

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 12TH DAY OF SEPTEMBER 2019

THE HON'BLE MRS. JUSTICE PUSHPA SATHYANARAYANA

A. No.5899 of 2019

In the matter of Arbitration
and Conciliation Act, 1996
And

In the matter of Arbitration
of agreement (Letter of
Award dated 05.04.2018)
between NTECL and M/s.Fly
Ash Movers (India) Private
Limited.

M/S.FLY ASH MOVERS (INDIA) PVT.LTD.
REP.BY ITS DIRECTOR ANAND KHEMKA
L 2 KHEMKA HOUSE VIDYA NAGAR,
BILASPUR 495 004 CHHATTISGARH ..Applicant

-vs-

1.THE GENERAL MANAGER (C AND M)RS
NTPC TAMIL NADU ENERGY COMPANY
LTD VALLUR THERMAL POWER PROJECT
VELLIVOYAL CHAVADI POST PONNERI
TALUK CHENNAI 600 103.
2. THE ADDITIONAL GENERAL MANAGER (C AND M)
NTPC TAMILNADU ENERGY COMPANY LTD
VALLUR THERMAL POWER PROJECT
VELLIVOYAL CHAVADI POST PONNERI
TALUK CHENNAI 600 103.

3. THE SENIOR MANAGER (C AND M)
NTPC TAMILNADU ENERGY COMPANY LTD,
VALLUR THERMAL POWER PROJECT
VELLIVOYAL CHAVADI POST PONNERI
TALUK CHENNAI 600 103. ..Respondents

Application praying that this Hon'ble Court be
pleased to direct the respondent to extent the period of
supply Fly Ash by 3 months as per Clause 4.0 in LOA
NO.NTECL/CM/LS-3139/LOA 2997 dated 2.4.2018.

This Application coming on this day before this

<https://hcservices.ecourts.gov.in/hcservices/> On hearing the court made the following order:

As per clause 4.0 letter of award dated 05.04.2018 the period of supply will be for a period of one year, extendable for a period of six months at the same rate, terms and conditions on mutual consent. The application is sought for extension of supply for a period of three months as per clause 4.0 in LOA No.NTECL/CM/LS-3139/LOA 2997 dated 04.01.2018. As said earlier it is only mutually agreeable term for supply of Fly Ash. The learned counsel for the respondents pointed out that though the applicant ordered required quantity of 5.90 lakh metric tonne, they could only do 4.5 lakh metric tonne and it is also pointed out that the respondents company have to suffer penal consequences before the National Green Tribunal because of the conduct of the applicant for non-compliance of the terms agreed upon. Hence the respondents are unwilling to extend the period for supply of Fly Ash, as it is only mutually agreed term and now there is no mutual consent. Accordingly the period for supply of Fly Ash cannot be extended and the application stands dismissed.

Sd/.P.S.N.J.

12.09.2019

//Certified to be a true copy//

Dated this the day of 2016.

su/30.09.2019

COURT OFFICER

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