Which projects deserve to be exempted from Payment of NPV.

C. The user agencies shall give undertakings for the further payment, if any, as may be determined on receipt of report from the expert body.

D. The Special Purpose Vehicle shall be established with the permission of the Court.

E. The Institute shall send report of Committee of Experts within a period of four months.

F. The various clauses of CAMPA shall be suitably modified in terms of this judgment within a period of one month. List after four months."

47. Pursuant to the same, a report of the expert committee on NPV was submitted to the Supreme Court in 2006. In this context, it is relevant to note that the Expert Committee had noticed the aspects regarding NPV as well as the basis of its calculation. It is necessary to notice certain aspects of the report of the Committee, which are as under:

Forest resources represent a stock of natural capital or wealth with attributes such as growing biomass including wood, carbon, and capability to support human, plant and animal life. They are renewable in nature. As a stock of natural capital they provide several goods and eco-system services. Left to themselves forests regenerate. They can also be augmented or depleted with human and other interferences. If so, this results in a change in the flow of goods and services from them. Examples of such goods and services flowing from forest resources are : tree cover provides leaf biomass (as food, shelter, fodder, fuel), barks, roots, herbs, or sequestered carbon, and health of water regimes and soils. Since forest lands are fundamentally responsible for maintaining forest resources and generation of goods and services, they are not to be treated as tradable. Hence, there is no question of bargaining on the best alternative use of forest lands. Therefore, NPV calculation on forest lands are not to be based on assumptions regarding 6 alternatives uses of the same lands, say for urban housing, mining, putting up a dam, road, etc. They are of the nature of estimating value lost to be reckoned as an "opportunity cost" of forest tracts.

In the context of economic and social development, it may be necessary to divert some forest lands to non-forest use. Payments made for this diversion are compensations for the loss of forest and the loss of the flow of goods and services accruing from it to diverse stakeholders.

xxxx

NPV refers to "the discounted sum of rupee values of eco-system goods and services that would flow from a forest over a period of time net of costs incurred." It does not capture the value of the forest wealth or possible change in it, only the flow of goods and services. In the context of diversion of forest land to non forestry use, NPV will then mean, the loss of value of the forest resources (as viewed above) to the stakeholders or the users as at the time of diversion for non-forest use. It does not refer to the value either accrued or created by the user agency who uses it as non-forest use."

(emphasis supplied)

48. Hence, to compensate the loss of intangible benefits from forest land, which has been diverted for non-forest purposes, the NPV of the land was to be recovered to adequately compensate for the loss of natural forest.

49. It is also relevant to note at this stage, that NPV and CA are two separate requirements which are to be complied. The said aspect has been aptly articulated² wherein it is stated as under:-

" The rationale for charging of NPV when forests are diverted for non-forestry purpose, in addition to paying for Compensatory Afforestation (CA) is subtle. When forests are diverted, a whole set of benefits (tangible and intangible) flowing from forests in terms of ecosystem goods and services are lost which are not accounted for by CA. Benefits from CA increase slowly and the rationale for NPV collection is to balance the uncompensated benefits till the compensatory afforestation area attains maturity and starts providing a portion of benefits provided earlier by the forest area diverted. Even after maturity, it is likely that a portion of benefits lost due to forest diversion will never be

² Economic Value of Forest Diversion in India and its Distribution Across Spatial Scale by Madhu Verma and Dhaval Negandhi (2015) 4 ELPR 42

compensated by benefits from compensatory afforestation. The CEC in its report in 2002 further recognized that plantations take much longer to mature and even then can never adequately compensate for natural forests. Hence the NPV amount payable for forest diversion is a conservative charge."

50. Similarly, while granting FCs, the user who diverts forest land for non-forest purposes is also required to comply with the stipulations regarding CA. As is forthcoming from the impugned communications itself, CA is to compensate the loss of "land by land" and loss of "trees by trees". Whenever forest land is diverted for non-forest purposes, apart from NPV, adequate stipulations regarding CA are also to be complied with to provide equivalent non-forest land for CA and funds for raising CA are also imposed. Hence, the State has issued the impugned communications to the petitioner requiring it to provide CA land and the cost of raising CA in the said land.

51. It is forthcoming from the impugned communications that the demand for CA has been made for the broken-up area, for which the CA land has not been provided. As per the impugned communications, with respect to ML No.2678 (2580), out of the total extent of 1615.64 Ha, the area broken-up for which CA land has already been provided is stated to be 985.74 Ha and hence,

CA land has been demanded for the balance area of 629.90 Ha together with cost for raising CA in the said land. Similarly, in respect of ML No.2679 (2581), out of the total extent of 142.58 Ha, CA land already provided is stated to be 57.58 Ha and hence, CA land has been demanded for the balance extent of 85.00 Ha together with the cost for raising CA on the said land.

52. At this juncture, it is also relevant to notice that the Supreme Court on various occasions has applied the principle of 'environmental restitution'. It is pertinent to notice the judgment of the Supreme Court in the case of **T.N. Godavaraman Thirumulpad in Re.V. Union of India**³ wherein, it is held as follows:

173. It could thus be seen that, worldwide as well as in our jurisprudence, the law has developed and evolved emphasizing on the restoration of the damaged ecological system. A reversal of environmental damage in conformity with the principle under Article 8(f) of the CBD is what is required. At times, the compensatory afforestation permits forestation at some other site. However, the principle of restoration of damaged ecosystem would require the States to promote the recovery of threatened species. We are of the considered view that the States would be required to take steps for the identification and effective implementation of active restoration measures that are localized to the

³ (2025) 2 SCC 641

particular ecosystem that was damaged. The focus has to be on restoration of the ecosystem as close and similar as possible to the specific one that was damaged.

(emphasis supplied)

53. It is pertinent to note here that the petitioner does not dispute the fact that it is required to comply with stipulations regarding NPV and CA. It is also pertinent to note that the petitioner has not challenged the quantum of the demand made towards CA in the impugned communications. The petitioner has not also questioned the extent of broken-up area as is mentioned in the impugned communications.

54. It is to be noted that vide the impugned communications, the State has not refused the grant of FCs. It has merely called upon the petitioner to comply with the requirements of CA for the purpose of consideration of the application of the petitioner for renewal of FCs.

55. It is the contention of the petitioner that by virtue of the 2015 Communication, the FCs are deemed to have been extended up to the period of lease. It is pertinent to note that the 2015 Communication was issued clarifying 4.16 of the Guidelines issued under the FC Act. As noticed above, the said para 4.16 of the

Guidelines stipulated that the grant/renewal of mining leases "*shall normally be granted*" for a period co-terminus with the period of the mining lease. In the 2015 Communication, it is stipulated that the FCs shall be deemed to be extended up to the period of the mining lease, subject to, *inter alia*, payment of NPV. The said 2015 Communication is in the nature of an executive communication.

56. It is relevant to note that in the case of **Santhipriya Minerals Pvt. Ltd., Vs. State of Karnataka**⁴ a similar contention was put forth i.e., by virtue of 2015 Communication, the FC is deemed to have been extended. In the said context, this Court held as under:

"31. There is some controversy about the extension of forest clearance under Section 2 of the said Act of 1980. In fact, the controversy regarding extension of forest clearance under the said provision is really a non-issue in view of the Circular dated 1st April, 2015 issued by the Government of India, Ministry of Environment, Forest and Climate Change addressed to the Principal Secretary of Forest Department of all the States. The Circular notes that the approval under the said Act of 1980 for diversion of forest land for grant/renewal of the mining lease shall normally be granted for a period co-terminus with a period of mining lease proposed to be granted under the said Act or 1957, but not exceeding thirty years in consonance with the provisions of Section 8 of the said Act of 1957 as it stood prior to 12th January, 2015. Section 8 of the said Act of 1957 provided for an embargo on maximum period of mining lease. It provided that the maximum period of mining

⁴ 2020 SCC OnLine Kar 414

lease shall be thirty years which shall be extended for a period not exceeding twenty years.

32. xxx

33. Thus, the Ministry of Environment, Government of India, categorically stated in the Circular that the period of validity of approvals granted under the said Act of 1980 shall be extended and shall be deemed to have been extended up to the period co-terminus with the period of mining lease in accordance with the provisions of the said Act of 1957 as amended from 12th January, 2016. Thus, in the cases to which the deeming fiction under Section 8A of the said Act of 1957 and in particular, under sub-sections (5) and (6) thereof is applicable, there is an automatic extension of the period of validity of the approvals earlier accorded under Section 2 of the said Act of 1980 co-terminus with the period of extended mining lease.

xxxx

39. Thus, the sum and substance of our conclusion is that in both the cases, there was absolutely no justification for not granting the benefit of deemed extension under sub section (6) of Section 8-A of the said Act of 1957. The benefit was granted during the pendency of these petitions. After the circular dated 1st April 2015, there was no impediment in the way of granting deemed extension."

57. The judgment in the case of ***Santhipriya Minerals Pvt. Ltd.,*** (supra) would not aid the case of the petitioner inasmuch as this Court had not considered the applicability of the 2015 Communication vis-à-vis the 2023 Rules and the 2023 Guidelines, since as on the date when the judgment in the case of

Santhipriya Minerals Pvt. Ltd. (*supra*) was rendered, the 2023 Rules and Guidelines had not come into force.

58. It is also relevant to note that the order dated 29.12.2023 (which has been extracted at para 40 hereinabove) has been issued in exercise of the power conferred under Section 3C of the amended Act.

59. It is clear from the aforementioned that the demand made vide the impugned communications are pursuant to the coming into force of the amended Act and in accordance with 2023 Rules and Guidelines, which have been issued by virtue of Section 3C of the amended Act. The same being prevalent at the time when the FCs are required to be issued/extended, the State is justified in requiring the petitioner to comply with the prevailing Guidelines regarding CA as has been done vide the impugned communications.

60. The petitioner is held to have been entitled to the deeming provision for extension of the mining lease, has also contended that the FCs are required to be co-terminus with the mining lease. Admittedly, the FCs are valid up to 05.12.2026 and 10.12.2026. Although, the period of FCs are required to be co-terminus with the

mining leases, at the stage when the FCs are sought to be extended it is not open for the petitioner to claim that it is not liable to satisfy the conditions regarding compliance of the stipulations regarding CA prevailing at the time when the extension of the FCs have fallen due.

61. In the 2023 Guidelines issued under the Amended Act and the 2023 Rules, it is specified that 'in the case of existing mining leases where approval under Section 2(ii) of the Van (Sanrakshan Evam Samvardhan) Adhiniyam has been obtained before 01.04.2015, the validity of the approval is deemed to have been extended for a period co-terminus with the mining lease in accordance with the provisions of the FC Act'. However, it has been clarified that 'the provisions of CA will be applicable in respect of broken-up forest area before the commencement of the FC Act and which continued to be in possession of the user agency, in case the CA has not been raised earlier'.

62. Although, Rule 13(6) of the 2023 Rules stipulates that 'no compensatory afforestation shall be charged in respect of renewal of mining lease for the forest area for which the land for CA and cost of plantation has already been paid', it is clear from the impugned communications that CA land and charges are being

sought in respect of the broken-up land, for which CA has not been provided earlier.

64. It is pertinent to note that vide the impugned communications, the State has sought the petitioner to comply with stipulations regarding CA for the broken up area for which CA has not been provided. Hence, accepting the contention put forth by the petitioner would result in a situation of permitting the petitioner to carry out mining operations without complying with the necessary stipulations of CA for the broken up area, for which CA land has not been provided.

63. Having regard to the aforementioned discussion, the contention of the petitioner that it is not required to comply with the conditions of CA as demanded vide the impugned communications, is not liable to be accepted. Granting the reliefs sought for by the petitioner tantamount to permitting the petitioner to carry on the mining activities without providing for CA for the broken up area, for which CA has not been done.

64. The reliefs sought for in the present petition are not liable to be granted. The petitioner is required to comply with the demand for CA made vide the impugned communications for consideration of its request for extension of FCs.

65. Accordingly, the writ petition is dismissed.

66. All pending applications are also disposed of.

**SD/-
(VIBHU BAKHRU)
CHIEF JUSTICE**

**SD/-
(C.M. POONACHA)
JUDGE**

nd/vmb/BS