

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

CIVIL APPEAL NO(s). 6018 OF 2004

OIL & NATURAL GAS CORPORATION LTD. Appellant (s)

VERSUS

COMEX SERVICE SA Respondent(s)

(With appln(s) for permission to file additional documents)

Date: 21/04/2010 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE MARKANDEY KATJU
HON'BLE MR. JUSTICE A.K. PATNAIK

For Appellant(s) Ms. Indra Jaisingh, ASG
Mr. Ajay Kumar Bhatia, Adv.
Mr. Siddharth Jain, Adv.
Mr. Sunil Kumar Jain, Adv.

For Respondent(s) Mr. Hiroo Advani, Adv.
Mr. Ajay Sharma, Adv.

UPON hearing counsel the Court made the following
O R D E R

The appeal is allowed in terms of the signed order.

(Neetu Sachdeva)
Sr. P. A.

(Sneh Bala Mehra)
Court Master

(signed order is placed on the file)
IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(s). 6018 OF 2004

OIL & NATURAL GAS CORPORATION LTD. Appellant (s)

VERSUS

COMEX SERVICE SA Respondent(s)

O R D E R

Heard learned counsel for the parties at length.
This appeal has been preferred against the
impugned judgment and order dated 12.3.2003 of the
High Court of Bombay. The facts in detail has been
set out in the impugned judgment of the High Court
and hence we are not repeating the same here.
Without going very much in detail into the dispute
between the parties, we are of the opinion that a
proper decision should have been given whether there
was a concluded contract between the parties and
whether there was an arbitration agreement between
them. It has to be decided whether the Telex message

dated 6.6.1988 was only a letter of intent or a concluded contract between the parties. As held by Madras High Court in (2005) 2 M.L.J. 653, a letter of intent is only a document which shows that a party is likely to place a contract with another party, but a letter of intent itself is not a contract. The Special Leave Petition against the said judgment was dismissed.

We are not expressing any opinion as to whether the Telex Message dated 6.6.1988 is only a letter of

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intent or a concluded contract and we are also not expressing any opinion whether there was any arbitration agreement between the parties. We are also not going into the other questions decided by the High Court.

Hence, we set aside the impugned order of the High Court and remand the matter back to the Division Bench of the High Court for giving a fresh decision in accordance with law and in the light of the observations made above, expeditiously.

The appeal is accordingly allowed.

No cost.

.....J.
(MARKANDEY KATJU)

NEW DELHI
APRIL 21, 2010

.....J.
(A. K. PATNAIK)