A.Nos.1327 and 1328 of 2020
in
E.P.Nos.11 and 12 of 2017

M.SUNDAR.J.,

Read this in conjunction with and in continuation of earlier proceedings made on 12.06.2020, which reads as follows:

> 'In these two applications, there are four parties in all. The applicant is 'Hardy Exploration & Production (India) Inc.' (hereinafter 'Hardy' for the sake of brevity), first respondent is 'Samson Maritime Limited' (hereinafter 'Samson' for the sake of brevity), second respondent is 'Kotak Mahindra Bank' (hereinafter 'Kotak' for the sake of brevity) and third respondent is 'State Bank of India' (hereinafter 'SBI' for the sake of brevity). While the contest in these two applications is between Hardy and Samson, Kotak and SBI are garnishees who have no adversarial position in these applications.
>
> 2 In the web hearing on a video conferencing platform before me, Mr.Srinath Sridevan, learned counsel representing Mr.S.Rajmakesh, counsel on record for Hardy, Mr.P.Giridharan, learned counsel for Samson and Mr.Mohan of M/s.King and Patridge for SBI are before me. As Kotak is only a garnishee and as it has no adversarial position, applications were heard.
>
> 3 From the submissions and soft copies of papers placed before me for this hearing, the following facts / aspects come to light:
>
> > (a) Nucleus of these applications is constituted by an arbitral award dated 25.08.2015 and an additional arbitral award dated 25.10.2015 (hereinafter collectively referred to as 'nucleus awards' for the sake of convenience and clarity). Vide nucleus awards, Hardy

became judgment debtor qua Samson to the tune of little over Rs.39.32 Lakh US Dollars (39,32,143.51 USD to be precise) and this court is informed that this is about 38 Crores INR in Indian currency;

(b) There is also no disputation that these nucleus awards were unsuccessfully challenged by Hardy. This court is informed that nucleus awards have attained legal finality;

(c) Post nucleus awards attaining finality, Samson launched execution proceedings for recovery of moneys due under nucleus awards and those execution petitions are E.P.Nos.11 and 12 of 2017;

(d) While these execution petitions progressed, several applications came to be filed and it may not be necessary to advert to the same and dilate on those facts owing to the scope of two applications on hand;

(e) Suffice to say that as many as 10 applications, namely A.Nos.5856 to 5863 of 2019 and A.Nos.128 and 129 of 2020 came to be disposed of by one common order dated 06.02.2020 made by a Hon'ble Single Judge of this court;

(f) What is of significance is there is no disputation or disagreement between parties that aforementioned 06.02.2020 common order has been given complete legal quietus by the parties. In other words, neither of the parties carried it in appeal and the order has attained legal quietus;

(g) To be noted, Hardy has 'participating interest' ('PI' for brevity) in certain 'production sharing contracts' ('PSCs' for brevity) qua three oil wells. The issue was whether these PIs are saleable and whether it can form subject matter of execution qua nucleus awards.

As the order has been given finality, it may not be necessary to delve into those aspects. Suffice to say that vide this order, Hardy was permitted to fully satisfy the decrees i.e., nucleus awards in three instalments. Details of instalments and other attendant aspects of the matter have been set out in the form of an adumbration in sub paragraphs (i) to (xiii) of paragraph 16 by Hon'ble Single Judge in his order dated 06.02.2020. Paragraph 16 in its entirety reads as follows :

> '16.Although I concluded that the PI is undoubtedly an asset that is capable of being attached, I am inclined to provide an opportunity to the Judgment Debtor to discharge its liabilities as per the undertakings provided to this Court, albeit subject to the modifications specified in this order. As stated earlier, it is necessary to revise the time lines for the payment of the first and second installment of 18% and 21% of the Award amounts. I propose to revise those time limits by bearing in mind that the Judgment Debtor was ready and willing to discharge the first installment of 18% almost immediately and the second installment within one month of the first installment. As regards the second installment of 21%, the Judgment Debtor requested permission to pay rents, salaries and other expenses in connection with the oil field operations prior to the payment of such second installment to the Judgment Debtor. I am not inclined to accept the proposal in that respect. In specific, the second installment of 21% of the respective Award amount shall be paid to the Decree Holder before making

disbursement of the other expenses of the Judgment Debtor. As regards the third installment, the proposal is based on a three month interval between the second and third installments. I propose to maintain the same three month interval. In order to enable the implementation of the said proposal, I propose to permit the activation of the project accounts in a staggered manner. In the undertaking, the Judgment Debtor had undertaken to pay the Decree Holder from and out of Project Account No.407011007813. Therefore, the said Project Account would be permitted to be activated for purposes of payment of the first and second installments. Upon payment of the second installment, all the seven accounts shall be permitted to be activated subject to the ceiling on the maximum amount that may be debited from such accounts for other purposes. In the event of default in paying any of the three installments, in full, within the time lines indicated herein, all 7 accounts shall stand frozen and charging orders of the respective PI shall come into force ipso facto. Accordingly, the following directions are issued: (i) The undertaking of the Judgment Debtor that no third party has any charge or rights over the Project Accounts, as on date, save and except the present Decree Holder, is recorded. (ii) The Judgment Debtor shall not create any fresh charge upon the Project Accounts set out in Para 4.2 of the affidavit in support of A.Nos.128 & 129 of 2020 until the claim of the Decree Holder is satisfied in full. If any charge or rights are created after the date of this order, such charge or rights would be void. (iii)

The Judgment Debtor is permitted to activate Project Account 407011007813 and make payment of the first installment of 18% of the respective Award amounts to the Decree Holder within three days thereof and within a maximum of seven days from the date of receipt of a copy of this order. No other debits would be permitted from the said account until the second installment is paid to the Decree Holder. (iv) Upon payment of the first installment, the Judgment Debtor shall file a memo providing evidence of payment of the first installment. (v) The Judgment Debtor shall pay the second installment of 21% of the respective Award amount within 30 days from the date of payment of the first installment and within a maximum of 37 days from the date of receipt of a copy of the order. Such payment shall be made by remitting the necessary funds into Project Account 407011007813. (vi) Upon payment of the second installment to the Decree Holder, the Judgment Debtor shall file a memo providing proof of such payment. By a supplementary order, the remaining 6 project accounts shall be permitted to be activated. (vii) Subject to payment in full of the first and second installments, the Judgment Debtor shall be permitted to make payments towards salaries, rents, operating expenses up to a maximum of US$400,000 per calendar month from the Project Account Nos.407011007792, 407011007802, 407011006585 and 407011007813 maintained with Kotak Mahindra Bank, Mount Road Branch; and a maximum of US $200,000 per calendar month from the Project Account Nos. 30207716017, 10265127624, 30379078869 maintained with State Bank of India, Egmore Branch. (viii) No payments shall be made from the Projects Accounts, directly or indirectly, to or for the benefit of the Judgment Debtor's group companies until the liability of the Decree Holder is discharged in full. (ix) The Judgment Debtor shall file fortnightly statements before this Court detailing transactions in the Project Accounts. (x) The Judgment Debtor shall pay the third and final installment of 61% of the respective Award amounts within a maximum of 90 days from the date of payment of the second installment and within an overall time limit of 127 days from the date of receipt of the order. (xi) In the event of default in payment in full of any of the three installments within the time limit specified above or in case of breach of the undertaking or condition in clauses (i) or (ii) above, all the 7 project accounts shall stand frozen ipso facto and there shall be an attachment of the PI of the Judgment Debtor, by way of charging orders, in all the PSCs, which are the subject matter of these applications. Such orders of attachment shall come into force ipso facto upon such default. (xii) The earlier orders of this Court shall remain in force in all respects except to the extent and in the manner indicated above in respect of the operation of the Project Accounts. (xiii) This order shall be communicated forthwith both to the Kotak Mahindra Bank, Mount Road Branch, Chennai and to the State Bank of India, Egmore Branch, Chennai both directly and through the Judgment Debtor so as to ensure strict compliance. '

(h) There is no disputation or disagreement that first instalment of 18% of nucleus awards and second instalment being 21% of nucleus awards have been duly paid by Hardy to Samson within time lines given in 06.02.2020 order. To state with specificity, first instalment was paid on 11.02.2020 and second instalment was paid on 03.03.2020. Thereafter on 27.05.2020, Hardy has taken out two applications on hand with prayers for enlargement of time qua third instalment.

4 Having set out brief necessary facts shorn of elaboration or in other words brief facts imperative for appreciating this order and having heard the learned counsel, this court now proceeds to set out broad summation of rival submissions. Broad summation of submissions of learned counsel for applicant is as follows:

(i)Three instalments and time line / schedule / calendar was agreed upon vide an affidavit of undertaking dated 07.01.2020 (which is the basis for 06.02.2020 order) based on certain credit lines, but those credit lines have got derailed owing to 'pandemic caused by Corona virus and consequent lockdown' which shall be collectively referred to as 'Covid 19 situation'. In effect, the submission was that Covid 19 situation and consequent disruption of credit lines was something which Hardy could neither portend nor presage when 06.02.2020 order came to be passed.

(ii)Besides credit lines, the schedule qua three instalments was also agreed upon based on monies due to Hardy under arbitral awards from 'Oil and Natural Gas Corporation' ('ONGC' for the sake of brevity) and 'Hindustan Oil Exploration Company Ltd.' ('HOEC' for the sake of brevity). Copies of these awards were made available only recently and launching of execution proceedings is in the anvil;

(iii)Hardy has made necessary arrangements to honour third instalment within the extended time frame dehors Covid 19 situation and therefore, Hardy will be able to have full satisfaction recorded qua nucleus awards if time is enlarged;

(iv)A legal submission was made regarding width and amplitude of the power of this Court under Section 148 of 'The Code of Civil Procedure, 1908' ('CPC' for brevity), it was submitted that it is so wide and vast that this court can exercise powers in a case of this nature and that this is a fit case to exercise discretionary powers in favour of Hardy. In support of this submission, learned counsel pressed into service two judgments of Hon'ble Supreme Court, namely, ***Mahanth Ram Das Vs. Ganga Das*** reported in ***AIR 1961 SC 882*** and ***Periyakkal Vs. Dakshyani*** reported in ***(1983) 2 SCC 127***.

5 In response to the above submission, Mr.P.Giridharan, learned counsel for Samson made submissions, broad summation of which is as follows:

(i)A perusal of 06.02.2020 order which is based on the affidavit of undertaking of Samson dated 07.01.2020 would reveal that Hardy had undertaken to satisfy the nucleus awards in three instalments without reference to any externalities and therefore, the plea for extension of time is clearly untenable;

(ii)The circular of Government of India which has been referred to, namely Ministry Home Affairs Order No.40-

3/2020-D dated 24.3.2020 and Order No.40-3/2020-DM-I(A) dated 25.03.2020, exempts oil and gas sector as they have been classified as essential services and therefore, the plea of Hardy is untenable.

(iii)The Covid 19 situation cannot act as an omnibus cover or omnibus ground for all / every kind of extension and in support of this principle, learned counsel pressed into service a judgment of Hon'ble Single Judge of Delhi High Court in ***Halliburton Offshore Services Inc. Vs. Vedanta Limited*** (O.M.P (I) (COMM.) No. 88/2020 & I.As. 3696-3697/2020) dated 29.05.2020.

(iv)Hardy is biding time by taking umbrage under Covid 19 situation. This submission was made in the light of past conduct.

6 When arguments were advanced on above lines, learned counsel for Hardy Mr.Srinath Sridevan and learned counsel on record for Hardy Mr.Rajmakesh on instructions submitted as follows:

(a) Nucleus awards will be satisfied in full (by paying third instalment in its entirety) on or before 31.07.2020;

(b) Aforesaid enlargement of time upto 31.07.2020 is being sought for dehors Covid 19 situation. In other words, irrespective of normalcy rescinding, the commitment qua third instalment on or before 31.07.2020 will be honoured;

(c) Hardy will not seek any further extension of time under any circumstances.

(d) Hardy will pay interest according to nucleus awards upto the date of realization which will be on or before 31.07.2020.

7 Learned counsel and counsel on record for Hardy sought time to file an affidavit of undertaking articulating the aforesaid aspects with clarity and specificity.

8 On such request, list this matter on Monday (15.06.2020).'

2 As would be evident from Paragraph 7 of earlier proceedings, learned counsel for Hardy had sought time to file an affidavit articulating four aspects of the matter captured in Paragraph 6.

3 Between last hearing and today, an affidavit dated 13.06.2020 captioned 'Common affidavit of undertaking filed by the judgment debtor' has been filed after serving the same on counsel for Samson and soft copy of the same is before me. This 4 page common affidavit reads as follows:

'COMMON AFFIDAVIT OF UNDERTAKING FILED BY THE JUDGMENT DEBTOR

I, Mr.Sankalpa Mitra, son of Sukhendubikash Mitra, aged about 60 years and President of Hardy Exploration & Production (India) Inc., having office at 5th Floor Westminster Building, 108 Dr.Radhakrishnan Salai, Chennai-600 004, do hereby solemnly affirm and state as under:

1. I am President in the Applicant Company and I am duly authorized and competent to depose as under.

2. I am fully competent to depose hereto and accordingly I do so.

3. I submit that Applicant/Judgment Debtor was liable to satisfy Awards dated 25.08.2015 and 25.10.2015 obtained by 1st Respondent against it, but had failed to do so. The 1st Respondent had therefore filed E.P.Nos.11 and 12 of 2017 and A.Nos.5856 to 5863 for various reliefs for enforcement of the said awards.

4. After the change of management of Applicant, the Applicant filed A.Nos.128 and 129 of 2017, submitting certain undertakings therewith, on 07.01.2020.

5. After full hearing, an order was passed by this Hon'ble Court on 06.02.2020, the relevant portion of the Order providing necessary directions is extracted herewith for brevity:

> "16.(i) The undertaking of the Judgment Debtor that no third party has any charge or rights over the Project Accounts, as on date, save and except the present Decree Holder, is recorded.
>
> (ii)The Judgment Debtor shall not create any fresh charge upon the Project Accounts set out in Para 4.2 of the affidavit in support of A.Nos.128 & 129 of 2020 until the claim of the Decree Holder is satisfied in full. If any charge or rights are created after the date of this order, such charge or rights would be void.
>
> (iii)The Judgment Debtor is permitted to activate Project Account 407011007813 and make payment of the first installment of 18% of the respective Award amounts to the Decree Holder within three days thereof and within a maximum of seven days from the date of receipt of a copy of this order. No other debits would be permitted from the said account until the second installment is paid to the Decree Holder.
>
> (iv)Upon payment of the first installment, the Judgment Debtor shall file a memo providing evidence of payment of the first installment.
>
> (v)The Judgment Debtor shall pay the second installment of 21% of respective Award amount within 30 days from the date of payment of the first installment and within a maximum of 37 days from the date of receipt of a copy of the order. Such payment shall be made by remitting the necessary funds into Project Account 407011007813.
>
> (vi)Upon payment of the second installment to the Decree Holder, the Judgment Debtor shall file a memo providing proof of such payment. By a supplementary order, the remaining 6 project accounts shall be permitted to be activated.
>
> (vii)Subject to payment in full of the first and second installments, the Judgment Debtor shall be permitted to make

payments towards salaries, rents, operating expenses up to a maximum of US$400,000 per calendar month from the Project Account Nos.407011007792, 407011007802, 407011006585 and 407011007813 maintained with Kotak Mahindra Bank, Mount Road Branch; and a maximum of US $200,000 per calendar month from the Project Account Nos. 30207716017, 10265127624, 30379078869 maintained with State Bank of India, Egmore Branch.

(viii)No payments shall be made from the Projects Accounts, directly or indirectly, to or for the benefit of the Judgment Debtor's group companies until the liability of the Decree Holder is discharged in full.

(ix)The Judgment Debtor shall file fortnightly statements before this Court detailing transactions in the Project Accounts.

(x)The Judgment Debtor shall pay the third and final installment of 61% of the respective Award amounts within a maximum of 90 days from the date of payment of the second installment and within an overall time limit of 127 days from the date of receipt of the order.

(xi)In the event of default in payment in full of any of the three installments within the time limit specified above or in case of breach of the undertaking or condition in clauses (i) or (ii) above, all the 7 project accounts shall stand frozen ipso facto and there shall be an attachment of the PI of the Judgment Debtor, by way of charging orders, in all the PSCs, which are the subject matter of these applications. Such orders of attachment shall come into force ipso facto upon such default.

(xii)The earlier orders of this Court shall remain in force in all respects except to the extent and in the manner indicated above in respect of the operation of the Project Accounts.

(xiii)This order shall be communicated forthwith both to the Kotak Mahindra Bank, Mount Road Branch, Chennai and to the State Bank of India, Egmore Branch, Chennai both directly and through the Judgment Debtor so as to ensure strict compliance.

6. I submit that the Applicant/Judgment Debtor had given its undertaking, on the belief that certain lines of credit, which were

available to it at the time, would still be available during the time period set out in the undertaking.

7. Accordingly, Applicant/Judgment Debtor complied with the first two limbs of the Order dated 06.02.2020, on 11.02.2020 and 03.03.2020, entirely within the time limits specified.

8. However, with the global pandemic, all credit lines were disrupted. Accordingly, Applicant has filed A.Nos.1327 and 1328 of 2020 seeking the following relief:-

Common prayer in A.No's:1327 & 1328 of 2020 in E.P.No:11 & 12 of 2017:

It is therefore prayed that this Hon'ble Court be pleased to take this Memo on record and pass necessary orders to extend the time period by 60 days for compliance of directions enunciated in Para 16(x) of this Court's Order dated 06.02.2020 made in A.Nos.128 & 129 of 2020, and thus render justice.

9. Now, Applicant has arranged for lines of credit to pay the entire remainder of the decree amount (with accrued interest) on or before 31.07.2020. This has been arranged with full knowledge of the import and impact of the Covid Pandemic, and will not therefore be disrupted any further by Covid.

10. Accordingly, I wish to state and undertake as under:-

(a)The entire remainder of the Award Amount due in E.P No's:11 & 12 of 2017 (i.e., US $ 2,398,608) together with interest thereon, shall be paid in full, on or before 31.07.2020.

(b)The time so sought for, is requested, de hors the disruptions caused by Covid pandemic.

(c)As a result, Applicant will not seek further extension.

(d)As stated supra, the amount which will be paid, will include accrued interest thereon, as per the Awards, until the date of actual payment (which will be on or before 31.07.2020).

It is therefore, prayed that this Hon'ble Court be pleased to take on record the above further Affidavit of Undertaking, and pass such other or further orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.'

4 This Court now proceeds to consider the rival submissions

(captured in Paragraphs 4 and 5 of earlier proceedings dated 12.06.2020) in the light of this further common affidavit, viz., Affidavit of Undertaking dated 13.06.2020.

5 The first point raised by learned counsel for Samson is, the undertaking of Hardy was without reference to any externalities. This Covid -19 situation is something which Hardy could not portend or presage when the earlier order came to be made. In other words, Hardy could not predict, portend or presage the predicament owing to a pandemic. Therefore, 'without reference to externalities' expression, in the considered view of this Court need not be read with extreme rigidity in the facts and circumstances of this case. To be noted, this is a case outside the orders of Hon'ble Supreme Court where limitation periods (across the board) were extended and orders of a Hon'ble Division Bench of this Court where interim orders (across the board) were extended. After all, that is the reason why it has become necessary for instant applications to be taken out. The moment the matter is outside the realm

of these two orders, any request predicated on Covid-19 situation has to necessarily be considered in the light of facts, circumstances and particulars of each case. Learned counsel for Samson, placing reliance on ***Halliburton Offshore Services Inc. Vs. Vedanta Limited*** order, dated 29.05.2020, more particularly Paragraph 62, submitted that Covid -19 cannot be a blanket excuse. Without expressing any opinion on ***Halliburton*** principle for the present, on the facts and circumstances of this case, this court notices that Hardy has paid first and second instalments (albeit 39% of nucleus awards) fully and within the agreed time lines, the further affidavit is one wherein *inter alia* Hardy has undertaken that there shall be no further request for enlargement of time, more particularly Hardy has undertaken that it will pay interest upto the date of realization and that this 31.07.2020 time line is dehors Covid-19 situation. In other words, though all of us keep our fingers crossed and hope that we return to normal from new normal, what is of relevance is Hardy has undertaken that 31.07.2020 time line is fixed/constant (not a variable) irrespective of when normalcy returns. To be noted, ***Halliburton*** is an order made by Hon'ble Single Judge of another High Court viz., Delhi High Court.

6 The next point argued by learned counsel for Samson is that the Government of India circular exempts Oil and Gas sectors from the lock down classifying the same as essential services. From the previous proceedings, it comes to light that the extension of time is sought based only on disruption on credit lines and it is not relatable to the gas fields or their operations. In any event, this Court is informed that the three gas fields in which Hardy has PIs in PSCs have not been in production for a long time.

7 With regard to past conduct submission, this Court deems it appropriate to start from 06.02.2020 order, as admittedly the parties have given legal quietus to the same. This past conduct was argued in the applications before another Hon'ble single Judge and 06.02.2020 order came to be passed after full contest. Therefore, this Court deems it

appropriate not to delve into this aspect of the matter more as a matter of judicial discipline.

8 This takes us to the powers of this Court under Section 148 of 'The Code of Civil Procedure, 1908' ('CPC' for the sake of brevity). As already captured in the earlier proceedings, ***Mahanth Ram*** case being ***Mahanth Ram Das Vs. Ganga Das*** reported in ***AIR 1961 SC 882***, ***Periyakkal*** case being ***Periyakkal Vs. Dakshyani*** reported in ***(1983) 2 SCC 127*** were alluded to. Attention of this court was drawn to ***Johri Singh Vs. Sukh Pal Singh*** reported in ***(1989) 4 SCC 403***. While ***Mahanth Ram*** and ***Periyakkal*** were pressed into service by learned counsel for Hardy, Mr.Mohan, learned counsel for SBI (garnishee) brought to the notice of this Court ***Johri Singh*** case by way of assisting this Court (as his client does not have adversarial position).

9 Vide above case laws, while the powers of this Court have been held to be plenary, learned counsel for Samson argued that

enlargement of time under Section 148 shall not exceed 30 days in total. It was also pointed out that aforesaid case laws were rendered prior to 06.06.2002 when this expression 'not exceeding thirty days in total' was inserted in Section 148 CPC.

10 In response to this, learned counsel for Hardy pressed into service a judgment of the Bombay High Court being ***Bank of Rajasthan Ltd. Vs. Andhra Bank and others*** reported in ***II (2005) BC 192***. This Court had the benefit of perusing the order from Indian Kanoon website. Relevant paragraphs are Paragraphs 6 and 7, and the principle for which it was pressed into service is to say that while 30 days has to be respected, the same is only directory. To support this contention, learned counsel referred to **Salem Advocate Bar Association** principle and said a provision in CPC is directory if no consequence has been provided. Be that as it may, this aspect of the matter does not call for a debate as Hon'ble Supreme Court in ***Salem Advocate Bar Association Vs. Union of India*** reported in ***(2005) 6 SCC 344*** has made it clear that inherent

powers of this Court are preserved qua Section 148 also. The most instructive paragraphs on this aspect of the matter matter in Salem Bar Association are Paragraphs 41 and 42, which read as follows:

> '***Section 148***
>
> **41.**The amendment made in Section 148 affects the power of the court to enlarge time that may have been fixed or granted by the court for the doing of any act prescribed or allowed by the Code. The amendment provides that the period shall not exceed 30 days in total. Before amendment, there was no such restriction of time. Whether the court has no inherent power to extend the time beyond 30 days is the question. We have no doubt that the upper limit fixed in Section 148 cannot take away the inherent power of the court to pass orders as may be necessary for the ends of justice or to prevent abuse of process of the court. The rigid operation of the section would lead to absurdity. Section 151 has, therefore, to be allowed to operate fully. Extension beyond maximum of 30 days, thus, can be permitted if the act could not be performed within 30 days for reasons beyond the control of the party. We are not dealing with a case where time for doing an act has been prescribed under the provisions of the Limitation Act which cannot be extended either under Section 148 or Section 151. We are dealing with a case where the time is fixed or granted by the court for performance of an act prescribed or allowed by the court.
>
> **42.** In *Mahanth Ram Das* v. *Ganga Das* [(1961) 3 SCR 763 : AIR 1961 SC 882] this Court considered a case where an order was passed by the Court that if the court fee was not paid by a particular day, the suit shall stand dismissed. It was a self-operating order leading to dismissal of the suit. The party's application filed under Sections 148 and 151 of the Code for extension of time was dismissed. Allowing the appeal, it was observed: (SCR pp. 767-68)
>
>> "How undesirable it is to fix time peremptorily for a future happening which leaves the Court

> powerless to deal with events that might arise in between, it is not necessary to decide in this appeal. These orders turn out often enough to be inexpedient. Such procedural orders, though peremptory (conditional decrees apart) are, in essence, *in terrorem*, so that dilatory litigants might put themselves in order and avoid delay. They do not, however, completely estop a court from taking note of events and circumstances which happen within the time fixed. For example, it cannot be said that, if the appellant had started with the full money ordered to be paid and came well in time but was set upon and robbed by thieves on the day previous, he could not ask for extension of time, or that the Court was powerless to extend it. Such orders are not like the law of the Medes and the Persians.'"

11 Therefore, this 30 days cap in Section 148 brought in 2002 amendment to CPC argument cannot be countenanced. Therefore, this Court does not express any opinion on ***Bank of Rajasthan Ltd***. Case. Instead the view this Court would take is, Section 151 of CPC which starts with a non obstante clause would certainly come into play owing to Covid-19 situation. This order is therefore passed exercising the inherent powers of this Court under Section 151 CPC which has been preserved to meet the ends of justice notwithstanding anything contained in the Code, which includes section 148 CPC.

12 To be noted, Section 151 CPC opens with the expression 'Nothing in this Code shall be deemed to limit or otherwise affect the inherent power of the court .....'.

13 Covid-19 is certainly an unprecedented situation and therefore, this case law shall not serve as a precedent. This order shall not be cited as a precedent qua section 148 CPC.

14 Owing to all that have been set out supra, this Court is therefore acceding to the request of applicant Hardy in these applications and for the purpose of clarity and specificity, the following order is passed:

a) Time frame set out in Sub-paragraph (x) of Paragraph 16 of order dated 06.02.2020 in A.Nos.5856 to 5863 of 2019 and A.Nos.128 and 129 of 2020 in E.P.Nos.11 and 12 of 2017 now stands extended and the time frame shall be on or before

31.07.2020;

b) As a sequitur, the consequential limb of the order contained in sub-paragraph (xi) of Paragraph 16 will also stand impacted;

c) In all other aspects of the matter, the aobementioned order dated 06.02.2020 made by Hon'ble Single Judge of this Court, which has been given legal quietus, will continue to govern the parties herein;

d) In the light of Paragraph 16(xi) being impacted, any communications made by parties to Authorities concerned including Director General of Hydrocarbons will stand nullified and all concerned will stand governed by this order;

e) Further affidavit dated 13.06.2020, which has been extracted and reproduced supra, stands recorded and will therefore form part of this order. Consequential order made by this Court including an order dated 06.03.2020 made post compliance with first and second instalments payment will also continue to operate.

15 Both applications, i.e., A.Nos.1327 and 1328 of 2020 are disposed of on above terms. There shall be no order as to costs.

15.06.2020

vvk

M.SUNDAR, J.

vvk

A.Nos.1327 and 1328 of 2020
in E.P.Nos.11 and 12 of 2017

15.06.2020