

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Civil) No(s).12527-12532/2008

(From the judgement and order dated 28/04/2008 in CWJC No.6516/ 2008, CWJC No.6517/2008,CWJC No.6518/2008,CWJC No.6519/2008,CWJC No.6718/2008, CWJC No.6719/2008,CWJC No.6720/2008 of The HIGH COURT OF PATNA)

COAL INDIA LTD. & ORS.

Petitioner(s)

VERSUS

M/S.BHAWANI COKE INDUSTRIES PVT LTD& ORS

Respondent(s)

(With appln(s) for exemption from filing c/c of the impugned Judgment and prayer for interim relief) (For final disposal)

SLP(C) NO. 15304-15306 of 2008

(With prayer for interim relief and office report)  
(For final disposal)

Date: 28/10/2013 These Petitions were called on for hearing today.

CORAM : HON'BLE MRS. JUSTICE GYAN SUDHA MISRA  
HON'BLE MR. JUSTICE PINAKI CHANDRA GHOSE

For Petitioner(s) Mr. Jagdeep Dhankhar, Sr.Adv.  
Mr. Mahavir Singh, Adv.  
Gp.Capt.Karan Singh Bhati, Adv.  
Dr. Prikshayat Singh, Adv.  
Mrs. Monica Sharma, Adv.

For Respondent(s) Mr. Navdeep Vora,Adv.  
  
Mr. A.K. Sinha, Sr.Adv.  
Mr. Devashish Bharuka, adv.  
Mr. S.D. Sanjay, Adv.  
Ms. Jaya Bharuka, Adv.

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

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Learned counsel for the petitioner submitted that as per the policy reflected in the proforma, the respondents were required to make security deposit towards the supply of the quantity of coal made by the petitioner to the allottees. This part of the proforma which directs the allottees to deposit the amount towards security has been ordered to remain inoperative and subject to the order passed by the High Court. The petitioner, in fact, is aggrieved to only this part of the impugned order where the security deposit has been ordered to be stayed.

Counsel for the respondents-allottees, however, submitted that these special leave petitions ought to be treated as infructuous since the deposit by way of security in the shape of bank guarantee has been furnished by them and petitioner, therefore is fully assured of full payment for the coal supplied to them. This position could not be disputed by the counsel for the petitioner. Counsel for the petitioner also could not dispute this part of the submission that the bank guarantee has been furnished

for the entire quantity of coal supplied by them.

In view of this, there is no reason to entertain these special leave petitions and it be treated as disposed of in view of the averments made hereinabove.

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We see no reason to entertain these special leave petitions as the High Court has merely observed that the termination clause shall not be implemented without the leave of the Court.

This order, in our view, is innocuous in nature and requires no interference. The special leave petitions, therefore, are dismissed.

(NAVEEN KUMAR)  
COURT MASTER

(S.S.R. KRISHNA)  
COURT MASTER