CGHC010208992017 2026:CGHC:43815

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 169 of 2017

Nmdc Limited Aged About 18 Years Khanij Bhawan, Castle Hills, Masab Tank, Hyderabad, Telangana, Through Its Chairman-Cum- Managing Director., Telangana

... Petitioner(s)

KUNAL DEWANGAN

Digitally signed by KUNAL DEWANGAN

versus

1 - State Of Chhattisgarh Through Its Secretary, Department Of Medical Education, Mahanadi Bhawan, New Raipur Chhattisgarh., Chhattisgarh

2 - Union Of India, Through Its Secretary, Ministry Of Health And Family Welfare, New Delhi., District : New Delhi, Delhi

3 - Director, Medical Education, Directorate, Old Nurses Hostel, D K S Bhawan, Raipur Chhattisgarh, District : Raipur, Chhattisgarh

4 - Medical Council Of India, Pocket- 14, Sector- 8, Dwarka Phase- 1, New Delhi- 110077, India., District : New Delhi, Delhi

... Non-applicant(s)

For Petitioner	:	Ms. Navsinha Afreen Ali, Senior Advocate through V.C. along with Mr. Topilal Bareth, Advocate.
For State	:	Mr. Praveen Das, Additional Adv. Gen.

Hon'ble Shri Rakesh Mohan Pandey, Judge

Order on Board

09.10.2026

1. The petitioner, NMDC Limited, has filed the present writ petition under Article 226 of the Constitution of India, challenging the order dated 03.10.2016 (Annexure P/1), whereby the State Government has terminated the agreement dated 01.07.2006 entered into between the parties and discontinued the reservation of five MBBS seats for the wards of NMDC employees in the Medical College at Jagdalpur.

2. Learned Senior Counsel appearing for the petitioner submits that, in terms of Clause 3 of the agreement dated 01.07.2006, the petitioner agreed to contribute a sum of Rs. 50 crores to the State Government in five annual installments of Rs. 10 crores each towards the establishment of the Medical College at Jagdalpur. She further submits that, under Clause 13 of the said agreement, the State Government agreed to reserve five MBBS seats for the sons and daughters of NMDC employees, subject to fulfilment of the prescribed eligibility criteria and applicable rules and regulations. It is contended that the petitioner has duly contributed the agreed amount, but the State Government has unilaterally terminated the agreement and discontinued the reservation of seats. Learned Senior Counsel further submits that the agreement is binding upon the parties and prays that the impugned order be quashed and the writ petition be allowed.

3. On the other hand, Mr. Pravin Das, learned Additional Advocate General appearing for the State, opposes the submissions made on behalf of the petitioner and submits that, in terms of Clause 17 of the agreement, the petitioner has an efficacious alternative remedy

of approaching the Advisory Committee, which is under an obligation to decide the dispute within a period of 30 days. He further submits that, in the event the petitioner is aggrieved by the decision of the Committee, it may avail the further remedy of arbitration as contemplated under the said clause. Accordingly, he submits that the petitioner may be relegated to the remedy available under the agreement and the writ petition be disposed of accordingly.

4. I have heard learned counsel for the parties and perused the documents available on record.

5. Having considered the submissions advanced by learned counsel for the parties and the fact that Clause 17 of the agreement provides a mechanism for resolution of disputes arising between the parties, this Court is of the view that the dispute raised in the present writ petition may appropriately be considered by the authority concerned in accordance with the said clause. Accordingly, without entering into the merits of the controversy, the present writ petition is **disposed of**, reserving liberty in favour of the petitioner to approach the authority concerned by invoking the dispute resolution mechanism provided under Clause 17 of the agreement. In the event such an approach is made, the authority concerned shall consider and decide the dispute strictly in accordance with the terms and conditions of the agreement and applicable law. No opinion is expressed on the merits of the dispute.

Sd/-
(Rakesh Mohan Pandey)
Judge

Kunal