



WEB COPY



W.P.No.15417 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.04.2024

CORAM

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

W.P.No.15417 of 2023

Mr. N.Veerapandian,
(Reg No. IBBI/IPA-001/IP-P-02148/2020-2021/13301),
Liquidator of M/s. Sical Iron Ore Terminals Limited,
New No. 36, Second Street,
Gopalapuram, Thiru Vi Ka Nagar,
Jawahar Nagar, Chennai,
Tamil Nadu - 600082.
(petitioner substituted vide order dt 08.08.2023 made in
WMP.22951/2023 in WP.15417/2023 by NSSJ) ... Petitioner

Vs.

1. Kamarajar Port Limited,
2nd Floor (North Wing) and 3rd Floor,
Jawahar Building, No 17,
Rajaji Salai, Chennai-600 001.

2. Ministry of Port, Shipping and Waterways,
North Block, New Delhi-110 001.

3. J.C. Flowers Assets Reconstruction Private Limited,
12th Floor, Crompton Greaves House,
Dr. Annie Besant Road, Worli,
Mumbai, Mumbai City MH 400 030.

4. UCO Bank, Chief Manager,
Flagship Corporate Branch,
1st Floor, Mafatlal Center,
Nariman Point, Mumbai-400 021.

... Respondent



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Prayer :- Writ petition filed under Article 226 of the Constitution of India praying for issuance of a writ of Mandamus, directing the 1st respondent to pay the final compensation as per the provisions of the License agreement dated 11.07.2016.

For Petitioner : Mr.P.V.Balasubramanian, Senior Counsel
for Mr.Akhil R.Bhansali

For Respondents : Mr.AR.L.Sundaresan, ASGOI, assisted
by Mr.Krishna Ravichandran (for R1);

Mr.S.Makesh, CGSC (for R2);

Mr.Om Prakash, Senior Counsel for
Mrs.Abhitha Banu (for R3);

Mr.P.S.Ganesh (for R4).

ORDER

The relief sought for in the present writ is to direct the first respondent Kamarajar Ports Ltd. to pay final compensation as per the provisions of the licence agreement dated 11.07.2016.

2. The learned senior counsel appearing on behalf of the writ petitioner would mainly contend that there is no disputed fact between the petitioner and Kamarajar Ports Ltd. As per the terms of contract agreement, the Kamarajar Ports Ltd. is bound to take over all project



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assets lying in the port and settle compensation to the writ petitioner. The

Liquidator has been appointed in the NCLT proceedings and the Liquidator is repeatedly reminding the first respondent Kamarajar Ports Ltd. to take over the project assets and settle the compensation as per the terms of agreement.

3. The learned Senior Counsel further states that the Liquidator is continuously spending for the purpose of protecting the project assets lying in the port and taken insurance policy to safeguard the project assets. Though, the petitioner states that there is no disputed fact exist between the petitioner and the Kamarajar Ports Ltd., the learned senior counsel Mr. AR.L.Sundaresan, appearing on behalf of the first respondent would submit that the port has already claimed compensation against the company itself.

4. The port not satisfied with the compensation awarded to the tune of Rs.4.85 Crores, which is admitted by the Liquidator, they are initiating action seeking enhancement of compensation. When the Kamarajar Ports Ltd. is disputing certain facts with the company, now administered by the Liquidator, they cannot insist the first respondent to take over the project



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assets and settle compensation. When the Port itself is claiming compensation against the company, the petitioner cannot contend that no disputed fact exist between the parties.

5. Even presuming and as per the submission made by the learned Senior Counsel, appearing on behalf of the petitioner, that no dispute exist in respect of the terms, it is for them to enforce the contract agreement in the manner known to law. Writ Court cannot issue any direction regarding enforcement of terms and conditions in the contract between the parties. Since the issues are now interlinked with the bankers and the Ministry and the Liquidator, it is for them to workout their respective remedies in the manner known to law.

6. Therefore, the relief as such sought for in the present writ petition which is of contractual in nature cannot be considered by this Court in exercise of the powers of the judicial review under article 226 of the constitution of India.

7. This Court has already considered the scope of the Officer Memorandum, dated 10.05.2022, issued by the Ministry of Port, Shipping and Waterways. It is needless to state that the claim of the petitioner also



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to be taken into consideration if it is falling under the scope of the memorandum for settling the issues.

8. Accordingly, the writ petition stands disposed of. However, there shall be no order as to costs.

08.04.2024

Index : Yes
Speaking Order
Neutral Citation : Yes
(sha)

To

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S.M.SUBRAMANIAM. J.,

(sha)

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