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

+ **W.P.(C) 13220/2024**

M/S EXXARO CERAMIC LTD.

.....Petitioner

Through: Mr. Buddy Ranganathan, Sr.
Adv. with Mr. Tarun Khurana,
Ms. Meenakshi, Mr. Amarjeet
T. Kumar, Ms. Snigdha Singh,
Mr. Samrat S. Kang, Ms.
Yashika Chadha & Mr. Rishi
Vohra, Advs.

versus

**OIL AND NATURAL GAS CORPORATION
LTD. & ORS.**

.....Respondents

Through: Appearance not given.

CORAM:

HON'BLE MR. JUSTICE YASHWANT VARMA

HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER
20.09.2024

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CM APPL. 55173-55174/2024 (Ex.)

Allowed subject to all just exceptions.

Applications stands disposed of.

WP(C) 13220/2024 & CM APPL. 55172/2024 (Interim Relief)

1. The writ petitioner is aggrieved by the intimation dated 12 September 2024 and which has apprised it of the termination of the Gas Supply Agreement ["GSA"] and forfeiture of Bank Guarantees pursuant to a purported failure on its part to have complied with the Notification of Award ["NOA"] dated 15 February 2023.

2. Before us, it is conceded that the terms and conditions of the NOA could not be complied with. However, it is the case of the writ petitioner that the default was on account of circumstances beyond its control and the various hurdles which beset the transportation of gas



across geographical areas.

3. We find ourselves unable to appreciate that submission bearing in mind the fact that in terms of the Tender documents and the NOA the petitioner would have been fully aware of the steps that it would have been liable to take for the purposes of transporting gas from Chinnewala Tibba Field to its own plant in Barmer, Rajasthan. It is also not its case that all requisite details stood disclosed in the tender documents. Parties who had participated in the bidding process were thus aware from the outset of the formalities and compliances required to be completed and which would have invariably attached to the transportation of gas across geographical areas.

4. We, in this regard, take note of Clause 3 of the NOA, wherein the Petitioner's obligation to create and/or arrange necessary infrastructural facilities including gas transportation had been specifically carved out. The same is reproduced below:

“3. Gas would be delivered ex-fence ONGC's installation, ex Gamnewala GCS, of RKOE, Rajasthan and you would be required to create or arrange necessary infrastructural facilities including gas transportation by laying of own pipelines and compressors (if required) for offtake of gas & further transportation to your unit/plant.”

5. In view of the aforesaid, we find no merit in the instant writ petition. It shall, consequently, stand dismissed.

YASHWANT VARMA, J

RAVINDER DUDEJA, J

SEPTEMBER 20, 2024/kk