

ITEM NO.1

COURT NO.6

SECTION IVA

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

Petition(s) for Special Leave to Appeal (Civil) No(s).10148-10149/2010

(From the judgement and order dated 01/02/2010 in AC No. 44/2009 & order dated 19.2.2010 in RP No. 102/2010 of The HIGH COURT OF M.P AT JABALPUR)

M.D.,M.P.STATE MINING CORP.

Petitioner(s)

VERSUS

ABHIJIT SINGH

Respondent(s)

(With appln(s) for exemption from filing O.T. and prayer for interim relief)

Date: 28/04/2010 These Petitions were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE MARKANDEY KATJU

HON'BLE MR. JUSTICE A.K. PATNAIK

For Petitioner(s) Mr. V. K. Tankha, ASG
Mr. M. L. Jaiswal, Sr. Adv.
Mr. Pratul Shandilya, Adv.
Mr. Kunal Verma, Adv.
Mr. Rishabh Sancheti, Adv.

For Respondent(s) Mr. Ravi Prakash Mehrotra, Adv.
Mr. Santosh Kr Tripathi, Adv.

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

Leave granted.

The Civil appeals are allowed in terms of
the signed order.

(Neetu Sachdeva)
Sr. P. A.

(Indu Satija)
Court Master

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

CIVIL APPEAL Nos.3945-3946 OF 2010
(arising out of SLP (C) No(s).10148-10149/2010)

M.D., M.P.STATE MINING CORP.

Appallant(s)

VERSUS

ABHIJIT SINGH

Respondent(s)

O R D E R

Heard learned counsel for the parties.

Since there is no factual dispute in these matters,

we are disposing of these matters finally.

Leave granted.

These appeals have been filed against the impugned orders of the Madhya Pradesh High Court dated 1.2.2010 and 19.2.2010. It appears that the respondent had been given a contract for mining sand in district Harda and that contract expired on 20.2.2010. In paragraph 18 of the agreement between the parties dated 29.3.2007, it has been stated as follows-

"After the completion of the contract in the special circumstances with the joint approval, the right to increase the duration of contract will be of managing director of corporation in which it is necessary to increase the contracted quantity and the amount of installment."

A perusal of paragraph 18 shows that it is only the managing director which can extend the duration of the contract. Hence, the contract cannot be extended by

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the Court or the Arbitrator. In this case, the contract had come to an end on 20.2.2010 by efflux of time. Admittedly, the Managing Director (the appellant herein) has not extended the duration of the contract. Hence, there could be no valid reference to the arbitrator for extending the duration of the contract.

For the reason given above, these appeals are allowed and the impugned orders are set aside.

No cost.

.....J.
(MARKANDEY KATJU)

NEW DELHI
APRIL 28, 2010

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