

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.01.2017

CORAM

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No. 1050 of 2010

M/s. Tungabhadra Minerals Private Limited
No.322/3, II Floor, Sree Sapthagiri Enclave
College Road, Hospet - 583 201
Bellary District
Karnataka

.... Plaintiff

Vs.

1. The Chennai Port Trust
Represented by its Chairman
No.1, Rajaji Salai
Chennai - 600 001.

2. Chief Mechanical Engineer
Chennai Port Trust
No.1, Rajaji Salai
Chennai - 600 001.

.... Defendants

PRAYER: This Civil Suit filed under Order IV Rule 1 O.S.
Rules read with Order VII Rule 1 CPC, praying for the
following reliefs:

(a) for a declaration that the contract between the
plaintiff and the defendants pursuant to the issuance of the
iron ore stacking area transit license No.
MEE/V1/207/2010/Dy.CME (OH) vide allotment order No. 5/2010
dated 31.01.2010 and allotment order No. 15/2010 dated
05.02.2010 became void as on 28.07.2010;

(b) For a permanent injunction restraining the defendants from in any manner recovering any amounts from the plaintiff under the Allotment orders for alleged shortfall in the minimum guaranteed throughput during the allotment period from 01.02.2010 to 31.12.2010;

© for a mandatory injunction directing the defendants to return the bank guarantees bearing No. 8000 IPEBG090017 dated 17.03.2009 of the Bank of India and bank guarantee No. 0482 IGF IN 000410 dated 24.02.2010 of the Bank of Baroda issued in favour of the first defendant;

(d) for a direction that the upon coming into force of the Government Order dated 28.07.2010, whereby issuance of mineral dispatch permit for transportation of iron ore for the purpose of exporting it from the State of Karnataka was prohibited with immediate effect, an event of *Force Majeure* had occurred; and

(e) to direct the defendants to pay the costs of the suit to the plaintiff.

For Plaintiff : Mr.Yashod Vardhan,
Senior Counsel
for Mr.Vinod Kumar

For Defendants : Mr.Somayaji
Senior Counsel
for Mr.Dharani Chander

JUDGMENT

The plaint

1. The plaintiff is a company incorporated under the

provisions of the Indian Companies Act 1956 and is involved in business activities including mining iron ore. Government of Karnataka holds 26% shareholding in the plaintiff company. The plaintiff holds license to mine ore in the State of Karnataka and more particularly in Bellary District. The plaintiff does not carry out mining of iron ore in any other place in India. The iron ore is sold in domestic and international market. It had been stated that the export of iron ore constitutes a major part of its revenue which has progressed on an increasing scale from the year 2002 to July 2010. The exports have been done primarily through the Chennai Port Trust. The iron ore is transported from Karnataka by road/rail. At Chennai Port, the iron ore are stacked within its premises. The said area is allotted on availability and an exporter is required to pay license for use of stacking area. There are also several terms and conditions. One of the condition is that there must be a minimum export guaranteed throughput during the allotment period. It had been stated that the plaintiff was allotted transit area by the first defendant from 01.02.2010 to 31.12.2010 by allotment order No. 5/2010 dated 31.01.2010. A further allotment order No. 15/2010 was issued by the second defendant on 05.02.2010.

2. According to the terms of the allotment order, under Clause 2, a valid export license is to be produced and minimum of 5,48,680 Metric Tonnes should be exported during the said period. An amount of Rs.27,75,000/- being 50% of the charges had been paid by the plaintiff. A Bank Guarantee had also been furnished for a total sum of Rs.6,09,03,480/- being the license fee. If there is a shortfall in the export, the plaintiff has to pay the defendant the license fee for such shortfall quantity.

3. The plaintiff alleged that they had exported the minimum guaranteed quantity continuously from the period 2002-2003 till 2009-2010. However, owing to various complaints, the Government of Karnataka issued G.O.No. LOE 186 PSP 2010, Bangalore, dated 26.07.2010 prohibiting export of iron ore. Another G.O.No. CI 162 MMM 2010, Bangalore was issued on 28.07.2010 prohibiting transportation of iron ore. Consequently, export transport of iron ore from Karnataka was not possible. The Writ Petitions filed by the exporters were dismissed by the High Court and also by the Supreme Court. This prevented the plaintiff from performing their part of the agreement with the defendant. The plaintiff claimed frustration of contract since the contract became impossible of performance and in-fact unlawful owing to the Government Order.

4. It had been stated that the plaintiff had brought this fact to the notice of the defendants. However, the second defendant by letter dated 07.12.2010 directed handing over of the area. A letter was issued by the plaintiff dated 20.12.2010 retracting the earlier letters and claiming that the contract is void and seeking refund of security deposit. It had been stated that the defendants are not entitled to retain the security deposit since the contract had become void. It had been stated that performance was not possible only because of the Government Orders and mining of Iron ore becoming illegal. Consequently, the suit has been filed as stated above for the above reliefs.

The Written Statement:

5. In the written statement, it had been stated that the export of Iron ore was banned only due to illegal mining activities and consequently, it was not attributable to the defendants. It had been further stated that the defendants had to follow certain strict rules since the Ministry of Shipping fixes a target for export every financial year. It had been stated that the plaintiff was issued with stacking transit area and the details and exported quantity and shortfall had been given in the written statement.

<i>Month</i>	<i>MGT Fixed in MTs</i>	<i>Quantity Exported in MTs</i>	<i>Excess (+)/ Shortfall Quantity in MTs</i>	<i>Total Shortfall Amount in Rs.</i>
Feb -2010	48680	0	-48680	
Mar-2010	50000	0	-50000	
Apr-2010	50000	0	-50000	
May-2010	50000	48600	-1400	
Jun-2010	50000			
Jul-2010	50000	0	-50000	
Aug-2010	50000	0	-50000	
Sep-2010	50000	0	-50000	
Oct-2010	50000	0	-50000	
Nov-2010	50000	0	-50000	
Dec-2010	50000	18300	-31700	
Total	548680	66900	-481780	55404700

6. It had been further stated that with respect to the Bank Guarantee, the defendants have a lien over the same, and that the defendants have every right to invoke the Bank Guarantee. It had been further stated that there has been a shortfall in the export by the plaintiff and consequently, the plaintiff will have to necessarily bear the necessary charges. The defendants claimed that the suit has to be dismissed.

The Issues:

7. The following issues were framed for trial and adjudication:-

(i) Whether the banning of export of iron ore by the Government of Karnataka is due to illegal mining of companies for violating the mining laws?;

(ii) Whether the non-issuance of mineral dispatch permits vitiates the allotment orders issued by the defendants to the plaintiff?;

(iii) Whether the ban on issuance of the mineral dispatch permits will invoke *Force Majeure* falls in terms of the allotment orders issued by the respondents?;

(iv) Whether the ban order issued by the Government has frustrated the contract?;

(v) Whether the allotment orders have become void pursuant to the Government Order banning issuance of mineral dispatch permits?;

(vi) Whether the defendants are entitled to revoke bank guarantee issued by the plaintiff, on account of the occurrence of events beyond the control of the parties?;

(vii) Whether the defendants are entitled to any compensation by the plaintiff for non-achieving of the minimum guaranteed throughput, on account of issuance of ban order?; and

(viii) To what other reliefs, the parties are entitled to?

(ix)

The Trial:

8. To substantiate the above issues, the plaintiff examined one witness as PW-1. He was a Director of Viking Shipping Chennai Private Ltd., who were handling agent and representative of the plaintiff Company at Chennai from 2002. The witness claimed to be the promoter, shareholder and Director of the said agencies from 1997 and further claimed to be the person in charge of handling the affairs of the plaintiff. He filed Exs. P-1 to P-11.

Ex.P-1 is the photocopy of the Allotment Order No. 5/2010 dated 31.01.2010 issued by the Chennai Port Trust, the first defendant.

Ex.P-2 is the photocopy of the Allotment order No.15/2010 dated 05.02.2010 issued by the first defendant.

Ex.P-3 is the photocopy of the letter extending the bank guarantee dated 25.02.2010 issued by Bank of India.

Ex.P-4 is the photocopy of the photocopy of the Bank Guarantee dated 24.02.2010.

Ex.P-5 is the translated copy of the Government Order No. LOE 186 PSP 2010 passed by the Government of Karnataka.

Ex.P-6 is the translated copy of the Government Order No. CI-162-MMM 2010 passed by the Government of Karnataka.

Ex.P-7 is the office copy of the letter dated 28.08.2010 sent by the plaintiff to the first defendant.

Ex.P-8 is the photocopy of the letter dated 06.09.2010 issued by the second defendant to the plaintiff.

Ex.P-9 is the office copy of the letter dated 18.11.2010 issued by the plaintiff to the first defendant.

Ex.P-10 is the photocopy of the letter dated 07.12.2010 issued by the second defendant to the plaintiff.

Ex.P-11 is the office copy of the letter dated 20.12.2010 sent by the plaintiff to the first defendant.

9. The defendants examined the Chief Mechanical Engineer, the second defendant as DW-1. He filed his proof affidavit and marked Exs. D-1 to D-23 documents.

Ex.D-1 is the demand notice dated 19.04.2008 issued by the defendant to M/s. MMTC Limited.

Ex.D-2 is the challan dated 06.06.2008 issued by the defendant to M/s. MMTC Limited.

Ex.D-3 is the demand notice dated 09.03.2009 issued by the defendant to M/s. Tridend Mines and Minerals.

Ex.D-4 is the photocopy of the challan dated 23.03.2009 issued by the defendant to M/s. Bharat Mines and Minerals.

Ex.D-5 is the demand notice dated 07.03.2009 issued by the defendant to M/s. MSPL Limited.

Ex.D-6 is the photocopy of the challan dated 31.03.2009 issued by the defendant to M/s. MSPL Limited.

Ex.D-7 is the photocopy of the challan dated 17.03.2009 issued by the defendant to M/s.Trident Minerals.

Ex.D-8 is the demand notice dated 09.03.2009 issued by the defendant to M/s.Bellary Iron Ores Private Limited.

Ex.D-9 is the photocopy of the challan dated 17.03.2009 issued by the defendant to M/s.Bellary Iron Ores Private Limited.

Ex.D-10 is the demand notice dated 09.03.2009 issued by the defendant to M/s.Lakshminarayana Mining Company.

Ex.D-11 series are the photocopies of the challans dated 18.03.2009 and 20.03.2009 issued by the defendant to M/s.Lakshminarayana Mining Company.

Ex.D-12 is the demand notice dated 05.02.2010 issued by the defendant M/s.Lakshminarayana Mining Company.

Ex.D-13 is the photocopy of the challan dated 08.02.2010 issued by the defendant to M/s.Lakshminarayana Mining Company.

Ex.D-14 is the demand notice dated 05.02.2010 issued by the defendant to M/s.Bellary Iron Ores Private Limited.

Ex.D-15 is the photocopy of the challan dated 10.02.2010 issued by the defendant to M/s. Bellary Iron Ores Private Limited.

Ex. D-16 is the demand notice dated 05.02.2010 issued by the defendant to M/s.MSPL Limited.

Ex.D-17 is the photocopy of the challan dated 25.02.2010 issued by the defendant to M/s.MSPL Limited.

Ex.D-18 is the demand notice dated 05.02.2010 issued by the defendant to M/s.Kariganur Minerals Mining Industry.

Ex.D-19 series are the photocopies of challan dated 25.03.2010 and 29.03.2010 issued by the defendant to M/s.Kariganur Minerals Mining Industry.

Ex.D-20 is the demand notice dated 03.01.2011 issued by the defendant to the plaintiff.

Ex.D-21 is the Chennai Port Trust letter dated 07.03.2015 to the Director, Department of Mines and Geology, Government of Karnataka, Bangalore.

Ex.D-22 is the reply dated 04.08.2015 received from the Director, Department of Mines and Geology, Government of Karnataka.

Ex.D-23 is the demand notice dated 07.03.2009 sent by the defendant to M/s. Bharat Mines and Minerals.

Brief Summary of Facts:

10. The plaintiff company was primarily involved in mining of Iron Ore at Bellary District in Karnataka. In fact, the Government of Karnataka held 26% of shareholding in the plaintiff company. The plaintiff has exported a

total quantity of 41.55 lakhs metric tonnes Iron Ore through Chennai Port Trust from 2002 till July 2010. The quantity exported has increased from Rs. 4 lakhs metric tonnes in 2002 to 5.08 lakhs metric tonnes in 2009. The plaintiff had been using the defendants Port Trust as the transit platform for export of Iron Ore. The Iron Ores are transferred by road/rail to the defendants Port Trust from the mines at Bellary, Karnataka. At the Port Trust, they are stacked in the stacking area which is allotted based on availability, and on payment of license fee. Since the demand is high, allotment is sought in advance and when the exporter has exports throughout the year, the allotment is sought for the entire year. There are terms and conditions stipulated by the defendants in the allotment order. Consequently, there is a contractual relationship between the plaintiff and the defendants. One of the conditions relates to export of minimum guarantee throughput during allotment period. This is to ensure that the exporter does not stack up goods when exporting and failing to utilise the stacking area. The plaintiff had sought for allotment of stacking transit area license for the period from 01.02.2010 to 31.12.2010 which was allotted on 31.1.2010 by the first defendant and on 5.02.2010 by the second defendant. The plaintiff was required to export a minimum guaranteed throughput of not

less than 5,48,680 metric tonnes in the said period. The plaintiff had deposited Rs.27,75,000/- being 50% of charges of total open area capacity. A Bank Guarantee had also been furnished which had been extended from time to time for total amount of Rs.6,09,03,480/-. The plaintiff had given the minimum guaranteed throughput in the previous years and the actual quantity exported in the plaintiff were as follows:-

S.No.	Allotment Period	Prescribed MGT (MTs)	Actual Export (MTs)
1.	2002-2003	4 Lakhs	4.01 Lakhs
2.	2003-2004	4.80 Lakhs	5.47 Lakhs
3.	2004-2005	3.5 Lakhs	3.84 Lakhs
4.	2005-2006	4.80 Lakhs	6.75 Lakhs
5.	2006-2007	4.80 Lakhs	5.57 Lakhs
6.	2007-2008	4.80 Lakhs	5.05 Lakhs
7.	2008-2009	4.80 Lakhs	5.11 Lakhs
8.	2009-2010	4.80 Lakhs	5.08 Lakhs

11. It is thus seen that the plaintiff had actually exported much more than the prescribed metric tonnes during the previous years. However in the year 2010, on account of various complaints, the Government of Karnataka issued G.O.No. LOE 186 PSP 2010, Bangalore, dated 26.07.2010 whereby the export of Iron Ores from the ports in the State of Karnataka was prohibited with immediate effect. Further on 28.07.2010 another Government Order was issued in G.O.No.

CI 162 MMM 2010, Bangalore whereby issuance of mineral despatch permit for transportation of Iron Ore for the purpose of exporting from Karnataka was prohibited with immediate effect. These Government Orders were challenged before the High Court of Karnataka in a batch of Writ Petitions, but by order dated 19.11.2010, the Government Orders were upheld. The plaintiff herein had also challenged the Government Order before the High Court of Karnataka. Subsequently, the matter was also taken up before the Supreme Court wherein also the Government Orders, were upheld. Even before issuing the Government Orders by orders dated 12.03.2007 and 09.09.2007, the Government of Karnataka had appointed Hon'ble Mr. Justice N. Santhosh Hegde, Former Supreme Court Judge to investigate what was termed as "illegal" mining under the Karnataka Lokayukta Act. An interim report was filed on 18.12.2008 with very damaging findings, that Iron Ore community earned Rs.60,000 crores for the year 2007-2008 alone and that there were encroachment even into forest and Government revenue lands. It was further stated in the report that lorries were overloaded and caused extensive damage to roads and more damagingly legally mined Iron Ore was mixed with illegally mined Iron Ore. Nearly 56 forest offence cases has been registered owing to encroachment in forest land by 60 mining

leaseholders. Several show cause notices had been issued to the mining lease holders. The Government of Karnataka had passed Karnataka Minerals (Regulation of Transport) Rules 2008 to prevent illegal mining operations.

12. In these circumstances, the plaintiff claimed that owing to *Force Majeure* Clause in the allotment order, they were prevented from exporting the minimum guaranteed throughput. Consequently, letters were exchanged between the plaintiff and the defendants. The plaintiff further pleaded frustration of contract and claimed that the contract had become void and sought return of security deposit. It was under these circumstances, that the suit had been filed for a declaration that the contract had become void on 28.07.2010 pursuant to the Government Order issued by the Government of Karnataka and for a permanent injunction restraining the defendants from recovering any amount from the plaintiff under the allotment order and also for mandatory injunction to return the Bank guarantees and for a further declaration that an event of *Force Majeure* had occurred owing to the Government Orders mentioned.

13. Naturally the entire case will revolve around the agreement entered into between the plaintiff and the defendants and the allotment order and the Clauses thereunder. The primary Clause relied on by the plaintiff

is Clause 14 which is as follows:-

"If the targeted throughput of the License happens to be affected for more than 15 days continuously by means of natural calamities or stoppage of work on account of strike by Trust's employees or major shut down of plant or other reason which deemed fit, the proportionate drop in the throughput during the period will be taken into account and shall be considered under Force Majeure conditions. "

14. As stated above, evidence had been let in by both the plaintiff and the defendants and the documents as mentioned above had been marked. Among the documents marked, the primary documents which have to be looked into by this Court while deciding the issues as termed above are:-

Ex.P-1 which is the copy of the Allotment Order No. 5/2010 dated 31.01.2010 issued by the first defendant; Ex.P-2 which is the copy of the Allotment order No.15/2010 dated 05.02.2010 issued by the second defendant; Ex.P-4, the copy of the Bank Guarantee dated 24.02.2010; Exs. P-5 and P-6 which are the Government Orders which the plaintiff relies

on for claiming that the contract had become void and that the *Force Majeure* Clause has surfaced and the letters exchanged between the parties. In so far as the documents of the defendants are concerned, apart from the demand notices issued to other mining companies and also to the plaintiff, Ex.D-21 letter by the first defendant dated 07.03.2015 to a Director, Department of Mines and Geology, Government of Karnataka, Bangalore and Ex.D-22 dated 04.08.2015 being the reply have also to be considered.

15. In the background of the above facts, the issues framed for consideration will have to be dealt with.

Issue No. I

16. The plaintiff company as stated above is primarily involved in mining of Iron Ore at Bellary District, Karnataka. The plaintiff company is not the only company involved in such mining activity at Bellary District. There are several other companies conducting mining activity. This had led to protest by the general public and was raised as an issue in the Legislature Houses of Karnataka State.

17. This Court is not primarily involved in deciding whether the mining activity carried on by the plaintiff at Bellary was legal or illegal or; whether the ban of mining activity was justified or not. However, there is evidence and pleadings directly on that fact. It is a fact that the

Government of Karnataka had banned export of Iron Ore, affecting more particularly, the plaintiff herein, which had also been consequently banned from mining Iron Ore. However, the ban was with respect to illegal mining alone. Even before, it is determined whether the said ban had directly affected the business of the plaintiff company, the allotment order has to be examined. This allotment order dated 31.01.2010 issued by the first defendant and signed on behalf of the plaintiff by its Executive Director is termed "Allotment Order for the allotment of Iron Ore Stacking Transit Area License". Clauses 1 & 2 of the said orders are as follows:-

"1. Open iron ore stacking transit area "W1" measuring 3,500 square metres with a capacity of 40,000 MTs at Bharathi Dock - II is allotted to the Licensee for a period of 11 months from 01.02.2010 to 31.12.2010 for the purpose of receiving, stockpiling and shipment of iron ore.

2. The Licensee shall produce a copy of the valid mining lease Agreement, EOUs / Export License issued by the Government of India for export of iron ore and the copy of hte export

aplication."

18. The second clause stipulates that the Licensee, namely, the plaintiff herein must produce a copy of the valid mining lease agreement , EOUs/export license issued by the Government of India for export of Iron Ore. This naturally means that the plaintiff should be involved only in mining Iron Ore through legally accepted processes.

19. The fact that the Government of Karnataka had appointed Hon'ble Mr.Justice N.Santhosh Hegde, Lokayukta, to investigate into the illegal mining under the Karnataka Lokayukta Act as early as 12.03.2007 and 09.09.2007 cannot be disputed by the plaintiff. This implies that two conclusions, can now be arrived at, firstly, that much prior to Ex.P-1 which as stated above was dated 31.01.2010, the plaintiff had direct and specific knowledge that mining of Iron Ore was the subject matter of an investigation by a competent authority, namely, the Karnataka Lokayukta who was also a former Supreme Court Judge, and secondly that the plaintiff company also being the subject of inquiry had still thought it fit to apply for Stacking Transit Area license with the defendants when there was always a possibility of its activities being curbed by administrative action. After all, whether the plaintiff was indulging in

illegal mining activity or not, is a fact purely to its own knowledge. If the plaintiff actually violated the laws of the land to enrich itself, it will be very difficult to appreciate the stand subsequently taken, that it was a victim of a ban, and not the perpetrator of the ban. The findings of the said committee was submitted on 18.12.2008. Again this fact cannot be disputed by the plaintiff. This leads us to a further conclusion that based on the findings, a Damocles Sword was always hanging over the plaintiff company atleast from 18.12.2008, the date of the interim report. The interim report had given very damaging findings which have been extracted in the written statement filed by the defendants. The plaintiff has not thought it fit to file any reply statement and consequently, the facts pleaded in the written statement stand uncontroverted. The findings as summarised in the written statement filed by the defendants are as follows:-

" There are illegal mining activities carried out by the mining leasers.

Iron Ore community earned Rs.60,000 crores for the year 2007-2008 alone.

Encroachments in large cases, traversed in to the adjoining forest areas and Government revenue lands.

Almost all Lorries engaged in carrying

minerals were over loaded, far in excess of the permissible limits.

The over loaded mineral ore had caused extensive damage to all roads used for the transportation of iron ore.

Legally mined iron ore was mixed with the illegally mined iron ore.

60 mining lease holders encroached into the forest land.

56 forest offence cases had been registered in the Courts of Magistrate.

Large numbers show cause notices had been issued by the Director of Mines and Geology, Karnataka to erring mining lease holders for terminating their lease agreements.

The Karnataka Government passed Karnataka Minerals (Regulation of Transportation) Rules 2008 to prevent illegal mining operations.

Some of the licensee's including some of the Writ Petitioners before the Hon'ble Court had filed Writs against the said act before the Hon'ble High Court of Karnataka and got interim stay against the said act.

Illegal minerals stacked the iron ore illegally in the ports and violated the India Ports Act."

20. The above had led to the issue of Government Orders by the Government of Karnataka whereby they had prohibited issuing permits for exporting Iron Ore and also prohibited exporting Iron Ore from the Ports in the State of Karnataka. The Government of Karnataka would not have resorted to such drastic measures completely bringing to a stand still, the business activity which provided much foreign exchange, had there not been direct evidence and acceptable evidence, and moreover evidence which cannot be rejected, regarding allegations of illegality surrounding mining activities by companies, including the plaintiff company.

21. In this case, the Government of Karnataka, in its wisdom weighed the damages caused by the illegal Iron Ore mining and the profits from such illegal Iron Ore mining. Both the Government Orders, which have been marked as Exs.P-5 and P-6, have mentioned about the investigation conducted by the Lokayukta, the Hon'ble Mr. Justice N.Santhosh Hegde and thereafter, they had stated as follows in Ex.P-5:

"GOVERNMENT ORDER No. CI. 162 MMM 2010,

BANGALORE DTAED 28.07.2010

*In view of the factors explained
in the preamble, the Government hereby
prohibits issuance of mineral dispatch*

permit for transportation iron ore for the purpose of exporting the same from the State with immediate effect and until further orders.

The Deputy Directors and Senior Geologists of all the Districts are hereby instructed to strictly comply with this order and to initiate all necessary effect actions immediately to prevent illegal mining: transportation."

and in Ex.P-6 as follows:-

"The Government after examining thoroughly the above proposal, has issued the following order:

**"GOVERNMENT ORDER No. LOE 186 PSP 2010,
BANGALORE DTAED 26.07.2010**

सत्यमेव जयते

In view of the reasons explained in the preamble, as guidelines are being formulated to initiate necessary action effectively with a view to curb unauthorised/illegal transportation / export of minerals from the State and with a view to strict

implementation of the Government rules and in the interest of public, in exercise of the powers conferred Indian Ports Act, 1908 and Karnataka Ports (Landing and Shipping Fees) Act, 1961 (Karnataka Act 20 of 1961), the Government hereby prohibits exporting iron ores from the following 10 minor ports in the State, with immediate effect, until further orders:

1. Karwar Port	2. Bellkeri Port
3. Tadhadi Port	4. Honnavar Port
5. Batkal Port	6. Kundapura Port
7. Malpe Port	8. Hongaarakatta Port
9. Old Mangalore Port	10. Padubidri Port

22. It is therefore clear that the Government of Karnataka had banned export of Iron Ore only due to the illegal mining of the companies for violating the mineral laws. It had been further stated in the written statement and again not disputed by the plaintiff, that these Government Orders Exs.P-5 and P-6 were challenged before the High Court of Karnataka and also before the Hon'ble Supreme court and the challenges failed. In fact, it has been

stated that the plaintiff company had also challenged the Government Order before the High Court of Karnataka. Consequently, on the date of allotment order dated 31.01.2010 which is pursuant to letter of the plaintiff dated 07.11.2009, the plaintiff was definitely aware that export of Iron Ore particularly illegally mined Iron Ore was banned. It is for the plaintiff to satisfy the Government of Karnataka that the Iron Ore, which they are mining was only through legal processes. Burden was entirely on them. In fact, the Government of Karnataka itself holds 26% of shareholding in the plaintiff company. Even then, the Government of Karnataka had banned Iron Ore from being mined by the plaintiff company, which naturally means that the plaintiff company had in fact indulged in illegal mining activities. The burden is very heavy on the shoulder of the plaintiff company to show that their activities are so pure and legal that they should be exempted from the bans imposed by the Government Orders. Such burden could have been very easily discharged, had they only primarily involved themselves with legally acceptable processes in mining iron ore and had then established before the Government of Karnataka which itself is a share holder in the plaintiff company, that they are not involved in illegal mining. They have not chosen to do so. They have not even produced any

positive evidence that they had atleast attempted to convince the Government of Karnataka to permit them to mine Iron Ore and export them through the defendants. Consequently, the first issue is held against the plaintiff and I hold that when the plaintiff company was indulging in an illegal activity as pointed out by the Government of Karnataka and when they have not chosen to contest such an allegation or take steps to disprove such an allegation then it must be held that they had been involved in illegal mining and the ban was only for violation of mining laws.

23. Naturally any plaintiff, who comes to Court with tainted hands, on the basis of an activity which has been doubted to be legally acceptable, cannot seek relief either in equity or in law. This issue is answered against the plaintiff.

Issue Nos. 2 , 3, 4 and 5:

24. Issue No. 2 relates to the Ex.P-5 Government Order dated 28.07.2010 in G.O.No. CI 162 MMM 2010 Bangalore dated 28.07.2010. The preamble to the said Government Order stated that on 20.03.2010 the Forest Department seized approximately 8,05,991 mts of illegal stock of Iron Ores from Belikeri Port and approximately 1,15,399 mts of illegal stock at Karwar Port. It had been further stated that out of the above, 6 lakhs tonnes of Iron Ores at Belikery Port

and about 65,409 mts of Iron Ores at Karnataka Port was for illegal export. The Government of Karnataka had filed cases in this regard. The Government of Karnataka had further considered the quantity of Iron Ore illegally produced in the State in comparison with the quantity of the local use and its export quantity. It was found that Iron Ore in excess of the quantity permitted was exported to foreign country and quantity of Iron Ore used for domestic use was considerably higher than the quantity of authorised production of Iron Ore. It was to prevent the above that the Karnataka Lokayukta was requested to investigate and after the finding was given, with a view to stop illegal mining activities and illegal transportation, the Government of Karnataka had passed the said Government Order under Ex.P-5. In fact, the urgency is seen from the fact that the order was passed to take effect immediately and to continue until further orders. It has been further stated that it was inevitable that the order has to be passed. The said order had been extracted above and is reiterated below.

"GOVERNMENT ORDER No. CI. 162 MMM 2010,
BANGALORE DTAED 28.07.2010

In view of the factors explained in the preamble, the Government hereby prohibits

issuance of mineral dispatch permit for transportation iron ore for the purpose of exporting the same from the State with immediate effect and until further orders.

The Deputy Directors and Senior Geologists of all the Districts are hereby instructed to strictly comply with this order and to initiate all necessary effect actions immediately to prevent illegal mining: transportation."

25 . In the face of this Government Order under Ex.P-5, Ex.P-1 will have to be examined to determine whether the non issuance of mineral discharge permits vitiated the allotment order.

26. A perusal of Ex.P-1 shows that the plaintiff had sought for allotment from the defendants by letter dated 7.11.2009. This was prior to the dates mentioned in Ex.P-5 when the Lokayukta had already submitted its report after detailed investigation. Thus, the plaintiff knew at the time when they applied for allotment that at any time there was a very very strong possibility that the Government of Karnataka will take necessary steps to prevent illegal mining. The plaintiff has indulged in a voluntary gambit by seeking allotment of staking area license. They knew their

activities were illegal or rather were perceived to be illegal by the Lokayakta. Still their aim to fill their coffers did not subside and they initiated steps to export the illegally mined Iron Ore. They cannot claim innocence and seek indulgence from this Court.

27. Had the plaintiff not indulged in illegal mining, the burden was on them to establish that their mining were completely over board and seek continuation of mining of Iron Ore. The fact that their challenge to the Government Order had failed before the High Court of Karnataka also establishes that they were in fact involving in illegal mining activity at the relevant period. Consequently, I hold that the non issuance of mining dispatch permits does not vitiate the allotment order. The allotment order is per se legal. It is the allottee who was mined with illegal activities inviting ban of mining dispatch permits. That can never vitiate the allotment order.

28. It has to be now determined whether this ban will invoke the *Force Majeure* terms in the allotment. The *Force Majeure* terms had been given in Clause 14, which is as follows:-

"If the targeted throughput of the License happens to be affected for

more than 15 days continuously by means of natural calamities or stoppage of work on account of strike by Trust's employees or major shut down of plant or other reason which deemed fit, the proportionate drop in the throughput during the period will be taken into account and shall be considered under Force Majeure conditions. "

29. The learned senior counsel for the plaintiff read and reiterated Clause 14 and stated that natural calamities or stoppage of work on account of strike would be on the part of the defendants and major shut down of plant would be on the part of the plaintiff. He also stressed on the further terms "or other reason which deemed fit" and stated that this would also indicate the predicament of the plaintiff. In fact, he further stated that 'shut down of plant' would indicate only the plaintiff and stated that this would constitute a supervening circumstance. In this connection, the learned counsel relied on **Delhi Development Authority Vs. Kenneth Builders and Developers Ltd., & Ors.**, reported in **2016 SCC OnLine SC 627** and stated that the defendants being a "state" owned a greater duty towards the plaintiff. He pointed out the following from the said

Judgment:-

"34. The interpretation of Section 56 of the Contract Act came up for consideration in *Satyabrata Ghose V. Mugneeram Bangur & Co.* It was held by this Court that the word "impossible" used in Section 56 of the Contract Act has not been used in the sense of physical or literal impossibility. It ought to be interpreted as impracticable and useless from the point of view of the object and purpose that the parties had in view when they entered into the contract. This impracticability or uselessness could arise due to some intervening or supervening circumstance which the parties had not contemplated. However, if the intervening circumstance was contemplated by the parties, then the contract would stand despite the occurrence of such circumstance. In such an even, "there can be no case of frustration because the basis of the contract being to demand performance despite the happening of a particular event, it cannot disappear when that even happens." This is what this Court had to say:

"The first paragraph of the section

lays down the law in the same way as in England. It speaks of something which is impossible inherently or by its very nature, and no one can obviously be directed to perform such an act. The second paragraph enunciates the law relating to discharge of contract by reason of supervening impossibility or illegality of the act agreed to be done. The wording of this paragraph is quite general, and though the illustrations attached to it are not at all happy, they cannot derogate from the general words used in the enactment. This must be clear that the word "impossible" has not been used here in the sense of physical or literal impossibility. The performance of an act may not be literally impossible but it may be impracticable and useless from the point of view of the object and purpose which the parties had in view; and if an untoward event or change of circumstances totally upsets the very foundation upon which the parties rested their bargain, it can very well be said that the promisor finds it impossible to do the act which he promised to do.

Although various theories have been propounded by the Judges and jurists in England regarding the juridical basis of the doctrine of frustration, yet the

essential idea upon which the doctrine is based is that of impossibility of performance of the contract; in fact impossibility and frustration are often used as interchangeable expressions. The changed circumstances, it is said, make the performance of the contract impossible and the parties are absolved from the further performance of it as they did not promise to perform an impossibility. The parties shall be excused, as Lord Loreburn says

"If substantially the whole contract becomes impossible of performance or in other words impracticable by some cause for which neither was responsible."

xxx xxx xxx

It must be pointed out here that if the parties do contemplate the possibility of an intervening circumstance which might affect the performance of the contract, but expressly stipulate that the contract would stand despite such circumstance, there can be no case of frustration because the basis of the contract being to demand performance despite the happening of a particular event, it

cannot disappear when that event happens. As Lord Atkinson said in *Matthey v. Curling* "a person who expressly contracts absolutely to do a thing not naturally impossible is not excused for non-performance because of being prevented by the act of God or the King's enemies ... or vis major". This being the legal position, a contention in the extreme form that the doctrine of frustration as recognised in English law does not come at all within the purview of Section 56 of the Indian Contract Act cannot be accepted."

30. On the other hand, learned Senior counsel for the defendants relied on **Markfed Vanaspati & Allied Industries Vs. Union of India** reported in [2007] 7 SCC 679 and pointed out paragraph Nos. 5 to 8:-

"5. It may be pertinent to mention that the objections regarding limitation and jurisdiction were given up by the appellant before the Division Bench of the High Court. Before the Division Bench, the appellant sought the benefit of the force majeure clause because the Government had banned the use and process of rapeseed oil by manufacturers. The Division Bench

specifically noted in the impugned judgment that no other argument was advanced by the learned counsel appearing for the appellant. Therefore, we requested the learned counsel for the appellant to confine his submissions only with regard to force majeure clause argued before the Division Bench of the High Court in this case. On the basis of the documents referred to the court by the learned counsel for the appellant, it is clear that the ban was imposed for the use of rapessed oil for manufacturing Vanaspati but manufacturing of rapessed oil was not debarred or restricted. Therefore, even the plea of force majeure clause taken by the appellant was found to be totally devoid of any merit.

6. The arbitrator in the instant case gave a non-speaking award, which was made rule of the Court by the order of the learned Single Judge on 21st February, 2006. The appellant preferred FAO (O.S.) No. 206 of 2006, before the Division Bench of the High Court, which was also dismissed on 17th April, 2006. The appellant has preferred special leave petition against the said impugned judgment of the Division Bench. This Court granted leave on 14th May 2007.

7. The Division Bench, in the impugned Judgment, while affirming the judgment of the learned Single Judge has correctly observed that the ban was on the use of rapeseed oil for manufacturing Vanaspati but manufacture of rapeseed oil was not debarred or restricted.

8. We have heard Mr.L.Nageshwar Rao, the learned senior counsel for the appellant, and Mr.Vikas Singh, the learned Addl. Solicitor General for the respondent, Union of India. In this case, the award has been made rule of the court by the learned Single Judge of the High Court and the findings of learned Single Judge have been affirmed by the Division Bench. The Court in the impugned judgment held that the force majeure clause could not be attracted in the facts and circumstances of this case. This was so because the ban covered the use of rapeseed oil for manufacturing Vanaspati, yet manufacturing rapeseed oil was not debarred or restricted. We concur with the learned Single Judges findings, which were affirmed by the Division Bench."

31. Learned Senior Counsel stated that it was only in Bellary District, mining activities was banned and further

pursuant to Ex.P-6 permits were withdrawn only from the Ports at Karanataka. The plaintiff could very well have continued their activities in Andra Pradesh, where they had mining activities. Moreover, not all the mining licenses of the plaintiff were considered illegal. They still had two functioning licenses.

32. "*Force Majeure*" also known as *cas fortuit* (French) or *casus fortuitous* (Latin) "chance occurrence, unavoidable accident", is a common clause in contracts that essentially freezes both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties prevents one or both of them from fulfilling their obligations. But that will not cover a self induced circumstance.

33. The learned Senior Counsel for the plaintiff stated that in this case the Government Orders issued are intervening and supervening circumstances. However, the learned Senior Counsel for the defendants has challenged this fact and stated that these circumstances were "self induced" and actually invited by the plaintiff and it was the plaintiff, which was directly responsible for the Government Orders being passed because it carried on illegal mining of Iron ore. The plaintiff has "self induced" the ban. In such circumstances, the plaintiff has to bear the

consequence. I hold that the "state" has no obligation to come to the rescue of the plaintiff, in this case, which had voluntarily invited an intervening circumstance and *Force Majeure* cannot be an escape route for the plaintiff from its commitment to the defendants.

34. The learned Senior Counsel for the defendants further relied on ***Ganga Saran Vs. Ram Charan Ram Gopal*** reported in **1952 AIR 9**; wherein it had been held as follows:-

"... the doctrine of frustration cannot avail a defendant, when the non-performance of a contract is attributable to his own default."

35. In this case, the plaintiff having been charged of having been indulged in illegal activity cannot turn around and seek indulgence from this Court. Frustration of a contract is a direct result owing to their own act. They involved in illegal activity of mining Iron Ore with their eyes opened. They invited the ban. They cannot complain that the Government Orders has been passed affecting their activities and seek protection from liability arising to the defendants. It is further held in ***Maritime National Fish Ltd., Vs. Ocean Trawlers Ltd.***, reported in **[1935] AIR (PC)**

128 that:

" ... In truth, it happened in consequence of their election. If it be asumed that the performance of the contract was dependent on a licence being granted, it was that election which prevented performance, and on that assumption it was the appellants' own default which frustrated the adventure: the appellants cannot rely on their own default to excuse them from liability under the contract. On this ground, without determining any other question, the appeal should be dismissed with costs. They will humbly so advise His Majesty."

36. It is thus seen that Section 56 of the Indian Contract Act, which reads as follows, cannot be pressed into by the plaintiff:-

"56. Agreement to do impossible act. - An agreement to do an act impossible in itself is void.

Contract to do act afterwards becoming impossible or unlawful. - A contract to do an act which, after

the contract is made, becomes impossible, or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful.

Compensation for loss through non-performance of act known to be impossible or unlawful - where one person has promised to do something which he knew, or, with reasonable diligence, might have known, and which the promisee did not know, to be impossible or unlawful, such promisor must make compensation to such promisee for any loss which such promisee sustains through the non-performance of the promise".

37. In this case also, as repeatedly pointed out, the plaintiff has invited its own ban and the fact that the frustration depends on an intervening and supervening circumstance has an exception clause, namely, when frustration is self induced. Consequently I hold that the allotment order had not become void pursuant to the Government Order banning issuance of mining discharge permits and that they have not frustrated the contract, since the plaintiff has invited the ban and the *Force Majeure*

caluse cannot be invoked by the plaintiff since as stated again, they are responsible for continuing with illegal mining and the non issuance of mining discharge permits does not vitiate the allotment orders. Impossibility of performance pleaded by the plaintiff has to be rejected since voluntary indulgence in illegal mining inviting a bar, can never be recognised in a Court of law as a ground to render an agreement void. Accordingly, I hold issue Nos, 2, 3, 4, 5, against the plaintiff.

Issue No.6:

38. A perusal of Ex.P-1 shows the following clauses have been accepted by the plaintiff:-

" 3. The Licensee shall export a Minimum Guaranteed Throughput of not less than 4,40,000 MTs during the above mentioned allotment period.

4. The Licensee shall pay a sum of Rs.92/- per Metric Ton (i.e. Rs.85/- per Metric Ton towards handling iron ore charges, Rs.5/- per Metric Ton towards Pollution Levy and Rs.2/- per Metric Ton towards Cleaning Charges) as per Scale of Rates (SOR) and as amended from time to time as License Fee.

9. The Licensee shall deposit a sum of Rs.22,20,000/- (Rupees Twenty Two Lakhs Twenty Thousand only) being 50% charges of the total open area capacity of 40,000 MTs of the license fee i.e., handling iron ore Charges, Cleaning Charges, Pollution Levy and Marine Charges as Wharfage Charges Deposit as per the scale of rates for the Chennai Port Trust and as amended from time to time within seven administrative working days as security deposit from the date of receipt of the allotment order, failing which the allotment will be liable for cancellation.

10. The Licensee shall furnish Bank Guarantee from any Nationalized Bank encashable at Chennai for Rs.4,88,40,000/- (Rupees four crores eighty eight lakhs and forty thousand only) valid for a period of more than two months of allotment period (i.e., upto 28.02.2011) the license fee (for the Wharfage Charges, Cleaning Charges, Pollution Levy and Marine Charges) as per the Scale of rates for the Chennai Port Trust and as amended from time to time for the entire Minimum Guaranteed Trust and as amended from time to time for the entire Minimum Guaranteed Throughput of 4,40,000 MTs as Security Deposit.

18. If the Licensee surrenders the open area either in part or in full within the period of allotment without fulfilling the Minimum Guaranteed throughput, the Licensee is liable to pay the License fee for the shortage in the Minimum Guaranteed throughput. If the Licensee fails to pay the License fee for the shortage of the Minimum Guaranteed throughputs, the Port Trust will invoke the Bank Guarantee to the extent of the shortfall in the throughput quantity and encash the amount."

39. In this connection, it is an oft repeated legal position that in the performance of bank guarantees, the banks undertake to unconditionally and without questioning the legal relationship subsisting between the parties, pay the sum of money under the guarantee.

40. The bank guarantee has been produced before this Court as Exs. P-3 and P-4. In both the bank guarantees, the Bank of Baroda had undertaken that the guarantee shall remain in force and shall continue to be enforceable till all the dues of the defendants have been fully paid and claim satisfied and discharged in full.

41. This bank guarantee had been issued only on the

further guarantee held out by the plaintiff that they shall be in a position to satisfy the minimum export through put agreed by them. However, as given in the written statement the total short fall amount was 4,81,780/- mts and the plaintiff had exported only 66,900 mts when they should have exported 5,48,680 mts. This has resulted in shortfall of Rs.5,54,04,700/-.

42. Naturally this necessitates that the defendants, being a "state" should be compensated for the loss suffered by them. When the scales are weighed, the umbrella of protection should be more on the defendants than on the plaintiff. This can be extended only by invoking the bank guarantee. The terms of the allotment stipulate that the proportionate bank guarantee can be withheld by the defendants. It must also be stated that the witness for the plaintiff PW-1 had also admitted that there was a shortfall of 4,81,780/- mts during the period. He further admitted that if there is a failure on the part of the plaintiff, the defendants can impose penalty. In the face of such admission, there is no other alternative but to uphold the stand of the defendants that they have a right to invoke the bank guarantee. As a matter of fact, the plaintiff, who initially invoked Clause 14 of the agreement, had subsequently retracted such stand by their letters and

contended that the agreement is null and void since the export was banned. The plaintiff have miserably failed to explain that the ban was not self induced and that they involved exclusively only in legally acceptable mining processes.

43. It has been stated that the Hon'ble Supreme Court while examining the Government Orders has categorised the mines of the plaintiff as 'B' and 'C' and both the learned Senior counsels stated that under 'C' category, the plaintiff had two existing mines. I therefore hold that with respect to Issue No.6 that the defendants are entitled to invoke the bank guarantee and consequently hold the issue in favour of the defendants.

44. Issue No.7: It had been stressed that the transit stacking areas provide a major source of income to the defendants. If the same are not utilised to the promised capacity, the defendants are entitled to proportionate compensation. The deendants are not responsible for the ban order. The plaintiff had sought allotment license though there was an impending doom over their head. Consequently, I hold that the defendants are entitled for compensation. The amount of compensation is not a subject or issue in this lis. This issue is answered in favour of

the defendants.

45. Issue No. 8 : It has already been stated that the plaintiff cannot be granted any relief in a Court of law involved in upholding law and justice particularly when the plaintiff had come on a charge of indulgence in illegal activity and then complain banning of such illegal activity. Consequently, the defendants are entitled to quantify their loss suffered owing to shortfall of quantity of 4,81,780/- mts, which in the written statement they had quantified at Rs.5,54,04,700/- and the plaintiff has to make good the same.

46. The defendants have every legal right to protect their interests. The plaintiff is not entitled for any relief as claimed by them. This issue is answered accordingly.

47. In the result, the suit is dismissed with costs of the defendants 1 and 2.

List of Witnesses:

P.W.1 - Ashok Thakkar

D.W.1 - P. Shanmuganathan

List of Exhibits on the side of the plaintiff:

1. Ex.P1 - The photocopy of the allotment order No. 5/2010 issued by the Chennai Port Trust, the first defendant dated 31.01.2010.
2. Ex.P2 - The photocopy of the allotment order No.15/2010

issued by the first defendant dated 05.02.2010.

3. Ex.P3- The photocopy of the letter extending the bank guarantee issued by Bank of India dated 25.02.2010.

4. Ex.P4 - The photocopy of the bank guarantee dated 24.02.2010.

5. Ex.P5 - The translated copy of the Government Order No. LOE 186 PSP 2010 passed by the Government of Karnataka.

6. Ex.P6 - The translated copy of the Government Order No. CI-162-MMM-2010 passed by the Government of Karnataka.

7. Ex.P7 - The Office copy of the letter sent by the plaintiff to the first defendant dated 28.08.2010.

8. Ex.P8 - The photocopy of the letter issued by the second defendant to the plaintiff dated 06.09.2010.

9. Ex.P9 - The Office copy of the letter issued by the plaintiff to the first defendant dated 18.11.2010.

10. Ex.P10 - The photocopy of the letter issued by the second defendant to the plaintiff dated 07.12.2010.

11. Ex.P11 - The Office copy of the letter sent by the plaintiff to the first defendant dated 20.12.2010.

12. Ex.P12 - The letter addressed to the Ministry of Shipping by the Chairman Chennai Port.

List of Exhibits on the side of the defendants:

1. Ex.D1 - The demand notice issued by the defendant to M/s. MMTC Limited dated 19.04.2008.

2. Ex.D2 - The challan issued by the defendant to M/s. MMTC Limited dated 06/06/08.

3. Ex.D3 - The demand notice issued by the defendant to M/s. Tridend Mines and Minerals dated 09.03.09.

4. Ex.D4 -The photocopy of the challan issued by the defendant to M/s. Bharat Mines and Minerals dated 23.03.2009.

5. Ex.D5 - The demand notice issued by the defendant to M/s. MSPL Limited dated 07.03.09.
6. Ex.D6 - The photocopy of the challan issued by the defendant to M/s. MSPL Limited dated 31.03.2009.
7. Ex.D7 - The photocopy of the challan issued by the defendant to M/s. Trident Minerals dated 17.03.2009.
8. Ex.D8 - The demand notice issued by the defendant to M/s. Bellary Iron Ores Private Limited dated 09.03.09.
9. Ex. D9 - The photocopy of the challan issued by the defendant to M/s. Bellary Iron Ores private Limited dated 17.03.2009.
10. Ex.D10 - The demand notice issued by the defendant to M/s. Lakshminarayana Mining Company dated 09.03.09.
11. Ex.D11 series - The photocopies of the challans issued by the defendant to M/s. Lakshminarayana Mining Company.
12. Ex.D12 - The demand notice issued by the defendant to M/s. Lakshminarayana Mining Company dated 05.02.2010.
13. Ex.D13 - The photocopy of the challan issued by the defendant to M/s. Lakshminarayana Mining Company dated 08.02.2010.
14. Ex.D14 - The demand notice issued by the defendant to M/s. Bellary Iron Ores Private Limited dated 05.02.2010.
15. Ex.D15 - The photocopy of the challan issued by the defendant to M/s. Bellary Iron Ores Private Limited dated 10.02.2010.
16. Ex.D16 - The demand notice issued by the defendant to M/s. MSPL Limited dated 05.02.2010.
17. Ex.D17 - The photocopy of the challan issued by the defendant to M/s. MSPL Limited dated 25.02.2010.
18. Ex.D18 - The demand notice issued by the defendant to M/s. Kariganur Minerals Mining Industry dated 05.02.2010.
19. Ex.D19 series - The photocopies of challan issued by the defendant to M.s. Kariganur Minerals Mining Industry.

20. Ex.D20 - The demand notice issued by the defendant to the plaintiff dated 03.01.2011.

21. Ex.D21 - the Chennai Port Trust letter to the Director, Department of Mines and Geology, Government of Karnataka, Bangalore dated 07.03.15.

22. Ex. D22 - The reply received from the Director, Department of Mines and Geology, Government of Karnataka, dated 04.08.15.

23. Ex.D23 - The demand notice sent by the defendant to M/s. Bharat Mines and Minerals dated 07.03.2009.

24. Ex.ED24 - The fair copy of Ex.P12 is in DW1 hand.

Sd/C.V.K.J

12.01.2017

//Certified to be a true copy//

Dated this the day of 2017

R.s/27.01.2017

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.

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