

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP-2599-2014

Date of decision:- 4th March, 2015

M/s KJSL – Sunder (JV) and others

...Petitioners

versus

State of Haryana and others

...Respondents

CWP-26454-2014

Shiva Corporation (India) Ltd.

...Petitioner

versus

The State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, ACTING CHIEF JUSTICE
HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

1. Whether reporters of local papers may be allowed to see the judgement?
2. Whether to be referred to the reporters or not?
3. Whether the judgement should be reported in the digest?

Present: Mr. Ashwani Kumar Chopra, Senior Advocate,
with Mr. Prateek Sodhi, Advocate,
for the petitioners in CWP-2599-2014.

Mr. Akshay Bhan, Sr. Advocate with
Mr. Alok Mittal, Advocate,
for the petitioner in CWP-26454-2014.

Mr. Amar Vivek, Additional Advocate General, Haryana.

Mr. Kamal Sehgal, Advocate,
for respondent No. 3-HSIIDC.

* * * *

S.J. VAZIFDAR, ACTING CHIEF JUSTICE

The petitioners seek an order quashing the grant of a mining lease in
favour of respondent No. 3 – Haryana State Industrial and Infrastructure
Development Corporation (HSIIDC) a public sector undertaking under the

control and management of respondent No. 1 – State of Haryana. Respondent No. 2 is the Director, Mines and Geology, Haryana.

The petitioners also seek a writ of mandamus directing respondent Nos. 1 and 2 to rescind the auction of twelve stone mines held on 31.12.2013 and to re-conduct the auction alongwith an auction of the mine at Khanak the mining rights whereof were granted in favour of the HSIIDC.

2. The case in nut-shell is this. A Letter of Intent was issued by respondent No.2-Director, Department of Mines & Geology, Haryana in favour of the petitioners accepting the petitioners' bid of ₹ 1.15 crores per annum entitling the petitioners to undertake the mining in respect of an area of 55.50 hectares. A lease in this regard was executed for a period of 10 years for an amount of ₹ 1.15 Crores per annum as the annual dead rent which was to be increased at 25% on completion of each block of three years. At the same time, respondent No.1 granted a similar lease in respect of a different area to HSIIDC at a negligible amount. The petitioners' grievance is that the lease in favour of HSIIDC was not disclosed. The failure to disclose the lease in favour of HSIIDC has seriously prejudiced the petitioners as well as all other parties. Having been granted the lease at a negligible price to the HSIIDC would be an unfair advantage as the private parties such as the petitioners would not be able to compete with the rates that the HSIIDC would offer for the sale of the same minerals. The lease in favour of the HSIIDC is challenged on various grounds, some of which are as follows:-

The lease was contrary to the provisions of Section 17-A(2) of the Mines and Minerals (Development and Regulation) Act, 1957 and Rule 9 of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012. HSIIDC was not qualified to operate

the mines. The purpose of granting the lease in favour of the HSIIDC at a negligible price was to enable back door entry to third parties by HSIIDC entering into sub-contracts with them.

3. We have rejected all the contentions. As regards the contention based on the failure to disclose at the relevant time the lease in favour of the HSIIDC, we have held that the same would at the highest only entitle the petitioners to rescind the contract entered into by them with respondent No.1 and would not entitle them to have the lease granted by respondent No.1 in favour of the HSIIDC annulled. It was not necessary for us to consider in these writ petitions the effect of the petitioners rescinding the contract in the event of their deciding to do so as Mr. Amar Vivek, learned counsel appearing on behalf of respondent No. 1 stated that in that event the State of Haryana would refund the entire amount paid by the petitioners without imposing any penalty for non-compliance with the contractual obligations. We have also granted the petitioners liberty in that event to adopt appropriate proceedings for the purpose of recovering any further amount by way of damages, compensation or otherwise on account of the action impugned in these writ petitions.

4. The Mines and Geology Department of respondent No. 1 invited proposals for pre-qualification of mining agencies in respect of mines at three different locations. Clause 9 indicates that there would be competitive bidding among the pre-qualified candidates. Clauses 5(i), (iv) and (v) of the notice read as under:-

“5. Proposed Approach:

It is proposed that in so far as mining of Minor Minerals in the Aravalli ranges is concerned:

(i) The state would initiate steps for identification of areas that could be reserved for mining in the long run and so notified. Out of such areas

reserved for mining, leases are proposed to be granted over consolidated larger blocks rather than spreading it thinly in the districts of Rewari, Mohindergarh and Bhiwani (Dadri Sub-division) districts. The grant of leases in Tosham sub-division of Bhiwani district is incumbent upon the settlement of a legal challenge currently pending adjudication in the Hon'ble High Court. The mining areas in the Districts of Faridabad, Gurgaon and Mewat, will be considered for grant of leases only after the current legal challenges are settled by the Hon'ble Supreme Court of India;

(iv) Since carrying out mining in a scientific & systematic manner is at the core of the whole issue, it has been considered important to pre-qualify the agencies with established credentials that are competent to undertake mining in the intended manner. The pre-qualification of agencies would be done in a transparent manner, in accordance with a pre-determined criteria, after inviting Technical Proposals from interested national/international agencies. The proposed method would ensure that technically competent operating agencies with established credentials in scientific mining and experience/track record in observance of environmental safeguards and in undertaking rehabilitation measures are short-listed to participate in the auction/bid process;

*(v) Each of the mining sites would, thereafter, be put to auction/competitive bids, limited to the pre-qualified agencies, and the highest bidder would be considered for grant of the lease concessions. **The state government reserves the right to open these areas to unrestricted open auctions in case the response to this EoI is not found to be sufficient.***

Clause 5(i) referred to a lease at Tosham sub-division of Bhiwani district and the pending litigation in respect thereof. The litigation involving two rounds concerned a challenge to the cancellation of mining leases. The Division Bench observed that the lease period having expired in the year 2009 no relief could be granted. The petitioners therein were accordingly relegated to proceedings for damages.

5 (A) The petitioners submitted their bid in respect of the mines at Dadri Sub-Division. The lease period in respect of the various locations within the district varied from 10 years to 18 years. A list of 21 bidders including the petitioners who had pre-qualified for participation in the auction was notified.

(B) On 30.11.2013, respondent No. 1 notified that the minor mineral mines of 'Stone alongwith Associated minor minerals' of the districts Bhiwani and Mahendergarh and slate stone mine of district Rewari would be put to auction for grant of mining leases on 30.12.2013 at 11.00 A.M. The auction was restricted to the agencies who had pre-qualified.

(C) Accordingly, on 30.12.2013, the auction was held. On 03.01.2014, a letter of intent was issued by respondent No. 2 - Director, Department of Mines & Geology, Haryana in favour of the petitioners stating that the petitioners' bid of ₹ 1.15 crores per annum being the highest was accepted by respondent No. 1 under the provisions of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 (hereinafter referred to as the said Rules). The letter of intent was in respect of the quarries at Dadam in Bhiwani district. The lease was in respect of an area of 55.50 hectares. Clauses 3(i), (iii) and (iv) of the letter of intent dated 03.01.2014 stated that the period of the lease was 10 years and that the bid of ₹ 1.15 crores was to be the annual dead rent which was to be increased at 25% on completion of each block of three years. Clause 3(v) stipulated a security deposit of 25%.

6. The petitioners claim to have learnt on 06.01.2014 about the first respondent's impugned action of granting mining rights in favour of the HSIIDC at village Khanak, Tehsil Tosham, District Bhiwani for a negligible amount. The petitioners came to know this from a notice inviting bid documents issued by the

HSI IDC for the engagement of a consultant for the preparation of the mining plan and obtaining environmental clearance and related consents for the mining project of the HSI IDC at the said location. The petitioners' grievance is that the fact regarding the lease in favour of HSI IDC was not disclosed. This grievance is, however, redressed by a statement on behalf of respondent No.1 that it would permit the petitioners to have their said contract annulled and would return the amounts paid by them without any penal consequences.

7. The facts regarding the impugned lease in HSI IDC's favour are these:-

(A) We had referred earlier to the notice dated 30.11.2013 issued by respondent No. 1 informing that the auction would be held for the minor minerals mentioned therein. On the same day, respondent No. 1 had also decided to sanction a mining lease over an area of 258.30 hectares for a period of 20 years in favour of the HSI IDC in exercise of its powers under Rule 118 of the said Rules. This is so stated in the letter dated 30.11.2013 paragraph 2 whereof reads as under:-

“2. Accordingly, in exercise of powers vesting in the State as per provisions of Rules 118 of the “Haryana Minor Mineral Concession, Stocking, Transportation of Mineral & Prevention of Illegal Mining Rules, 2012”, the State Government has accorded sanction of the mining lease over an area of 258.30 hectare situated over Khasra No. 274 min & 275 min in village Khank, Tehsil Tosham, District Bhiwani, for a period of 20 years in favour of the HSI IDC.”

The petitioners' grievance is that the fact regarding the lease in favour of HSI IDC was not disclosed even in the notice dated 30.11.2013 regarding the auction pursuant to which the petitioners had submitted their bid.

(B) Further, as noted earlier, on 03.01.2014, respondent No. 2 issued the letter of intent in favour of the petitioners. On the same day, respondent No. 2 addressed a letter to the Managing Director, HSIIDC granting a mining lease in the said area. Paragraphs 2, (i), (ii), (vii) and (viii) of the said letter read as under:-

“2. In exercise of powers vesting in the State as per provisions of Rules 118 of the “Haryana Minor Mineral Concession, Stocking, Transportation of Mineral & Prevention of Illegal Mining Rules, 2012”, the State Government has already decided to sanction/grant of the said mining lease in favour of the HSIIDC, a State government undertaking. Accordingly, the Department is pleaded to issue this “Letter of Intent” (LoI) for grant of mining lease in favour of HSIIDC over an area of 258.30 hectares, situated over Khasra No. 274 min & 275 min, in village Khanak, Tehsil Tosham, District Bhiwani, for a period of 20 years subject to the following terms and conditions:-

(i) The period of lease shall be 20 years and the same shall commence with effect from the date of grant of environmental clearance by competent authority or on expiry of a period of 12 months from the date of this communication of acceptance of highest bid/issuance of “Letter of Intent”, whichever is earlier;

(ii) The “Annual Dead Rent” shall be as per the rates prescribed in the Second Schedule of the State Rules and shall be payable by you in the manner prescribed in the lease deed/agreement to be executed on form ML-1 appended to the said State Rules;

(vii) You shall be liable to pay the dead rent or the royalty in respect of each of the minor minerals extracted or removed or consumed by you or by your agent, manager, employee etc., whichever is higher. The royalty shall be payable at the rates prescribed in the First Schedule appended to the State Rules, as may be revised by the State Government from time to time.

(viii) You shall also deposit/pay an additional amount equal to 10% of the due Dead Rent/Royalty, whichever is higher, along with the monthly installments towards the 'Mines and Minerals, Development, Restoration and Rehabilitation Fund'."

It was stated that the royalty payable by HSIIDC was a meager ₹ 1,00,000/- per hectare. We proceed on the basis that the consideration payable by the HSIIDC for the mining lease granted in its favour is negligible. In fact, by a letter dated 28.01.2014, the HSIIDC requested further concessions including waiving the condition of solvent surety/bank guarantee and the condition of deposit of the dead rent in advance at monthly intervals.

The petitioners' grievance is that even when the LOI was issued in their favour, they were not informed of the grant of the said lease in favour of the HSIIDC.

8. As rightly pointed out by Mr. Ashwani Kumar Chopra, the learned senior counsel appearing on behalf of the petitioners in CWP-2599-2014, the proposal to grant the lease in favour of the HSIIDC was considered even before 30.11.2013. Respondent No. 2 – Director, Mines and Geology, Haryana by the said letter dated 30.11.2013 informed the Managing Director of the HSIIDC that the state government had decided to operate the said mines through its public undertaking, namely, the HSIIDC and that the decision had been taken in the over all interest of the State. It is obvious that the state government had considered the possibility of doing so prior to 30.11.2013, for a decision of this nature could not have been taken on the same day. It is reasonable to presume that the proposal was discussed much before that day. Mr. Chopra, submitted that even if the state government was contemplating such a course of action it ought to have informed the bidders of the same to enable them to take an informed decision as to whether they should bid at the auction and if so to

determine the bid amount.

9. On merits, therefore, the petitioners' grievance is that at the material time, namely, when the notice of the open auction was issued and when the letter of intent was granted in their favour, namely, on 30.11.2013 and 03.01.2014 respectively, the respondents had already decided to grant the lease in favour of the HSIIDC at a negligible amount; that the decision to grant the lease in favour of the HSIIDC was a vital and material fact which ought to have been disclosed to all the bidders to have enabled them to take an informed decision whether or not to bid at the open auction or as regards the quantum of the bid.

10. We will deal with the effect of the respondents' failure to disclose these facts later.

11. It would be convenient to preface the consideration of the rival submissions with a reference to the relevant provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (hereinafter referred to as the said Act) and the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 (hereinafter referred to as the said Rules).

12. (A) The relevant provisions of the said Act are as under:-

“3. Definitions.—In this Act, unless the context otherwise requires:—

(a) “minerals” includes all minerals except mineral oils;

(b) “mineral oils” includes natural gas and petroleum;

(e) “minor minerals” means building stones, gravel, ordinary clay, ordinary sand other than sand used for prescribed purposes, and any other mineral which the Central Government may, by notification

in the Official Gazette, declare to be a minor mineral.

14. Sections 5 to 13 not to apply to minor minerals.—*The provisions of Sections 5 to 13 (inclusive) shall not apply to quarry leases, mining leases or other mineral concessions] in respect of minor minerals.*

15. Power of State Governments to make rules in respect of minor minerals.—*(1) The State Government may, by notification in the Official Gazette, make rules for regulating the grant of quarry leases, mining leases or other mineral concessions in respect of minor minerals and for purposes connected therewith.*

(1-A) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(3) The holder of a mining lease or any other mineral concession granted under any rule made under sub-section (1) shall pay royalty or dead rent, whichever is more in respect of minor minerals removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee at the rate prescribed for the time being in the rules framed by the State Government in respect of minor minerals:

Provided that the State Government shall not enhance the rate of royalty or dead rent, whichever is more] in respect of any minor mineral for more than once during any period of three years.

17-A. Reservation of area for purposes of conservation.—*(1) The Central Government, with a view to conserving any mineral and after consultation with the State Government, may reserve any area not already held under any prospecting licence or mining lease and, where it proposes to do so, it shall, by notification in the Official Gazette, specify the boundaries of such area and the mineral or minerals in respect of which such area will be reserved.*

(1-A) The Central Government may in consultation with the State Government, reserve any area not

already held under any prospecting licence or mining lease, for undertaking prospecting or mining operations through a Government company or corporation owned or controlled by it, and where it proposes to do so, it shall, by notification in the Official Gazette, specify the boundaries of such area and the mineral or minerals in respect of which such area will be reserved.]

(2) The State Government may, with the approval of the Central Government, reserve any area not already held under any prospecting licence or mining lease, for undertaking prospecting or mining operations through a Government company or corporation owned or controlled by it and where it proposes to do so, it shall, by notification in the Official Gazette, specify the boundaries of such area and the mineral or minerals in respect of which such areas will be reserved.

(3) Where in exercise of the powers conferred by sub-section (1-A) or sub-section (2) the Central Government or the State Government as the case may be] undertakes prospecting or mining operations in any area in which the minerals vest in a private person, it shall be liable, to pay prospecting fee, royalty, surface rent or dead rent, as the case may be, from time to time at the same rate at which it would have been payable under this Act if such prospecting or mining operations had been undertaken by a private person under prospecting licence or mining lease.”

(B) The relevant Rules are as under:-

“9. (1) Any minor mineral deposits, where the government decides such areas to be operated under a lease, may be granted on mining lease for a period not less than 10 years but not exceeding 20 years following a competitive bid process as provided under Chapter 7 of these rules:

Provided that the Government may, wherever it deems necessary, pre-qualify the bidders, with the pre-qualification criteria determined upfront, by inviting expressions of interest through a public notice, and limit the bidding process among such pre-qualified bidders.

(2) In case the Government accepts the bid, the payment of earnest money, initial bid security,

security and advance instalment shall be made in accordance with the provisions contained in Chapter 7 of these rules.

(3) The highest bid received shall become the 'annual dead rent' amount payable by the lessee. The rate of annual dead rent initially determined on the basis of competitive bids/ auctions shall be increased @ 25% on completion of each block of three years.

Explanation: *If the initially determined amount of annual dead rent is Rs. 100/-, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.*

(4) A lease deed shall be executed by the successful bidder with the Director or an officer authorized in this behalf in the prescribed Form ML-1, appended hereto, within the period as prescribed under rule 21 of these rules.

(5) The lessee shall pay royalty in respect of each of the minor minerals extracted or removed or consumed by him or by his agent, manager, employee etc. The royalty shall be payable at the rates prescribed in the First Schedule appended to these rules.

118. *The Government may, for reasons to be recorded in writing, relax any provision of these rules in cases where any mineral concession is granted to any Government department or to a statutory authority set up by the State Government, or a company or a corporation wholly owned or controlled by the State or Central Government."*

13(A). Mr. Chopra, challenged the grant of the lease/mining rights by respondent No. 1 in favour of the HSIIDC on the following grounds:-

- (i) The lease/mining rights granted in favour of the HSIIDC is illegal being contrary to Rule 9.
- (ii) The lease/mining rights granted in favour of the HSIIDC is illegal being contrary to Section 17-A (2) of the said Act.
- (iii) The grant of the lease to the HSIIDC being virtually free is

arbitrary and discriminatory.

- (iv) The HSIIDC is not qualified to operate the mines granted by the said lease.
- (v) The respondents failed and neglected to disclose the decision to grant and the grant of the said lease/mining rights to the HSIIDC to the other bidders including the petitioners.
- (vi) The lease in favour of HSIIDC is mala-fide only to enable other private parties to operate the mines by HSIIDC entering into sub-contracts with them.

In the alternative, Mr. Chopra contended that the petitioners ought to be permitted to rescind the contract and be refunded the amount paid by them thereunder with interest.

(B) Mr. Alok Mittal, the learned counsel appearing on behalf of the petitioner in CWP-26454-2014 adopted Mr. Chopra's arguments. In addition thereto, Mr. Mittal, contended that even assuming that respondent No. 1 is entitled to grant the HSIIDC the lease/mining rights under Rule 118 of the Rules, the grant is contrary to the Rules, as it failed to record the reasons in writing for the same. He further submitted that the grant of mining rights is vitiated on account of the clarifications issued by respondent Nos. 1 and 2 at the pre-bid conference held on 29.08.2012 for empanelment of mining agencies.

14. Mr. Amar Vivek, the learned Additional Advocate General, Haryana appearing on behalf of respondent Nos. 1 and 2 had at the outset submitted that the provisions relied upon by Mr. Chopra, relate only to major minerals and not minor minerals. The present case is concerned with minor minerals, namely, stone, sand etc. He relied upon Section 3(a) of the said Act

which defines minerals.

15. It would be convenient to first consider Mr. Amar Vivek's submission as it is in the nature of a preliminary objection.

16. The submission is not well founded both on principle and precedent. We are unable to understand how the definition of the term minerals in Section 3(a) of the said Act indicates that the term mineral throughout the said Act refers only to major minerals. The fact that there is a reference to minor minerals in certain provisions of the said Act does not lead to the conclusion that the term minerals refers only to major minerals. Section 3(a) of the said Act defines minerals to include all minerals except mineral oils. Section 3(b) of the said Act defines mineral oils to include natural gas and petroleum. Mr. Amar Vivek's submission is contrary to the definition of minerals in Section 3(a) which expressly states that the term includes "all minerals except mineral oils". This case does not deal with mineral oils, but with minor minerals. Section 3(a) of the said Act, therefore, defines minerals to include major minerals and minor minerals.

17. Section 3(e) of the said Act merely defines minor minerals. It defines minor minerals to mean "building stones, gravel etc. and any other mineral which the Central Government may by notification in the official gazette declare to be a minor mineral". Merely because minor minerals are specified in Section 3(e) of the said Act it does not mean that the term mineral in Section 3(a) of the said Act does not include minor minerals. It was necessary to define minor minerals to distinguish them from major minerals and not to restrict the scope of the term minerals in Section 3(a). This was necessary as various provisions in the said Act relate to minor minerals. For instance, Section 15 of the said Act confers upon the State Government the power to make rules

for regulating the grant, inter alia, of mineral concessions in respect of minor minerals. Section 14 of the said Act also restricts the applicability of the provisions of Sections 5 to 13 of the said Act to major minerals. Section 14 of the said Act makes a specific reference to minor minerals. The mere fact that certain provisions of the said Act specifically refer to minor minerals does not lead to the conclusion that the reference to minerals generally in the rest of the said Act is only to major minerals. The specific reference to minor minerals in certain provisions of the Act is only for the purpose of restricting the operation of those particular provisions to minor minerals. It does not restrict the ambit of the term minerals in Section 3(a) of the said Act.

18. Section 23(c) of the said Act entitles the State Government to make rules for preventing illegal mining, transportation and storage of minerals and for the purposes connected therewith. It can hardly be suggested that the State Government does not have the power to make rules in this regard relating to minor minerals. The State Government is well within its powers to make rules for preventing illegal mining, transportation and storage of minor minerals as well. In fact, the Rules were made in exercise of powers under Sections 15 and 23(c) of the said Act.

19. Mr. Amar Vivek's submission is also contrary to the judgment of the Supreme Court in ***D.K.Trivedi and Sons and others v. State of Gujarat and others 1986(sup.) SCC 20*** where it is held:-

" **29.** The term "minerals" is defined by clause (a) of Section 3 as including "all minerals except mineral oils". This definition would thus include minerals which are minor minerals as also minerals other than minor minerals. The term "minor minerals" is, however, separately defined by clause (e) because the power to make rules in respect thereof is vested by Section 15(1)

in the State Governments while the power to make rules with respect to minerals other than minor minerals is vested in the Central Government. The word "minerals" in different sections of the 1957 Act is used with the meaning assigned to it by clause (a) of Section 3, that is, as denoting "all minerals except mineral oils", unless the context requires otherwise, and where the Act wishes to make a distinction between minor minerals and minerals other than minor minerals, it does so expressly. For instance, sub-section (1) of Section 4-A speaks of "premature termination of a mining lease *in respect of any mineral, other than a minor mineral*" and sub-section (2) of Section 4-A speaks of "premature termination of a mining lease *in respect of any minor mineral*". To take another illustration, under Section 19 any prospecting licence or mining lease granted, renewed or acquired in contravention of the provisions of the 1957 Act or any rules or orders made thereunder is to be void and of no effect. This section would apply to a prospecting licence or a mining lease both in respect of minor minerals and minerals other than minor minerals. Were it not so, the result would be startling for while a prospecting licence or a mining lease in respect of minerals other than minor minerals would be void and of no effect if it is in contravention of the provisions of the 1957 Act or any rules or orders made thereunder, in the case of a prospecting licence or a mining lease in respect of minor minerals such licence or lease would not be void even if it is in contravention of the provisions of the 1957 Act or any rules or orders made thereunder. The Explanation to Section 19 is an illustration of a case where the context excludes a prospecting licence or a mining lease in respect of minor minerals and this is by reason of the reference contained in that Explanation to Section 6 because by the express terms of Section 14, Section 6 does not apply to minor minerals. Thus, the word "minerals" wherever used in the 1957 Act would include minor minerals unless minor minerals are expressly

excluded or the context otherwise requires.”

20. The contention that the provisions of the Act relied upon on behalf of the petitioners are inapplicable to minor minerals is, therefore, rejected.

Whether the lease in favour of HSIIDC is contrary to and in violation of Rule 9.

21. Mr. Chopra’s submission that Rule 9 makes it mandatory for the government to grant any mining lease following a competitive bid process as provided in Chapter 7 of the Rules is well founded. It is not open to the Government to grant the mining lease without inviting bids. This is to avoid favoritism and arbitrariness. It prohibits the grant of leases to operate mines on a pick and choose basis. The intention of the Legislature was also to award the lease in favour of the highest bidder so as to maximize the revenues. This is evident from sub rule (3) of Rule 9 which provides that the highest bid received shall become the annual dead rent payable by the lessee which in turn is subject to an increase at the rate of 25% on completion of each block of three years.

22. The provisions of Rule 9(1) requiring the grant of a lease in favour of the highest bidder is mandatory. Normally and in the absence of any special circumstances a lease to operate a mine can be granted only to the highest bidder after inviting bids from the public. The word “may” in Rule 9(1) must be read as “shall” in so far as it relates to the requirement of following a competitive bid process for granting a mining lease. The word “may” qualifies the State Government’s right to give the areas to be operated under a lease. It does not compel it to do so or even not to do so. If it decides to give the areas to be operated under a lease it must do so by inviting bids from the public. Rule 9(1) does not authorize the State Government to grant leases on a pick and choose

basis. That the State Government may not be bound to grant the lease in favour of the highest bidder is another matter altogether.

23. The question in this case is whether in view of Rule 9 the HSIIDC was entitled to be granted the lease without calling for bids and without a competitive bid process because it is a State Government undertaking. The Government as a general rule is entitled itself to carry out the mining operations without inviting bids and granting private operators an option to bid for the same. If it can do so itself we see no reason, again as a general rule why it cannot do so through its instrumentalities such as Corporations and Companies owned or controlled by it. The question, however, is whether in view of Rule 9, it is not permissible for the government to do so either by itself or through companies owned or controlled by it.

24. Mr. Amar Vivek and Mr. Kamal Sehgal relied upon Rule 118 to persuade us to answer the question in the affirmative. The HSIIDC is admittedly wholly owned and controlled by the State of Haryana. Respondent Nos. 1 and 2 are, therefore, entitled to relax any provision of the Rules in favour of the HSIIDC. Mr. Chopra on the other hand submitted that Rule 118 only confers a power to relax the rules in cases where any mineral concession has already been granted in favour of the entities mentioned therein. In other words, according to him, Rule 118 contemplates a situation after the grant of a lease. It refers to the terms of the lease and not to the grant thereof. The power to relax, according to him, relates to the operation of the lease and not to the term relating to the grant of the lease. The power is confined to and in respect of the leases already granted. The power does not extend to the grant of the lease itself. Accordingly, there is no power to relax the conditions of inviting competitive bids stipulated in Rule 9 of the Rules. Strong reliance was placed on the word 'is' in the

expression “where any mineral concession is granted to any government department....”. Mr. Chopra contended that the word ‘is’ in this expression indicates that it applies only where the mineral concession has already been granted.

25. The question, therefore, is whether the power to relax any provision of the Rules includes the power to relax the provisions of Rule 9, to wit, whether in view of Rule 9 it is open to the State or Central Government to grant a mining lease in favour of a government department or to a statutory authority set up by the State Government or a company or a corporation wholly owned or controlled by the State or Central Government without following a competitive bid process as required by Rule 9.

26. Mr. Chopra’s submission at the first blush appears attractive. A further consideration, however, indicates the fallacy in the submission. Depending on the context in which it is used, the word ‘is’ can refer to the past, the present and the future. It can have a past signification as in the sense of “has been”.

27. The Encyclopedic Law Lexicon [(2013) 2nd Edition] compiled by Justice C.K. Thakker contains references to the statutory provisions wherein the word ‘is’ has a past signification. Depending on the context, the verb ‘is’ “can refer to a point of time in the past as well as in the future and can also refer to the present”.

The Supreme Court in *F.S.Gandhi (dead) by L.Rs. v. Commissioner of Wealth Tax, Allahabad, 1990(3) Supreme Court Cases 624* observed as under:-

“12..... The word ‘is’ although normally referring to the present often has a future meaning. It may also have a past signification as in the sense of ‘has been’ (See Black’s Law

Dictionary, 5th edn., p. 745).....”.

28. The context in which the verb ‘is’ is used in Rule 118 indicates that it refers to the grant of the lease as well. The provisions of the said Act and the Rules do not indicate an intention to restrict the ambit of the power to relax to leases which have already been granted in favour of any government department, statutory authority set up by the State Government or a company or a corporation wholly owned or controlled by the State or Central Government. The Act and the Rules treat government agencies, departments and enterprises on the one hand and other persons and enterprises on the other differently. Rule 118 itself indicates that government agencies and enterprises are treated differently from others. It was not contended that such a distinction is impermissible. Rule 118 entitles the government to relax any provision of the Rules which are applicable to cases where a lease has already been granted as well.

29. That Rule 118 indicates the power to relax the Rules even in the grant of a lease is clear from Section 17-A. As we noted earlier, the lease has not been granted in favour of the HSIIDC in exercise of powers under Section 17-A of the said Act. Section 17-A(2) of the said Act, however, provides that the Central Government may in consultation with the State Government reserve any area not already held under any prospecting licence or mining lease for undertaking prospecting or mining operations through a government company or corporation owned or controlled by it. There would be no question of inviting competitive bids under Rule 9 in such cases. This indicates that it is permissible for the government to grant a mining lease to such entities without inviting bids from the general public. Section 17-A(2) does not even contemplate a

competitive bid between entities referred to therein. This is understandable for reasons too obvious to state. It is axiomatic therefore that the words “is granted” in Rule 118 refer also to the power to relax the Rules even in the grant of a lease.

30. Mr. Chopra pointed out that there is a difference in the language between Rule 56 of the Punjab Minor Mineral Concession Rules, 1964 (hereinafter referred to as the 1964 Rules) and Rule 118 of the 2012 Rules. Rule 56 of the 1964 Rules reads as under:-

“Rule 56. Relaxation of rules in special cases: -

The government may relax any provision of these rules in cases where the contract/lease is to be granted to any government company or corporation owned or controlled by the State or Central Government.”

31. The words in Rule 56 “where the contract/lease is to be granted” make this point clearer but the different words used in Rule 118 do not indicate the contrary. For the reasons stated while interpreting Rule 118 we do not think that the legislature intended omitting from the ambit of Rule 118 the power to relax the provision of Rule 9 as well so far as organizations referred to in Section 17-A are concerned.

32. Rule 118 is illustrative of a case where the word ‘is’ may have a past signification only qua a certain category of persons or entities. We do not express any opinion as to whether this power also extends to those other than the enterprises referred to in Section 17-A (2).

33. Mr. Chopra further submitted that even assuming that the respondents were entitled to grant the lease in favour of the HSIIDC under Rule 118 of the 2012 Rules without inviting competitive bids it would make no difference as the provisions of Rule 118 of the 2012 Rules have not been

complied with. He submitted that it is mandatory for the government while exercising powers under Rule 118 of the 2012 Rules to record in writing its reasons for doing so.

34. We agree that it is mandatory for the government to record its reasons in writing for exercising powers under Rule 118 of the 2012 Rules. The submission is, however, not well founded on facts.

The government, in fact, recorded reasons in a detailed note dated 14.11.2013 containing the proposals submitted by the Additional Chief Secretary, Mines and Geology. In paragraph 6 of the written statement filed on behalf of respondent Nos. 1 and 2, this note is referred to extensively. It is averred that the decision was taken with full application of mind keeping in view that vested interests had been creating litigation in the past to exploit the public at large and to enjoy monopoly like situation and sell their material at very high rates. Some of the reasons are these. The decision was based on the past experience and keeping in view the larger public interest it is proposed to direct the HSIIDC to initiate the process of identification of an operating agency following a transparent process for operation of the lease. The intention was to guard against the possibility of collusion between the private mining interests by forming cartels and to ensure availability of construction material in the State. It is also intended to defeat any monopoly pricing by the private lessees. In the written statement it is also stated that keeping in mind the previous conduct of private lessees, the State Government decided to safeguard the interests of the associated down stream mineral based processing industries such as stone crushers and that it was also decided that the lease holders would be under an obligation to make available upto 75% of the material to such industries.

We are unable especially in these writ petitions to hold that these reasons are factually incorrect. If they are correct, they would undoubtedly be a total justification for the reservation.

Whether the lease granted in favour of HSIIDC is contrary to Section 17-A(2) of the Act.

35. The matter, however, does not end here. Mr. Chopra contended that the grant of the lease in favour of the HSIIDC was contrary to Section 17-A(2) of the said Act. Mr. Kamal Sehgal, learned counsel appearing on behalf of respondent No. 3–HSIIDC and Mr. Amar Vivek, conceded that the grant of the lease in favour of the HSIIDC was not pursuant to or under Section 17-A of the said Act. They contended that the grant was only in exercise of the powers under Rule 118 of the Rules and under Article 19(6)(ii) of the Constitution of India.

36. The fact that the State Government is entitled to grant a lease in favour of the enterprises without following the provisions of Rule 9 i.e. without subjecting them to competitive bids does not absolve it from complying with the mandatory provisions of Section 17-A(2) of the said Act.

Admittedly, while granting the lease in favour of HSIIDC, the provisions of Section 17-A (2) were not followed.

37. Mr. Chopra placed considerable reliance upon the judgment of a Bench of three learned Judges of the Supreme Court in ***Gem Granites v. State of T.N. 1995(2) SCC 413***. The Supreme Court considered the validity of Rules 8-C and 38 of the Tamil Nadu Minor Mineral Concession Rules, 1959. It is necessary to set out these Rules and the relevant observation of the Supreme Court:-

“2. Rule 8-C is in Section II of the said Rules, which deals with government lands in which minerals belong to the

Government. The relevant portion of Rule 8-C, as amended, reads thus:

“8-C. *Lease of quarries in respect of black, red, pink, grey, green, white or other coloured or multicoloured granites or any rock suitable for use as ornamental and decorative stones to a State Government company or corporation owned or controlled by the State Government.— (1)(a)* Notwithstanding anything contained in these rules but subject to Rule 8-A and clause (b) of this sub-rule, on and from 10-6-1992, no lease for quarrying black, red, pink, grey, green, white or other coloured or multicoloured granites or any rock suitable for use as ornamental and decorative stones shall be granted to any person.

(b) The State Government themselves may engage in quarrying black, red, pink, grey, green, white or other coloured or multicoloured granites or any rock suitable for use as ornamental and decorative stones or may grant and renew leases for the above minerals to a State Government Company or a Corporation owned or controlled by the State Government.”

Rule 38 is in Section V, dealing with miscellaneous matters. It reads thus:

“38. *Reservation of area for exploitation in the public sector, etc.—* The State Government may, by notification in the Official Gazette, reserve any area for the exploitation by the Government, a corporation established by any Central, State or Provincial Act or a government company within the meaning of Section 617 of the Companies Act, 1956 (Central Act I of 1956).”

“3. Section 17-A(2) empowers the State Government to reserve any area not already held under a mining lease for undertaking mining operations through a Government company or corporation owned or controlled by it or by the Central Government, but it may do so only with the approval of the Central Government. When it proposes to do so it must, by notification in the Official Gazette,

specify the boundaries of that area and the mineral or minerals in respect of which that area is to be reserved.

Rule 8-C, as amended on 10-6-1992, states that no lease for quarrying the granites therein specified and any rock suitable for use for ornamental or decorative stones shall be granted to any person. It also states that the State Government itself may engage in quarrying such granites or rock or may grant or renew leases to quarry the same to a State Government Company or Corporation”.

6. Mr Sanghi, learned counsel for the respondent State, was, therefore, justified in asserting that Rule 8-C, as amended, did not, in any event, debar the State Government from making a rule that no lease to quarry the said granites and rock would be granted to any person and that the State Government itself could engage in such quarrying. As the owner of the said granites and rock, the State Government may decline to give to anyone a lease to quarry the same and engage in such quarrying operations itself.

7. The real question is whether the State Government is entitled to go further and state that it would be free to grant or renew leases to quarry the said granites and rock to a State Government company or corporation. Mr Sanghi argued that the provisions of Rule 8-C, as amended, were not intended to make a reservation of such granites and rock in favour of the State Government or its companies or corporations but to preserve the same and, therefore, the State Government was not obliged to obtain the approval of the Central Government thereto under the provisions of Section 17-A(2). We cannot agree. Clearly, Rule 8-C, as amended, is intended to reserve the quarrying of the said granites and rock for the State Government and for State Government companies and corporations. In so far as the reservation is for State Government companies and corporations, it is hit by the provisions of Section 17-A(2) because, for such

reservation, the approval of the Central Government is required and has not been obtained.

8. Rule 38 purports to permit the State Government to reserve any area for exploitation by the Government or Central or State Government corporations or companies. The provisions of Rule 38, insofar as they relate to the State Government itself, are unexceptionable but, insofar as they relate to Central or State Government companies or corporations, they must be read in conjunction with the provisions of Section 17-A(2). In other words, the State Government may, by notification in the Official Gazette, reserve any area for exploitation by Central or State Government companies or corporations only if it has obtained the approval of the Central Government under Section 17-A(2) for doing so.emphasis supplied.

38. The provisions of sub section (2) of Section 17-A have been held to be mandatory. The plain language of section 17-A also establishes that the provisions therefore are mandatory.

39. To uphold the grant of the lease in favour of the HSIIDC, ignoring the provisions of section 17-A (2), would be contrary to the provisions of the Act and the Rules and the judgment of the Supreme Court. If Rule 118 is interpreted to mean that the provisions of Section 17-A are not to be complied with, it would be hit by the provisions of Section 17-A(2) of the Act. The judgment of the Supreme Court clearly holds that the provisions of Section 17-A (2) are mandatory.

40. Relying upon the judgment of the Supreme Court in ***Monnet Ispat and Engery Ltd. v. Union of India (UOI) and others 2012 (11) SCC***, Mr. Amar Vivek and Mr. Kamal Sehgal, however, contended that Section 17-A(2) does not require prior approval. It is sufficient, if approval is obtained subsequently. Paragraph 129 of the judgment reads as follow:-

“129. The types of reservation under Section 17A and their scope have been considered by this Court in *Indian Metals and Ferro Alloys Ltd.* in paragraphs 45 and 46 (pgs. 136-139) of the Report. I am in respectful agreement with that view. However, it was argued that Section 17A(2) requires prior approval of the Central Government before reservation of any area by the State Government for the public sector undertaking. The argument is founded on incorrect reading of Section 17A(2). This provision does not use the expression, “prior approval” which has been used in Section 11. On the other hand, Section 17A(2) uses the words, “with the approval of the Central Government”. These words in Section 17A(2) can not be equated with prior approval of the Central Government. According to me, the approval contemplated in Section 17A may be obtained by the State Government before the exercise of power of reservation or after exercise of such power. The approval by the Central Government contemplated in Section 17A(2) may be express or implied. In a case such as the present one where the Central Government has relied upon 2006 Notification while rejecting appellants’ application for grant of mining lease, it necessarily implies that the Central Government has approved reservation made by the State Government in 2006 Notification otherwise it would not have acted on the same. In any case, the Central Government has not disapproved reservation made by the State Government in 2006 Notification.” (*emphasis supplied*).

41. The judgment in *Monnet Ispat’s case* (supra) clearly supports the submission that the prior approval of the Central Government before reserving of any area by the State Government for the public sector undertaking is not required.

42. Mr. Chopra, however, contended that the judgment is per-incuriam. The Bench of two learned Judges who delivered the judgment did not notice the judgment of the Bench of three learned Judges in *Gem Granites’s case* (supra) which held the contrary.

43. It is difficult to hold that the judgment of the Supreme Court in Monnet Ispat's case (supra) is per-incuriam. The issue as to whether the prior permission is required or not was neither raised nor dealt with by the Supreme Court in Gem Granite's case (supra). Mr. Chopra submitted that this logically follows from observation in Gem Granite's case. Gem Granite's is the authority for the proposition that the approval of the Central Government required by Section 17-A(2) is mandatory. It does not hold that the approval must be sought prior to the reservation. A judgment is authority for what it actually decides and not what logically follows from it. **(See Quinn v. Leathem, (1901) AC 495.** This judgment has been followed repeatedly by the Courts in India including the Supreme Court **(Ambika Quarry Works v. State of Gujarat (1987) 1 SCC 213)**. In Monnet Ispat's case (supra), it is expressly held that prior approval of the Central Government under section 17-A(2) is not necessary and that approval contemplated under section 17-A may be obtained by the Central Government even after the exercise of such power.

44. The next question is whether approval of the Central Government is required before the actual mining operation commenced. It is not necessary to consider this question in view of Mr. Amar Vivek's statement made and undertaking given on behalf of the State of Haryana that the HSIIDC will not be permitted to commence the actual mining operations without the approval of the Central Government under section 17-A(2) and without complying with the provisions thereby.

45. In the circumstances, the lease granted in favour of HSIIDC cannot be set aside on the ground that it is contrary and in violation of Section 17-A(2).

46. Mr. Amar Vivek submitted that the State Government is entitled to grant a mining lease in favour of a public sector undertaking irrespective of

anything contained in the Act in exercise of the powers under Article 19 (6) (ii) of the Constitution of India. It is not necessary to consider this submission as in our view Section 17-A(2) of the Act expressly confers such powers upon the State Government. However, as held by the Supreme Court in ***Gem Granites v. State of T.N.*** (supra) it is bound to do so in accordance with the provisions of Section 17-A(2) of the said Act.

47. Mr. Chopra submitted that Section 17-A (2) of the said Act only entitles the State Government to reserve any area for the purpose of conservation and does not entitle the State Government to permit the mining operations in such area. He submitted that the term reserved relates to conservation of an area and not for the exploitation of the minerals therein.

48. The error in this submission is on account of reading only a part of sub section (2) of Section 17-A of the said Act. The sub section read as a whole indicates quite clearly that the reservation of an area is “for undertaking prospecting or mining operations”. There is nothing in sub section (2) that limits the reservation of the notified area only for the purpose of the conservation thereof. Infact sub section (2) expressly entitles the State Government to reserve the area for undertaking prospecting or mining operations. The State Government upon reserving an area under sub section (2) is not bound to grant a lease for undertaking prospecting or mining operations through a Government Company or Corporation owned and controlled by it forthwith or even at all. It may do so at any time after or even upon reservation of such area by following the provisions of sub section (2).

49. Mr. Chopra, submitted that the grant of the said lease in favour of the HSIIDC for the negligible amount is arbitrary and unfair. We do not agree.

The government is well within its rights to grant leases in favour of

enterprises/entities such as those referred to in Section 17-A and Rule 118. The validity of Section 17-A of the said Act and Rule 118 in any event has not been challenged. Whether the grant was in accordance with law or not is another matter altogether. If, however, it is in accordance with law, the grant cannot be invalidated on the ground that the consideration is negligible. It is not necessary for there to be a level playing field between government agencies, entities and enterprises on the one hand and private enterprises on the other while granting mining leases under the said Act.

50. Mr. Chopra and Mr. Mittal contended that the HSIIDC is not qualified and is in fact incompetent to work the lease. They contended that the HSIIDC has no experience in the field, lacks qualified staff, lacks mining machinery or infrastructure and does not have successfully completed mining contracts to its credit. They further contended that the pre-qualification criteria applicable to other builders could never have been met by the HSIIDC. In support of the contention, they relied upon a communication dated 04.02.2009 addressed by the Director, Food Safety to the Project Manager of the HSIIDC. The communication notes the serious contraventions observed during the inspection. It records that the contraventions constituted highly dangerous conditions prevailing in the mine and that the authority was satisfied that there existed urgent and immediate danger to the life and safety of the persons employed in the mine. The employment of persons in the mine was, therefore, prohibited in exercise of the powers under Section 22(3) of the said Act. The HSIIDC was requested to remove the deficiencies and to inform the Directorate in that regard.

51. The communication dated 04.02.2009 indeed indicates lapses on HSIIDC's part. The HSIIDC, however, has neither been black-listed nor barred from carrying on mining operations elsewhere. In fact, it has not been barred from carrying out the mining activities even in the said mines thereafter. On the contrary, it has been called upon to remedy the same. Had HSIIDC been considered incapable of operating the mines it would not have been called upon to cure the defects. That these facts may have constituted reasonable grounds for black-listing the mining operations by a party does not lead to the conclusion that the HSIIDC is incapable of carrying on the mining activities for all times and at all locations.

52. Mr. Chopra, then submitted that the respondents were under a duty to disclose the decision to grant the lease in favour of the HSIIDC. The decision to grant the lease in favour of the HSIIDC was taken not only at the same time, but virtually on the same days on which the auction process took place and the leases were awarded in favour of the petitioners. As we mentioned earlier, the notice of open auction was issued on 30.11.2013. On the same day, the government decided to grant the lease in favour of the HSIIDC for a negligible amount. On 30.12.2013, the auction was held and on 03.01.2014, the letter of intent was issued in favour of the petitioners. On the same day, the State of Haryana issued a letter to the HSIIDC fixing the consideration at a very meagre amount. It was submitted that it was of crucial importance to disclose these facts to the bidders.

Mr. Mittal further submitted that the respondents misrepresented the facts while furnishing the clarifications to the petitioners' observations. He relied upon the following clarifications sought by the participants and the response thereto from the government:-

Sr. No.	Observations made/Clarifications sought by the participants	Response from the Government
5.	Will the agencies executing projects like 'National Highways' be allotted mining blocks for captive use?	No. They can apply for pre-qualification and participate in the bidding process. There is no scope for grant of any captive mines.
6.	Will the prices of mined materials be regulated by State?	No. The market forces will come into play in determination of price of raw or processed minerals/construction material.

Mr. Chopra and Mr. Mittal contended that the bidders were entitled to know the same in order to enable them to take an informed commercial decision. Had they been informed about the decision to grant such a lease in favour of the HSIIDC, the bidders could have taken a decision whether to bid at all and/or the quantum of the bid. The failure to disclose the same was not merely arbitrary, but unfair and unjust.

53. We will presume that the contentions are well founded. The same, however, would not justify cancelling the lease granted in favour of the HSIIDC. It would at the highest entitle the petitioners to be put back in a situation which would have enabled them to take an informed decision while bidding for the leases. The petitioners would then be entitled to rescind the contract and to seek refund of the amounts paid thereunder. In other words, the petitioners would only be entitled if at all to the alternate relief claimed. The lease in favour of HSIIDC cannot be invalidated on the ground that the respondents had not disclosed the facts in regard thereto to the bidders.

54. It is not necessary however to consider this alternative plea raised and relief sought by the petitioners as Mr. Amar Vivek stated that the State of

Haryana is willing to refund the entire amount paid by the petitioners with reasonable interest without levying any penalty whatsoever. The statements are accepted. In view thereof, it is not necessary to consider whether on account of the respondents' having failed to disclose the decision to grant a lease in favour of HSIIDC, the petitioners are liable to rescind the contract. In view of Mr. Amar Vivek's statement that the petitioners would be refunded the entire amount and that no penalty would be imposed upon them is accepted, it is not necessary to consider any further in this writ petition Mr. Chopra's submission regarding the importance of putting third parties to notice of any adverse impact upon their bids.

If the petitioners' alternative submissions are well founded they may well be entitled to further reliefs including damages. For that however they must be relegated to appropriate proceedings. This writ petition is not an appropriate proceeding for computing damages assuming the petitioners are entitled to the same. The petitioners are always at liberty to file appropriate proceedings for recovery of any amounts. Needless to add that such proceedings would be determined on their own merits. It is clarified that this would be in addition to the benefit on account of Mr. Amar Vivek's above statement.

55. The petitioners contended that the entire purpose of granting a lease in favour of HSIIDC is to enable the other operators to avail the benefit of lease by backdoor entry and without being subject to competitive bids from others. The apprehension is that the HSIIDC in turn would sub-contract the operations of the mines in favour of other parties.

56. If that is so, it would indeed be a colourable exercise of powers and the HSIIDC would be subject to the writ jurisdiction of this Court. There is nothing on record as yet to indicate that the HSIIDC has done so. If it does so,

the petitioners and other parties concerned are at liberty to challenge the same.

57. In the circumstances, both the writ petitions are dismissed.

However, the statements of Mr. Amar Vivek that the Government of Haryana would refund the amount paid by the petitioners and that no penalty would be imposed on the petitioners if they want to have their contracts cancelled are accepted. The petitioners shall exercise the option to either continue with the contracts or to rescind the same by 30.04.2015. If they choose to rescind the contracts, respondent No.1 shall repay all the amounts paid by the petitioners within eight weeks of the demand. The petitioners are at liberty to adopt appropriate proceedings for recovery of the compensation or damages which would be decided on their own-merits. The statement made on behalf of the respondents that the HSIIDC would not commence the mining operations without complying with the provisions of Section 17-A(2) of the Mines and Minerals (Development and Regulation) Act, 1957, namely, obtaining the approval of the Central Government and issuing the notification in the official gazette is accepted. There shall be no order as to costs.

(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE

(AUGUSTINE GEORGE MASIH)
JUDGE

4th March, 2015
Amodh/ravinder

Whether to be referred to the reporter?	Yes ☒	No ☐
---	---	-----------------------------