THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19124 of 2025

Pragati Indian Road Lines a proprietorship firm, through its authorized signatory, Pradip Kumar Singh aged about 54 years (male), son of Siddheshwar Singh, resident of Jai Ambey Petrol Pump, Patewa, P.S. Patewa, District Mahasamund, Chhatisgarh-493551.

... ... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Mines and Geology Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna.
2. The Principal Secretary cum Mines Commissioner, Mines and Geology Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna.
3. The Director, Mines and Geology Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna.
4. The Collector cum District Magistrate, Rohtas, Sasaram.
5. The District Mining Officer, Rohtas, Sasaram.

... ... Respondents

Appearance :

For the Petitioner	:	Mr. Suraj Samdarshi, Advocate
		Mr. Avinash Shekhar, Advocate
		Mr. Vijay Shanker Tiwary, Advocate
		Ms. Simran Kumari, Advocate
		Ms. Abhilasha Jha, Advocate
For the State	:	Mr. Satya Vrat, A.C. to G.P.-10
For the Mines Deptt.	:	Mr. Naresh Dikshit, Spl. P.P.
		Mr. Brij Bihari Tiwari, Advocate
		Ms. Shruti Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
C.A.V. JUDGMENT
Date : 15-07-2026

The present writ petition under Article 226 of the Constitution of India, has been filed by petitioner, which is a proprietorship firm and the settlee of Rohtas Son Sand Ghat/Block No.3A in the district of Rohtas under a registered settlement deed dated 26.11.2024 executed with the Mines and Geology Department, Government of Bihar.

2. Being the highest bidder in the e-auction held on 27.12.2023 and having paid the entire settlement amount for the first settlement year in advance, the petitioner claims refund on account of restrictions said to have been imposed by the respondent authorities upon its mining and sale operations.

3. In this case, the petitioner has prayed for the following reliefs:-

> *"(i) To issue an appropriate writ, order or direction in the nature of mandamus commanding the Respondents to refund the proportionate royalty amount for 2,37,734.02 MT sand which the petitioner could not excavate and sell on account of restriction imposed on mining activity at Rohtas Sand Block 3A in the district of Rohtas, by the Respondent or to alternatively extend the settlement period by 167 days.*
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> *(ii) This Hon'ble Court may adjudicate and hold that the action of the Respondent authorities in not granting proportionate remission in royalty for 2,37,734.02 MT sand which the petitioner could not excavate and sell on account of restriction imposed on mining activity by the Respondents, is completely illegal,*

arbitrary and non-est in the eyes of law.

(iii) This Hon'ble Court may further adjudicate and hold that according to Rule 51(4) of Bihar Minerals (Concession, Prevention of Illegal Mining, Transportation and Storage) Rules, 2019, a settlee is obligated to pay royalty only for mineral "extracted" and "removed" by it.

(iv) This Hon'ble Court may further adjudicate and hold that the action of the Respondents in obtaining the entire amount of royalty and not allowing the petitioner to conduct mining activity amounts to unjust enrichment.

(v) To grant any other relief or reliefs which the petitioner may be found entitled to in the facts and circumstances of the case."

4. The brief facts of the case are that in the year 2023, the respondents floated a Notice Inviting Tender (NIT) for settlement of sand *ghats* in the district of Rohtas for a period of five years. The petitioner participated in the e-auction held on 27.12.2023 in respect of Sand Ghat/Block No.3A of the river Son and emerged as the highest bidder at Rs.26,83,80,000/- against the reserve price of Rs.9,58,50,000/-, with the earnest money deposit being Rs.2,39,62,500/-. Upon payment of the differential security deposit of Rs. 4,31,32,500/- on 06.01.2024, the Collector, Rohtas issued the in-principle approval/letter of intent (LOI) *vide* letter no.52 dated 09.01.2024 (Annexure P-1). The letter of intent, *inter alia,* stipulated the payment schedule, that is, the first installment of 50% of the annual royalty amount before execution of the agreement, the second installment of 25% within three months and the third installment of 25% within six months of the execution of the lease/agreement, and required the petitioner to obtain all statutory clearances, including the mining plan, environmental clearance and the consents of the State Pollution Control Board.

5. The State Environment Impact Assessment Authority, Bihar granted environmental clearance to the petitioner on 10.08.2024. Clause (ii) of the environmental clearance certificate granted in favour of the petitioner stipulates that sand mining from the river shall not be done in the rainy season, i.e., from mid-June to mid-October, of each calendar year. Thereafter, upon grant of the consents by the Bihar State Pollution Control Board, the petitioner executed the settlement agreement with the Mining Department on 26.11.2024. The first settlement year thus ran from 26.11.2024 to 25.11.2025. The quantity capping allotted to the petitioner for the first settlement year, as reflected in the online portal of the respondent

Department, was 10,23,163.30 MT of sand.

6. The petitioner is aggrieved by the imposition of various restrictions, not attributable to it, over a period of time during the currency of lease tenure and thereby, it is the case of the petitioner that such restrictions restricting its access and utilization of the sand ghat is arbitrary and cannot result in prejudicial outcome to the petitioner.

7. Learned counsel appearing on behalf of the petitioner has, at the outset, submitted that the present case is on account of several factors, due to which, the petitioner was precluded from operating the sand ghat settled in its favour for the reasons not attributable to him and as such, no adverse civil consequences could be attached to it. The learned counsel has further submitted that only because the petitioner had delayed the third installment of the payment for which, the only consequence under the Rules was to impose interest on delayed payment, which the petitioner has already paid, however, the respondents further disabled the e-challan generation, which is not a consequence stipulated under the Rules. Therefore, it is the submission of the petitioner that the respondent authorities have exceeded their jurisdiction causing delay and effectively precluding the petitioner from operating its sand ghat and consequently, causing losses to be suffered by the petitioner.

8. It is next submitted that on account of *Kumbh Mela* in Prayagraj (Uttar Pradesh) the entry of sand laden trucks was prohibited by the district administration and therefore, the petitioner was again precluded from operating the sand ghats allotted to it. It is further submitted that due to frequent V.I.P. movements, the petitioner was on and off prevented from excavating the sand from the sand ghats allotted to it. Therefore, it is the categorical submission that the aggregate preclusion of 167 days was occasioned entirely by the acts of the respondent authorities and not attributable to the petitioner and therefore, no losses should be saddled upon the petitioner.

9. It is the categorical submission of learned counsel for the petitioner that the petitioner had made representations dated 13.11.2025 and 19.11.2025 before the respondent authorities but the said representation remained unanswered.

10. It is emphasized by learned counsel for the petitioner that the royalty can be levied on the amount of sand excavated or removed. In the present case, since the petitioner was precluded / prevented from excavating the sand ghats allotted to it, for the reasons not attributable to the petitioner and beyond its control, therefore, the petitioner deserves the refund of the proportional royalty. It is submitted that the action of the respondent authorities in realizing the total royalty despite the fact that the petitioner could not excavate one fourth of the total capping limit would amount to unjust enrichment and is therefore, not sustainable.

11. In support of his submissions, learned counsel for the petitioner has relied upon the judgment of the Hon'ble Supreme Court in ***Jai Durga Finvest (P) Ltd. vs. State of Haryana,*** reported in ***(2004) 3 SCC 381***, wherein it has been held that a mining contractor who could not carry out mining operations by reason of the acts of omission and commission on the part of the authorities cannot be held bound to pay the contract amount merely because it had voluntarily entered into the contract. Reliance has also been placed on the interim order dated 03.05.2018 passed by this Court in ***C.W.J.C. No. 6790 of 2018 (M/s. Broad Son Commodities Pvt. Ltd. vs. State of Bihar)*** and analogous cases, whereby the respondent authorities were restrained from charging royalty or penalty for the period during which the petitioners therein were precluded from conducting mining, as also the consequential order dated 17.07.2018 passed in ***C.W.J.C. No. 6727 of 2018*** and analogous cases, deprecating a demand raised in the teeth of the earlier order.

12. Learned counsel has further relied upon the judgments of the Hon'ble Supreme Court in ***Chitra vs. State of Kerala***, reported in ***(2016) 1 SCC 685***, on the entitlement of a licensee to remission of licence fee where it is precluded from transacting business for reasons extraneous to it.

13. Heavy reliance has been placed on two recent decisions of this Court. In ***Batsha Khatoon & Ors. vs. State of Bihar, C.W.J.C. No.4167 of 2025,*** decided on ***16.04.2026,*** wherein this Court directed refund, on *pro-rata* basis, of the bid amount for the period during which the sand ghat settlee remained precluded from mining on the strength of a cancellation order subsequently set aside, together with compensatory simple interest at 6% per annum, holding that the State cannot unjustly enrich itself by saddling a settlee with royalty for a period of legal disability not attributable to it. In ***M/s Awanish Construction vs. State of Bihar & Ors. (C.W.J.C. No.6991 of 2025)***, decided together with analogous cases in ***Lalan Kumar vs. State of Bihar (C.W.J.C. No.6393 of 2025)***

which raised a grievance substantially identical to the present one with regard to restriction on generation of e-challans, delayed activation of the secondary loading area and the SEIAA restriction beyond the NIT, this Court granted liberty to the settlee to seek refund of proportionate royalty by way of a representation to be decided in the light of ***Jai Durga Finvest (supra)*** and ***Chitra (supra)***.

14. *Per contra*, learned Special P.P. appearing for the Mines Department, supported by learned counsel for the State, has raised a threshold objection of suppression of material facts. It is submitted that the petitioner deliberately concealed from this Court its surrender application dated 22.05.2025, the letter of the Department dated 23.08.2025 seeking confirmation, and its own letter dated 01.09.2025. It is therefore, the submission that a settlee cannot, approbate and reprobate, and the concealment disentitles the petitioner to any discretionary relief under Article 226.

15. On maintainability, it is submitted by learned counsel for the answering respondent that the reliefs claimed are purely monetary and contractual, resting on seriously disputed questions of fact, and are therefore not amenable to writ jurisdiction. A bidder who has participated in the auction and accepted the benefit of the settlement cannot thereafter challenge or seek to escape the tender conditions merely because they have proved onerous. It is further submitted on the strength of a Division Bench pronouncement of this Court in L.P.A. No.379 of 2019, titled as ***Aman Sethi vs. State of Bihar and Ors.*** that extension of the tenure of a settlement is a matter strictly of the terms and conditions of the contract, alterable, if at all, only by the State Government, and is not amenable to judicial review, the more so when the settlement year in question has expired.

16. It is further submitted that the suspension of e-challans of the petitioner was the direct and agreed consequence of the own admitted failure of the petitioner in not paying the third installment by 25.05.2025 despite the reminder dated 23.05.2025, the suspension having been effected only on 18.07.2025 strictly in terms of Clause 24(ii) of the tender document and Clause 3(ii) of Part-V of the agreement, which further required the petitioner to furnish post-dated cheques for the second and third installments, and reactivation having been set in motion immediately upon full payment. It is further emphasized by learned counsel for the answering respondents that the said clauses expressly stipulate that no claim of compensation shall be entertained for such period, and the levy of interest under Rule 29(B)(4) does not override the distinct contractual consequence of suspension.

17. It is next submitted that the allegation of denial of credentials for the secondary loading area is false since the e-challans were operational from 18.06.2025. Further, Clause 42(xiii) of the tender document bars any claim of compensation on account of restrictions imposed under the environmental clearance. Moreover, it is submitted that during the monsoon only river mining stood suspended while sale from the secondary loading point continued, the petitioner having issued 4,705 e-challans in that period. Furthermore, the restrictions on the 13 days in question were temporary, partial, confined to a few hours and to particular areas, occasioned by VIP movement, festivals such as Durga Puja, Diwali and Chhath, and election polling and counting days, in the interest of law and order, and the petitioner itself generated 195 e-challans on those days.

18. It is next submitted that the restriction during the *Maha Kumbh* was a temporary and partial traffic regulation in public interest which prohibited neither mining nor sale, the petitioner having issued 6,126 e-challans in those 41 days and the allegation that mining was not permitted from 16.10.2025 to 25.11.2025 is false.

19. On the legal plane, it is submitted that in terms of Rule 51(7) of the Rules, 2019, the auction/settlement amount is itself treated as royalty and is payable in advance as a condition of the settlement, de-linked from the quantity of mineral actually excavated or removed. Rule 51(4) neither overrides Rule 51(7) nor converts the lump-sum bid, freely offered at a competitive e-auction which closed far above the reserve price, into a returnable metered charge. It is further submitted that the letter of intent itself stipulated that the annual settlement amount would not be reduced even if the mineable quantity were reduced by the environmental clearance or the consents. It is therefore, the categorical submission of the answering respondent that mere non-utilisation of the capping creates no vested right of refund, remission or extension.

20. I have considered the rival submissions of the learned counsel for the parties and perused the materials on record.

21. Shorn of details, the facts relevant for adjudication lie in a narrow compass. The petitioner is the settlee of Rohtas Son Sand Block No.3A under a five-year lease settlement. The petitioner paid the entire first year settlement amount, though the third installment was paid belatedly along with its interest at the rate of 24% per annum under Rule 29(B)(4) of the Rules, 2019. As against the first year capping of 10,23,163.30 MT, the petitioner could sell only 7,85,429.28 MT, leaving 2,37,734.02 MT un-utilised. There was, at no point of time, any cancellation or suspension of the settlement itself.

22. It is a settled position of law that the settlement amount or royalty presupposes that the concession holder had the effective right and opportunity to work the concession and where the settlee is precluded from working it by reasons attributable to the State or wholly extraneous to the settlee, the State cannot retain the consideration referable to the period or quantity of preclusion, since that would amount to unjust enrichment.

23. It is settled position of law that the petitioner can not be subjected to adverse civil or financial consequences where the inability to exercise a statutory or contractual right is occasioned by the action or omission of the respondent authorities themselves. Consequently, where the non-utilisation of a licence is not attributable to the petitioner, the imposition of the full financial burden would be arbitrary and inequitable, and the petitioner would be entitled to a proportionate remission.

24. The Hon'ble Supreme Court in the case of ***Jai Durga Finvest (P) Ltd. v. State of Haryana & Ors.***, reported as ***(2004) 3 SCC 381 : 2004 SCC OnLine SC 40*** has held as under:-

> *"10. The question, thus, which was required to be posed and answered was as to whether clause 18-A of the agreement would remain enforceable despite the fact that the appellant allegedly could not extract any sand by reasons of omission and commission on the part of the respondents concerned. The appellant herein has raised a plea that the contract became impossible to be performed as the landowners of the area in question did not receive compensation and despite request, the third respondent did not enforce clause 27 of the agreement.*
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> *11. It is not in dispute that the grant of mining lease in favour of the appellant herein for the extraction of mineral sand by the respondents is governed by the provisions of the Punjab Minor Mineral Concession Rules, 1964. In terms of Rule 33 the bidder*

is required to execute a deed in Form 'L'. Clause 27 of the agreement in Form 'L' obligates the respondents to comply with the request made in terms thereof. The Appellate Authority had not considered this aspect of the matter. The High Court also did not apply its mind in this behalf. The first question that arises is whether the respondents complied with their statutory obligations when the request was made by the appellant. If not, the second question would be the effect of non-compliance with the statutory obligation of the respondents which formed part of the contract insofar as they did not comply with the appellant's request as aforementioned which had a direct bearing on the right of the appellant to raise sand. The High Court, as noticed hereinbefore, has merely proceeded on the basis that the appellant had entered into the contract with his eyes wide open; but, the same would not, in our opinion, mean that they were bound to pay the contract amount, get its security amount forfeited, as also pay interest at the rate of 24 per cent, although it could not, by reason of acts of omission and commission on the part of the respondents, carry out the mining operation as per the terms of the agreement.

12. *Whether in such a situation the doctrine of frustration will be invoked or not should*

have been considered by the High Court. [See M.D., Army Welfare Housing Organisation v. Sumangal Services (P) Ltd. [(2003) 8 Scale 424 (2)]"

25. Further, the Hon'ble Supreme Court in the case of ***Chitra v. State of Kerala***, reported as ***(2016) 1 SCC 685 : 2015 SCC OnLine SC 745*** has held as under:-

"5. The facts are neither disputed nor are they convoluted. The appellant had submitted an application on 16-3-1990 for the grant of an FL 3 licence in respect of her Hotel Chanakya at Trivandrum, which had been granted. However, it transpired that a third party filed a suit in which the Munsif Court, Trivandrum granted an interim injunction restraining the Excise Commissioner from issuing the said licence to the appellant for user at her said hotel. This suit, along with another suit similar to it, was eventually dismissed on 29-9-1993. In an ensuing appeal, the District Judge granted an ad interim injunction on 15-4-1994, which came to be vacated on 3-6-1994. On 23-11-1994, the respondent rejected the appellant's application for the FL 3 licence due to an amendment to the Foreign Liquor Rules which had resulted in private parties being ineligible for FL 3 licences. Consequently, the appellant filed OP No. 18145 of 1994,

which was allowed by the Single Judge. Acting in accordance with the Single Judge's directions, the Excise Commissioner granted the licence and raised a demand of only the proportionate licence fee which was duly deposited; but the matter was brought before the Division Bench in the subject appeal. As already mentioned, it seems most likely that the attention of the Division Bench which passed the impugned judgment was not brought to bear on the already existing binding decisions in R. Vijayakumar [1994 Supp (2) SCC 47] as well as Jayadevan v. Board of Revenue [1998 SCC OnLine Ker 209] wherein the Division Bench of the High Court of Kerala has held that the licensee is required to pay only the proportionate licence fee if the delay in granting the licence, or utilising it, as the case may be, are for reasons not attributable to the said licensee.

6. *We are in agreement with the learned Senior Counsel for the appellant that the legal principle to the effect that no person can be prejudiced because of an act of a court is apposite and relevant in the present case. We say this keeping in perspective the position that although the appellant had applied for the FL 3 licence which would ordinarily run the course of one financial year, due to interim orders*

passed by the courts, the appellant could only utilise it for a fraction of that period. We hasten to clarify that the appellant's application was not made in the duration of that year and was thus initially not for a fraction of the financial year. This Court has already held in R. Vijayakumar [1994 Supp (2) SCC 47], in the circumstances prevailing in that case, that the Department could not interfere with the utilisation of the FL 3 licence, provided that the licensee complied with all other conditions as well as "payment of annual rental proportionately". It is, therefore, clear that Rule 14 would not impede or inhibit the charging of annual proportionate fee so long as no failure is placed on the licensee or it is blameworthy itself. We must be quick to clarify that in the event that a party applies for a period which is obviously not effective for the entire financial year, such as applying for a licence midway that financial year, the full fee for that year may be claimable or chargeable and, therefore, would have to be paid. In other words, had the appellant applied for the licence even with the knowledge that because of external factors such as a pre-existing injunction order, etc., she would not have been able to exploit it for the entire year, she may not have been liable to pay the licence fee for *the entire year. This is not the factual matrix which obtains in the case at hand; the licence could only be granted for the period from 21-12-1999 to 31-3-2000 i.e. till the close of that financial year, owing to unforeseeable circumstances beyond the ken and control of the parties before us. We have already made a mention of the Division Bench judgment delivered in Jayadevan [1998 SCC OnLine Ker 209] which in turn was referred to in another Division Bench judgment in Rajagopalan Nair v. Commr. of Excise [1989 SCC OnLine Ker 387], wherein the Division Bench directed that the licensee was entitled to remission of payment of kisht because of being disabled to conduct its business on account of the interim orders passed by the Court. We affirm the conclusions arrived at in these decisions.* ***We hold that a party is entitled to seek a remission in the payment of licence fee if it is precluded from transacting business on the strength of that licence because of factors and reasons extraneous to it and/or if it is granted the licence on the direction of a court for only a portion of the financial year.***

7. *The appeal is accordingly allowed. The respondent State shall, within six weeks from today, refund to the appellant the balance amount of Rs.9,41,257 together*

with interest thereon @ 6% p.a. with effect from 11-8-2005. Failure to do so shall render the respondent State liable to refund the aforementioned sum of Rs 9,41,257/- together with interest @ 12% p.a. calculated from 11-8-2005 till the date of payment and also additionally liable for payment of costs quantified at R.s 15,000 (Rupees fifteen thousand only).

Civil Appeal No. 4900 of 2006

8. *The facts that arise in this appeal are somewhat complex in comparison to Chitra's foregoing appeal. The appellant had been granted an FL 3 licence for its Hotel Hackoba at Ernakulam for the period ending on 31-3-2001. Due to a dispute with its landlord it had to vacate its premises; and on locating to another, it applied for the renewal of the licence on 26-2-2002. This was obviously for the immediately succeeding year 1-4-2001 to 31-3-2002. The Excise Commissioner rejected the application for renewal on 4-9-2002 on the ground that the licence had become defunct; a decision which was upheld by the State Government. In these circumstances, the appellant successfully approached the High Court of Kerala which issued a direction to the State Government to issue the licence within two weeks. The Single Judge simultaneously directed the appellant to pay the licence*

fee for the years 2001-2002 and 2002-2003 by his judgment dated 27-1-2003. The appellant preferred an appeal, and on the first day of its hearing, the Division Bench passed an ad interim order directing the appellant to pay Rs 15 lakhs. Shortly after making this payment, on 25-3-2003, the licence was renewed. The Division Bench of the High Court of Kerala noted Rule 14 of the Foreign Liquor Rules as well as the fact that it had not been challenged. The Division Bench accepted the argument of the appellant that for the reason that it could not utilise the licence for the year 2001-2002 as its application had been disallowed it was not liable to pay any fee; viz. during this period it was prevented by extraneous elements and factors from utilising the licence. However, the Division Bench held that since the licence was renewed in March 2003, even though the appellant could conduct its business for less than a fortnight in that licence year, nevertheless the appellant was liable to pay the full fee for the year 2002-2003. It is these circumstances which have constrained the appellant to file the present appeal before us.

9. In order to eradicate any possibility of misunderstanding our present judgment, we hasten to clarify that had the *appellant's application for renewal of the FL 3 licence found approval instead of rejection on 4-9-2002, the appellant would have been liable to pay the entire fee for the year 2001-2002. This is so for the simple reason that there was no third-party interference or intervention which led to the non-utilisation of that licence for the previous portion of that year; it may be reiterated that the appellant had to locate fresh premises. However, after 4-9-2002, the appellant cannot be held responsible in any way for the non-utilisation of the licence up to the date it was eventually renewed i.e. 25-3-2003.*

10. On the predication of the legal analysis and discussion in Civil Appeal No.2246 of 2006 (supra), we are of the opinion that the appellant is only liable to pay the proportionate licence fee for the period in which it could avail of the licence, that is, 25-3-2003 to 31-3-2003. It would be fair to cogitate upon whether the appellant should have declined the licence for virtually a week in that year, and since it failed to exercise that option, whether it should be burdened with the fee for the full year. It seems to us that any person placed in the position of the appellant would not be in a position to decline to accept the renewal of the licence even though it was for less than a fortnight, since that would *have led to the licence being rendered defunct; which may have then led to consequence of disentitlement for grant or renewal of the FL 3 licence in the future."*

26. At this juncture, this Court has noted that in ***C.W.J.C No.6991 of 2025***, titled as **'*M/s Awanish Construction vs State of Bihar & Ors'*** which was decided together with the analogous cases, this Court had directed the respondent authorities to consider the representation of the petitioners therein and thereafter pass a reasoned and speaking order in light of the decision of the Hon'ble Supreme Court in the case of ***Jai Durga Finvest (P) Ltd. (supra)*** and the observations of the Hon'ble Supreme Court in the case of ***Chitra (supra).***

27. It is settled position of law that the petitioner can not be subjected to adverse civil consequence where the inability to exercise a statutory or contractual right is occasioned by the action or omission of the respondent authorities themselves. Consequently, where the non-utilisation of a licence is not attributable to the petitioner, the imposition of the full financial burden would be arbitrary and inequitable, and the petitioner should be entitled to proportionate remission.

28. In these circumstances, the petitioner is directed to approach the respondent authorities for appropriate calculation of the refund of the proportional royalty amount for the period during which he was precluded from the mining in the sand ghat settled in his favour, for reasons not attributable to him.

29. If such a representation is filed, the same shall be considered and decided by the respondent authorities within a period of eight weeks from the date of filing of such a representation by the petitioner and thereafter the respondent authority shall pass a reasoned and speaking order in accordance with law after affording an opportunity of hearing to the petitioner. While deciding the aforesaid representation of the petitioner, the respondent authority shall also consider the law laid down by the Hon'ble Supreme Court in the case of ***Jai Durga Finvest (P)Ltd. (supra)***.

30. This Writ petition is allowed in the aforesaid terms.

31. Pending interlocutory applications, if any, also stands disposed of.

(Sandeep Kumar, J)

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AFR/NAFR	N.A.F.R.
CAV DATE	18.03.2026
Uploading Date	20.07.2026
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