5 9.7.2024

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
(COMMERCIAL DIVISION)

F.M.A.T 218 of 2024
With
CAN 1 of 2024

Svaryu Energy Limited
Vs.
Coal India Limited & Anr.
(Formerly known as Refex Energy Limited)

Mr. Abhrajit Mitra
Mr. Pranit Bag
Mr. A.K. Mishra
Mr. Sumit Mishra ... For the Appellant.

Mr. Ayan Poddar
Mr. Soham Dutta
Ms. Khusboo Ruia .... For the Respondents.

Re: CAN 1 of 2024

We have heard learned counsel for the parties.

We are in a position to dispose of this appeal, dispensing with all formalities.

The agreement in question is still executory. As we have learnt from learned counsel for the parties, no steps have been taken as yet by Coal India Limited to terminate the contract or to impose liquidated damages, although both measures appear to be in their contemplation.

The reasoning of the learned judge in the impugned judgement and order appears to be flawed. Her reasoning seems to be that the appellant/petitioner should be blacklisted because unless they are so dealt with, they would be free to participate in the fresh tender to be

S.D.

initiated by the respondents in the event of termination of the agreement, to complete the balance part of the project.

Mr. Abhrajit Mitra, learned advocate appearing for the appellant gave un undertaking to this court on behalf of his client, on instruction that they would not participate in the fresh tender, in the above eventuality.

Usually, the government, government companies, statutory bodies have a separate procedure for blacklisting a contractor. We are not interfering with that procedure of the respondents but at the same time we make it clear that the suggestion given in the impugned order that the appellant should be blacklisted so as to prevent them from participating in any fresh tender should not be followed at all.

With regard to prayer 'd' of the petition, learned advocate for Coal India Limited assures the court that recovery under the contract in question would be made by taking out proceedings in relation to the subject contract itself and no recovery of alleged dues from other contracts of the appellant with the respondent company with the appellant would be made. We order accordingly.

The appeal (FMAT 218 of 2024) and the connected application (CAN 1 of 2024) are disposed of accordingly.

(I.P. Mukerji, J.)

(Biswaroop Chowdhury, J.)