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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **FAO(OS) (COMM) 279/2022**

M/ S. ADANI AGRI LOGISTICS LTD. Appellant

Through: **Mr. Saurabh Kirpal, Senior Advocate
with Ms. Simran Brar, Ms. Ambika,
Mr. Karan Sharma, Advocates and
Ms. Annu Sharma, AR in person**

versus

FOOD CORPORATION OF INDIA Respondent

Through: **Mr. Manoj, Standing Counsel with
Ms. Aparna Sinha, Advocates**

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

HON'BLE MR. JUSTICE MANOJ JAIN

ORDER

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24.01.2024

CM APPL. 4642/2024

1. This application has been filed on behalf of the appellant seeking rectification of typographical errors in some paras of judgment dated 22.12.2023 passed by this Court.
2. At this stage, it has been brought to the notice of this Court by the Court Master that the judgment in this case was pronounced on 20.12.2023 whereas the date of pronouncement has been mentioned as 22.12.2023.
3. The typographical error is corrected and the date of judgment shall read as 20.12.2023.
4. Notice issued.
5. Learned counsel for respondent accepts notice and submits that the errors sought to be corrected are typographical and hence, there is no objection if the application is allowed.



6. Accordingly, in view of reasons stated in this application as well as no objection from counsel for respondent, the present application is allowed in following terms:-

(i) In Para-20 of the judgment, the dates of the letters sent by both, the appellant as well as the respondent have been erroneously recorded as 23.05.2017, whereas the date of the letter sent on behalf of the appellant was 30.05.2017. Hence, the date of letter sent by appellant shall be read as “30.05.2017”. The Para-20 hence shall read as under:-

“20. The respondent vide its letter dated 23.05.2017, sought recovery of excess amount of Rs.8,12,580 paid towards storage-cum-handling-charges on escalated WPI for February, 2017 and March, 2017. In response thereto, the appellant vide letter dated 30.05.2017 reiterated that storage-cum-handling-charges in terms of WPI escalations were to be calculated from the financial year or the annual year, is to be submitted to the Arbitral Tribunal.

(ii) In para 22, inadvertently states that “...the respondent while remitting payments to the appellant in May/June 2018 deducted the amounts by considering 11.04.2007 as the “Operations Date”....” Whereas the date should have been 11.05.2007. It is thus directed that the date of operations mentioned in para 22 shall be read as 11.05.2007.

(iii) In para 23, the date of letter sent by respondent has been inadvertently recorded as 24.08.2018 instead of 24.07.2018. It is directed that the date of letter sent by respondent, as mentioned in para 23 shall be read as 24.07.2018.



(iv) In the last sentence of para 24 of the judgment, it has been mentioned “*reduction of Annual Guaranteed Tonnage (AGT) to 75% will be applicable from 28.09.2013 (11th year from 28.09.2013)*” whereas the 11th year from 28.09.2013 shall be 28.09.2023. It is thus, directed that in para of the judgment the date of 11th year from 28.09.2013 shall be read as “28.09.2023”.

(v) The typographical error in respect of date of arbitral record which has been erroneously recorded as 02.01.2021 in paras 26 and 27 of the judgment, shall be read as “02.10.2021”.

(vi) In para 40 of the judgment, it has been mentioned that the period of 20 years shall commence from 20.09.2013 instead of 28.09.2013. The typographical error is corrected and the date shall be read as “28.09.2013”.

(vii) The submissions recorded in para 40 of the judgment shall be read on behalf of appellant- M/s Adani Agri Logistics Ltd and not on behalf of respondent-FCI.

(viii) In para 47 of the judgment, the date of Service Agreement has been erroneously noted as 28.06.2008, the typographical error is corrected and the date of Service Agreement shall be read as “28.06.2005”.

(ix) In para 50 of the judgment, the date of commencement of the 20 year period shall be read as “20.09.2013”.

(x) In para 66 of the judgment, while adverting to the decision of the learned Single Bench, the date of base year for calculation of WPI



based escalation rates, has been inadvertently recorded as 29.05.2013. The error is corrected and the date shall be read as “28.09.2013”.

(xi) In para 67 of the judgment instead of “Annexure-4” to the Service Agreement, it shall be read as “Article 1.1 and Article 4” of the Service Agreement.

(xii) In para 76 of the judgment, the word UPI shall be read as “WPI”.

(xiii) In para 79 (a) of the judgment, the date of minutes of meeting shall be read as “12.05.2007”.

(xiv) In para 84 of the judgment, it has been recorded that “*the learned Tribunal has rightly held that Service Period in terms of Clause 4.1 of the Service Agreement (20 years) has to be reckoned from 28.09.2013 and the Financial Year 2013-14 would be reckoned for WPI escalation.*”. The dated notes as 28.09.2013 shall be read as “29.05.2013”.

6. With the afore-noted typographical corrections, the present application is disposed of.

7. This order be uploaded as Corrigendum to Judgment dated 22.12.2023.

SURESH KUMAR KAIT, J

MANOJ JAIN, J

JANUARY 24, 2024/rk/r