

**BEFORE THE HONOURABLE NATIONAL GREEN
TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
O.A. No. 132 of 2020**

IN THE MATTER OF:

Rakesh Dalal ...Applicant
Versus
State of Haryana ...Respondents

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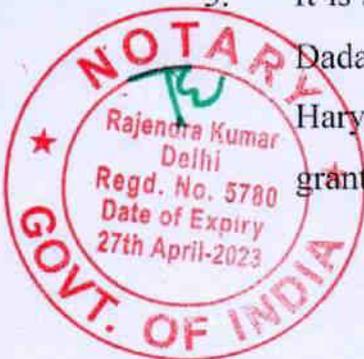
State of Haryana ...Respondents

COUNTER AFFIDAVIT ON BEHALF OF M/S

GOVERDHAN MINES & MINERALS

I, Wazir Singh Kuhar, aged 62 years, S/o Sh. Lachman Singh, residing at R/o House No.54, Urban Estate-II, Hisar, Haryana, presently at New Delhi, do hereby solemnly affirm and state as under:-

1. That I am one of the partners in Goverdhan Mines & Minerals as such I am conversant with the facts and circumstances of the case as such I am competent to swear this affidavit.
2. At the outset I deny each and every contentions raised by applicant unless specifically admitted herein under by me.
3. It is stated that the dispute in the present case is regarding Dadam Mines situated in Tehsil Tosham, Distt. Bhiwani, Haryana and answering respondent herein has been granted Mining lease for Minor Minerals on 11.10.2018.



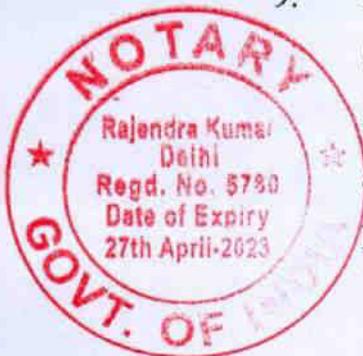
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4. It is stated that present OA arises out of a letter petition. In the said letter petition answering respondent company has not been arrayed as a formal party however relief has been claimed against answering respondent. The order passed by this Hon'ble Tribunal came to knowledge of respondent. when the officials of Pollution Control Board State of Haryana and Distt. Magistrate Bhiwani visited Mines at Dadam.
5. This Ld. Tribunal vide order dated 21.07.2020 was pleased to observe that the application has been filed against illegal Mining by M/s Goverdhan Mines at Tosham, Distt. Bhiwani Haryana. It was further observed that the applicant has annexed a letter addressed to the Additional Chief Secretary Mines and Geology Deptt. pointing out irregularities in the process of Mining. A copy of order of Punjab and Haryana High Court dated 20.09.2018 in CWP No.9002/2018 (O&M) Rakesh Dalal Vs. State of Haryana has also been filed whereby the WP was allowed to be withdrawn to move the concerned authorities.
6. It is stated that answering respondent was the highest bidder in the E-auction held on 04/05.01.2018 and letter of intent was issued in favour of respondent on 11.10.2018 and company started Mining w.e.f. 25.02.2019.
7. It is stated that respondent has not carried out any illegal mining. Moreover the representation which applicant is referring to has been made against M/S Sunder Marketing Associates Respondent company was not even in the picture when CWP 9002/2018 was filed by applicant and even till the date of making representation by applicant



LOI was not issued in favour of respondent. Respondent is carrying out mining activities as per the terms and conditions laid down in LOI and in accordance with all the provisions of applicable laws. Applicant in his Writ Petition No.9002 of 2018 filed before Hon'ble High Court of Punjab and Haryana had leveled allegations against M/S Sunder Marketing Associates and the said Writ Petition was dismissed as withdrawn and thereafter applicant made representation before Additional Chief Secretary, Haryana and in the said representation also applicant had leveled allegations against M/S Sunder Marketing Associates. However in the present letter petition applicant has not mentioned that he had filed Writ Petition as well as representation against M/S Sunder Marketing Associates.

8. It is stated that the allegations mentioned in CWP No.9002 of 2018 as well as the representation dated 03.10.2018 are identical and are made against M/S Sunder Marketing Associates. It is stated that in para 29, 31 and 33 of the representation, applicant has mentioned that M/S Sunder Marketing Associates has reached a level of 129 MRL which is more than 106 mtrs below the ground level which is 238mtr MRL. Thus, the allegations against answering respondent does not survive as the mining was carried out by M/S Sunder Marketing Associates.
9. It is stated that the complaint before Additional Chief Secretary was filed by applicant on 03.10.2018 and now after about 2 years applicant has filed present OA whereas, at the time of making representation it was M/S Sunder Marketing Associates who was carrying out the mining.



10. It is submitted that applicant herein had grievances against KJSL Sunder (JV) and M/S Sunder Marketing Associates and he had filed CWP No. 26694 of 2017 before Hon'ble High Court of Punjab and Haryana and as per his averments in Writ Petition applicant owns two trucks and one JCB which he uses for supply of gravels and other raw materials and he is also a partner/member in a stone crusher being run in the name and style of Lord Shiva Stone Crusher Gram Udyog Mandal at village Khanak, Tehsil – Tosham, Distt. Bhiwani. He submitted that in 2018 his crusher unit was not functional and he was not earning anything from the stone crusher unit.

11. It is submitted that the Hon'ble High Court of Punjab and Haryana vide order dated 21.03.2018 in CWP No.26694 of 2017 filed by applicant herein was pleased to observe that the entire grievance of petitioner therein (applicant herein) is unfounded and imaginary and observed that applicant herein is obstructionist and had imposed a cost of Rs.50,000/- on him. Thus, the conduct of applicant has been rightly taken note of by the Hon'ble High Court of Punjab and Haryana. A copy of order dated 21.03.2018 passed by Hon'ble High Court of Punjab and Haryana in CWP No.26694 of 2017 is annexed as **ANNEXURE R1**.

12. That applicant herein had filed CWP No.9002/2018 titled Rakesh Dalal Vs. UOI & Ors. before Hon'ble High Court of Punjab and Haryana at Chandigarh on 04.04.2018 and had prayed for following reliefs:



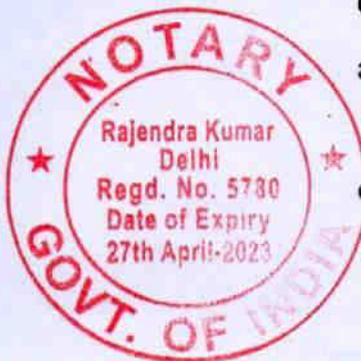
i) issue an appropriate writ, order or direction especially in the nature of Mandamus thereby

commanding the Central Bureau of Investigation, Sector 30, Chandigarh for registration of a case against M/S Sunder Marketing Associates and its Directors and Partners and the Government Officers for causing environmental pollution and disturbance of ecological balance as well as causing loss of more than Rs.3000/- Crores to the State Exchequer by indulging in illegal activities with further directions to conduct fair and impartial investigation so as to elicit the truth, in the interest of justice and equity;

- ii) issue an appropriate writ, order or direction especially in the nature of Mandamus thereby directing the official-respondents to stop lifting of the material, as shown in the photographs, by the respondent No.8 insomuch as the minor minerals are National Resources and the respondents cannot be allowed to usurp the same in an absolutely illegal and arbitrary manner.

A copy of CWP No.9002 of 2018 dated 04.04.2018 (without annexures) is annexed as **ANNEXURE R-2**.

13. That the Writ Petition was listed on 16.04.2018 and the Hon'ble High Court directed to tag records of CWP No.2599 of 2014 and CWP No.16735 and 9914 of 2016 and Writ Petition was adjourned to 30.04.2018. Thereafter CWP No.9002/2018 was listed on 30.04.2018 and was adjourned to 17.05.2018 thereafter it was adjourned to 13.07.2018 and then to 20.09.2018 at the request of counsel for respondent No.2 herein. A copy of order dated 16.04.2018, 30.04.2018, 17.05.2018 and 13.07.2018



passed by Hon'ble High Court in CWP No.9002/2018 titled Rakesh Dalal vs. State of Haryana & Ors. is annexed as ANNEXURE R-3, ANNEXURE R-4, ANNEXURE R-5 ANNEXURE R-6 respectively.

14. It is stated that CWP No.9002 of 2018 was again listed on 20.09.2018 when Counsel for petitioner (applicant herein) before Hon'ble High Court sought permission to withdraw the petition so as to enable him to move the respondent authorities (State of Haryana) in CWP 9002/2018. Therefore, the petition was dismissed as withdrawn. A copy of order dated 20.09.2018 passed by Hon'ble High Court of Punjab and Haryana is annexed as ANNEXURE R-7.

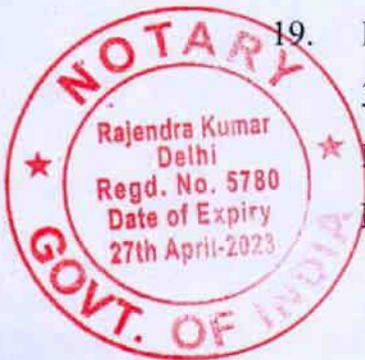
15. Pursuant to the order dated 20.09.2018 passed by Hon'ble High Court of Punjab and Haryana in CWP No.9002 of 2018 applicant herein made a representation to Additional Chief Secretary, Government of Haryana, Home Department, as well as Mines and Geology Department on 03.10.2018. In the said representation applicant prayed that investigation regarding Dadam Mines may be referred to CBI Chandigarh and a case against Ms. M/S Sunder Marketing Associates and its directors and partners and the Government officers for causing environmental pollution and disturbance of ecological balance as well as causing loss of more than Rs.Three Thousand Crores to the State exchequer by indulging in illegal activities and with further directions to conduct fair and impartial investigation so as to elicit the truth. However in the said representation he has not mentioned anything about e-auction notices dated 29.08.2017, 10.11.2017 and



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08.12.2017 issued by State of Haryana for grant of Mining lease for extraction of Minor Minerals, Stone alongwith associated Minor Minerals from Mines of the district of Mahendragarh, Bhiwani and Dadri. Thus if applicant had any objection he could have challenged the issuance of e-auction notice. A copy of representation dated 03.10.2018 is annexed alongwith OA No.132 of 2020.

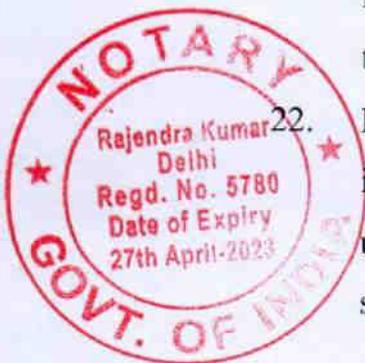
16. It is submitted that applicant herein has been filing petition and making representations. However, the answering respondent i.e. Goverdhan Mines has not flouted any norms and was allotted Dadam Mines after following due procedures and after interventions of the Hon'ble High Court. In fact the letter of intent issued in favour of respondent also record that the letter is being issued in compliance with order dated 14.08.2018 passed by Hon'ble High Court in CWP No.18712/2018.
17. It is pertinent to point out here that initially on 03.01.2014 letter of intent was issued in favour of KJSL Sunder (JV) pursuant to Auction Notice dated 30.11.2013.
18. It is submitted that for full appreciation of facts respondent is giving history regarding auction/allotment of Dadam Mines, Tosham, Distt. Bhiwani Haryana and the petitions filed from time to time by the applicant herein and other stakeholder is given herein below.
19. It is stated that State of Haryana issued Auction Notice on 30.11.2013 notifying the General Public that certain Minor Mineral mines of stone alongwith associated Minor Minerals of Distt. Bhiwani alongwith certain other Minor



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Minerals Mines situated in Haryana shall be put to auction on 30.12.2013 for grant of Mining Lease.

20. It is stated that pursuant to Auction Notice KJSL- Sunder (JV) offered highest bid of Rs.11500,00,000 (One hundred and 15 Crores only) per annum against the reserved price of Rs.6,25,00,000 (Six crores twenty five lakhs only) in the auction. The State Government accepted the bid in respect of Minor Mineral Mines, quarries of village Dadam as per provisions of Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules 2012 and issued letter of intent for grant of mines lease in favour of Ms. KJSL- Sunder (JV) for a period of 10 years. It is stated that in the said Mines M/S Sunder Marketing Associates was 49% stakeholder and Karamjeet Singh & Co. Ltd. was 51% stakeholder. The total area was 55.50 hectares.
- 21: KJSL- Sunder (JV) filed CWP No.2599 of 2014 before Hon'ble High Court of Punjab and Haryana seeking quashing of grant of mining lease in favour of HSIIDC a public sector undertaking under the control and management of State of Haryana. They also prayed for rescinding the auction of twelve stone mines held on 31.12.2013 and to re-conduct the auction alongwith an auction of the mine at Khanak (which is at a distance of 4 kms) the mining rights whereof were granted in favour of the HSIIDC.
22. Ministry of Environment and Forest and Climate Change issued letter dated 11.05.2014 to highest bidder to undertake detailed EIA study and to prepare draft EIA. It is stated that highest bidder submitted mining plan including



progressive mine closure plan of Dadam Stone Mines in the Department of Mines and Geology.

- 23. The Central Ground Water Authority, Ministry of Water Resources GOI issued NOC dated 03.11.2014 for ground water level withdrawal in favour of KJSL Sunder (JV).
- 24. That the Hon'ble High Court of Punjab and Haryana vide order dated 04.03.2015 in CWP No.2599 of 2014 filed by KJSL Sunder (JV) was pleased pass following order"

"The petitioners shall exercise the option to either continue with the contracts or to rescind the same by 30.04.2015. If they choose to rescind the contracts, respondent No.1 shall repay all the amounts paid by the petitioners within eight weeks of the demand. The petitioners are at liberty to adopt appropriate proceedings for recovery of the compensation or damages which would be decided on their own-merits."

A copy of judgment and order dated 04.03.2015 passed by Hon'ble High Court in CWP No.2599 of 2014 titled M/s KJSL – Sunder (JV) and others versus State of Haryana and others is annexed as **ANNEXURE-8.**

- 25. That Ms. KJSL- Sunder (JV) filed SLP (C) No.12623-24/2015 before Hon'ble Supreme Court against judgment and order dated 04.03.2015 passed by High Court of Punjab and Haryana in CWP No.2599/2014 and the Hon'ble Supreme Court vide order dated 01.05.2015 was pleased to pass following order:

"The Division Bench of the High Court of Punjab and Haryana while dismissing the writ petition filed



by the petitioners had granted time to the petitioners till 30.04.2015 to exercise their option either to continue with the contract or to rescind the same.

The time has expired and therefore, the learned senior counsel requests us to grant ten days more to exercise the aforesaid option.

In our opinion, if such permission is granted, it may not cause any prejudice to either of the parties. Therefore, we extend the time that was granted to the petitioners for exercising its option till 10.05.2015."

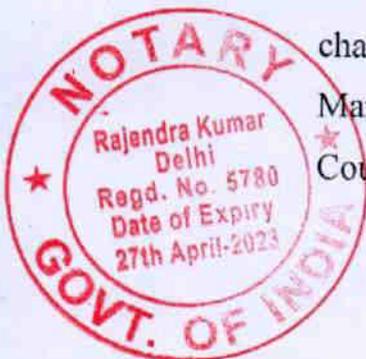
A copy of order dated 01.05.2015 passed by Hon'ble Supreme Court in SLP (C) No.12623-24/2015 is annexed as ANNEXURE 9.

26. Thereafter on 07.05.2015 Ms. KJSL- Sunder (JV) exercised option as per order dated 01.05.2015 passed by Hon'ble Supreme Court and informed the Director Mines and Geology Haryana as under:

"All the authorization done in our previous correspondence in respect of 'Acceptance of the highest bid in respect of minor mineral mines of 'Stone along with Associated minor minerals' of 'Dadam' over an area of 55.50 hectares in Tehsil Tosham District Bhiwani offered in the auction held on 30.12.2013" stands cancelled. In furtherance of the above letter, M/s KJSL-Sunder (JV) also addressed another letter on 07.05.2015 itself to Director Mines and Geology claiming 18% interest on the amount deposited by the Joint Venture at the time of auction and thereafter.



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27. That on 17.06.2015 Director Mines and Geology Haryana was pleased to allow transfer of the entire share in favour of Sunder Marketing Associates, one of the partners of Ms. KJSL-Sunder (JV) as he was intending to continue with the lease/contract and informed M/s. KJSL Sunder (JV), (Karamjeet Singh & Co. Ltd.) and M/S Sunder Marketing Associates regarding permission to allow transfer of mining lease. A copy of letter dated 17.06.2015 is annexed as **ANNEXURE R-10**.
 28. That on 03.07.2015 MOE&F and Climate Change issued environment clearance in favour of Ms. KJSL-Sunder (JV) subject to certain terms and conditions and the said clearance was transferred in favour of M/S Sunder Marketing Associates on 28.10.2015 on an application made by M/S Sunder Marketing Associates on 20.08.2015 and 21.09.2015.
 29. It is stated that in the meanwhile KJSL Sunder JV (Karamjeet Singh and Co. Ltd.) addressed a letter to Additional Chief Secretary, Mines and Geology Haryana raising objection regarding grant of lease rise in favour of Sunder Marketing Associates.
 30. It is stated that State Government executed lease deed in favour of Ms. M/S Sunder Marketing Associates on 05.08.2015.
 31. In the meanwhile CWP No. 9419 of 2016 titled Ved Pal Tanwar and Anr. Vs. State of Haryana and Ors. challenging the Transfer of lease in favour of M/S Sunder Marketing Associates was filed before Hon'ble High Court.



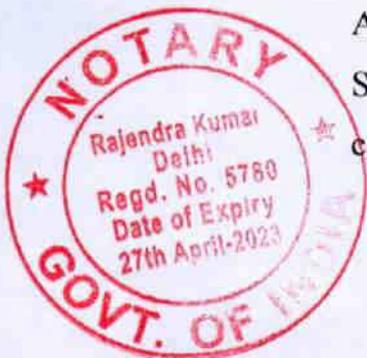
32. That on 09.08.2016 Director Mines and Geology Haryana issued notice for withdrawal of letter dated 17.06.2015 vide which the lease rights were transferred in favour of Sunder Marketing Associates. A copy of notice dated 09.08.2016 is annexed as **ANNEXURE R-11**.
33. Pursuant to issuance of Notice dated 09.08.2016 issued by Director Mines and Geology Haryana M/S Sunder Marketing Associates filed CWP No.16735/2016 before Hon'ble High Court and Hon'ble High Court vide order dated 27.08.2016 was pleased to observe that M/S Sunder Marketing Associates in the first instance may file the response to notice dated 09.08.2016 latest by 02.09.2016 and the final order if adverse M/S Sunder Marketing Associates shall not be implemented for a period of 2 weeks after the service thereof upon Sunder Marketing Associates. A copy of order dated 27.08.2016 in CWP No.16735/2016 is annexed as **ANNEXURE R-12**.
34. That on 29.09.2016 Director Mines and Geology Haryana ordered withdrawal of the permission granted to transfer mining lease/share of 51% of Karamjeet Singh and Co. Ltd. (KJSL Sunder JV) in favour of 49% partner i.e. M/S Sunder Marketing Associates with immediate effect and lease deed dated 05.08.2015 was declared void. It was further observed that any action taken by M/S Sunder Marketing Associates and the State Government in pursuance to letter dated 17.06.2015 and lease deed dated 05.08.2015 shall remain valid and not have any adverse implication for any of the parties. A copy of office order dated 29.09.2016 is annexed as **ANNEXURE R-13**.



35. That M/S Sunder Marketing Associates filed CWP No.20986/2016 before Hon'ble High Court challenging notice dated 09.08.2016 and order dated 29.09.2016 vide which permission granted to them was withdrawn and Hon'ble High Court vide order dated 06.10.2016 while issuing notice was pleased to direct that the order dated 29.09.2016 passed by Director Mines and Geology shall not be implemented till 13.10.2016 in view of order dated 27.08.2016 (passed in CWP No.16735/2016). A copy of order dated 06.10.2016 in CWP No.20986/2016 titled M/S Sunder Marketing Associates is annexed as **ANNEXURE R-14.**

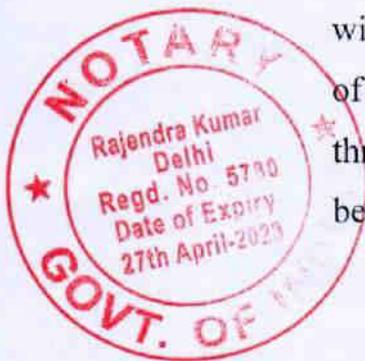
36. That Hon'ble High Court was pleased to dismiss CWP No.20986 of 2016 vide order dated 01.06.2017. However was pleased to continue Interim Order till 31.07.2017. A copy of order dated 01.06.2017 passed by Hon'ble High Court in CWP No.20986 of 2016 is annexed as **ANNEXURE R-15.**

37. That M/S Sunder Marketing Associates filed SLP (C) No.19166/2017 before Hon'ble Supreme Court against judgment and order dated 01.06.2016 and this Hon'ble Court vide order dated 31.07.2017 was pleased to observe that Ld. Senior Counsel for the petitioner says that the petitioner is no longer interested in continuing with the contract and will walk out at the earliest and in any case on or before 30.11.2017 it was further observed that the auction for the quarry in question is scheduled for 22 August 2017. The auction may go on and Hon'ble Supreme Court was pleased to reserve the judgment in the case. A copy of order dated 31.07.2017 passed by Hon'ble



Supreme Court in SLP (C) No.19166 of 2017 is annexed as ANNEXURE R-16.

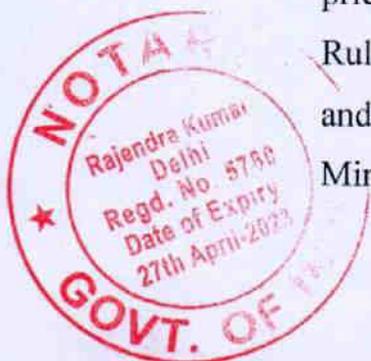
38. That on 03.08.2017 Hon'ble Supreme Court was pleased to restrain State of Haryana from interfering in the mining operation being conducted by M/S Sunder Marketing Associates until judgment is delivered and it was further observed that M/S Sunder Marketing Associates will carry on mining strictly in accordance with mining lease and mining plans. A copy of order dated 03.08.2017 in SLP (C) No.19166/2017 passed by Hon'ble Supreme Court is annexed as ANNEXURE R-17.
39. That the SLP (Civil) No.19166/2017 was disposed off by order dated 11.08.2017 and Ms. M/S Sunder Marketing Associates was permitted to continue its mining operations till 30th November 2017 in accordance with the mining plan and it was directed that on or before that date Ms. M/S Sunder Marketing Associates shall ensure implementation of Mine Closure plan to the satisfaction of the concerned authorities in the State of Haryana. A copy of judgment and order dated 11.08.2017 passed by this Hon'ble Court in SLP (C) No.19166 of 2017 is annexed as ANNEXURE R-18.
40. It is stated that the State of Haryana vide E-Auction Notice dated 24.7.2017, bearing No. DMG/HY/e-Auction/M.Garh/Bhi/Ddr/2017/4157, notified that the mining lease for extraction of minor minerals "Stone along with associated minor minerals" from mines of the districts of Mahendergarh, Bhiwani and Dadri will be granted through the process of E-auction which was scheduled to be conducted on the 21.08.2017-22.08.2017. It is pertinent



to note that the mining lease for the Dadam mine in District Bhiwani reserved price was fixed at Rs.115.00 Crores. The lease period was for 10 years. However, the same could not be auctioned under the abovementioned E-Auction Notice dated 24.07.2017. A copy of the E Auction notice dated 24.07.2017 is annexed as **ANNEXURE R-19.**

41. That State of Haryana vide E-Auction Notice dated 29.08.2017, bearing No. DMG/HY/e-Auction/Stone/2017/4802, again notified that the mining lease for extraction of minor minerals "Stone along with associated minor minerals" from Dadam mine of district Bhiwani will be granted through the process of E-auction which was scheduled to be conducted on the 20.09.2017-22.09.2017. Reserved price of 115.00 Crore was fixed. It is pertinent to note that the mining lease for the Dadam mine in District Bhiwani was not auctioned under the abovementioned E-Auction Notice dated 29.08.2017. The copy of the E-Auction Notice dated 29.08.2017 was issued vide **ANNEXURE R-20.**

42. That third time again on 10.11.2017 e-auction notice No.DMG/HY /e-auction/stone/2017/Dadam/6902 was issued for the mining lease for exploration of minor minerals stone along with associated Minor Minerals from Dadam mine, District Bhiwani the process of e-auction was scheduled to be conducted on 06.12.2017 to 07.12.2017. In this third e-auction notice, the reserved price was fixed at 92.00 Crores in view of Rule 51 Sub-Rule 4 of Haryana Minor Mineral Concession, Stocking and Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 because of two consecutive auctions,



no bidder participated in this auction. In the third auction notice the area was also reduced to 48.87 hectare. Third time also no bidder participated in the auction. The copy of the E-Auction notice dated 10.11.2017 is annexed as ANNEXURE R-21.

- 43. That 4th time department vide E-Auction Notice dated 08.12.2017, bearing No.DMG/HY/e-Auction/ Stone/ 2017/ Dadam/7362, notified that the mining lease for extraction of minor minerals "Stone along with associated minor minerals" from Dadam mine of district Bhiwani will be granted through the process of E-auction which was scheduled to be conducted on the 04.01.2018-05.01.2018. The reserve price was fixed Rs.92,00,00,000/- per annum for tentative area of 48.87 hectare and the period of lease was for 10 years. Whereas the tentative lease area as per auction notice dated 30.11.2013 was 55.50 hectares. The copy of the E-Auction notice dated 08.12.2017 is annexed as ANNEXURE R-22.
- 44. That Goverdhan Mines (respondent herein) in the said auction was highest bidder in the E-auction held on 4 - 5.01.2018 and had deposited 10% of the bid amount i.e. Rs.9,20,00,000/0 on 02.01.2018 as per the tender condition.
- 45. That on 05.01.2018 email was received by answering respondent that he had quoted highest bid of Rs.92,12,00,000/- (Ninety Two Crores Twelve lakhs only) against the reserved price of 92 crores. Vide the said email respondents was directed to deposit balance amount of Rs.1,20,000/- and respondent had deposited the said amount on the same day.



46. It is submitted that despite completing all the formalities stipulated in auction notice dated 08.12.2017 letter of intent was not issued by State of Haryana and respondent was constrained to issue legal notices on 04.03.2018 and 10.06.2018. However, Respondent had not received any reply to the legal notices. A copy of legal notice dated 04.03.2018 and 10.06.2018 is annexed **ANNEXURE R-23** and **ANNEXURE R-24** respectively.
47. It is stated when no decision was taken by State of Haryana respondent filed CWP No.17829 /2018 before Hon'ble High Court praying for a direction to respondents to issue letter of intent in favour of respondent for Dadam Mines in Distt. Bhiwani as respondent was the highest bidder.
48. The Hon'ble High Court vide order dated 25.07.2018 was pleased to issue notice and passed following order:

“The petitioner states that he was a highest bidder in an open auction held on 04/05.01.2018 having bid an amount of Rs.92,12,00,000/-, out of which as per requirement he deposited Rs.9,21,20,000/- on the same day. Despite this the letter of intent has not been issued to the petitioner and as a consequence he has been deprived of his right to mine the area for which he had offered the highest bid and was accepted by the respondents. Learned counsel also contends that similarly situated person who had bid for other mines were granted the Letters of Intent within two weeks but the petitioner has been made to suffer for no ostensible reason even though he had deposited the requisite amount on the very same



day. It is further contended that he is not being permitted to operate the mines and the amount of Rs.9,21,20,000/- has also been retained by the respondents.

Notice of motion for 26.07.2018.

At this stage, Ms. Kirti Singh, Deputy Advocate General, Haryana, who is present in Court, accepts notice on behalf of the respondents."

A copy of order dated 25.07.2018 passed by the Hon'ble High Court is annexed as ANNEXURE R 25.

49. It is stated that on 26.07.2018 respondent received an email dated 25.07.2018 from the office of Director Mines and Geology Haryana stating therein that bid of respondent has been refused and it is decided that the stone mine of village Dadam , Tehsil Tosham, Distt. Bhiwani shall be granted on mining lease to HSIIDC in relaxation of Rule 118 of Haryana Minor Mineral Concession, Stocking, Transportation of Mineral and Prevention of Illegal Mining Rules 2012. A copy of office order dated 25.07.2018 is annexed as ANNEXURE R-26.

50. Respondent herein filed CWP No.18712/2018 before Hon'ble High Court challenging order dated 25.07.2018 and email dated 26.07.2018.

51. Hon'ble High Court vide Judgment and order dated 14.08.2018 in CWP No.18712/2018 was pleased to set aside the impugned order and State of Haryana was directed to award mining lease to respondent as soon as

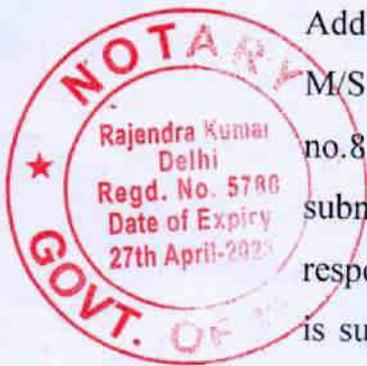


possible. A copy of order dated 14.08.2018 passed by Hon'ble High Court in CWP No.18712/2018 is annexed as ANNEXURE R-27.

52. It is stated that in compliance with order of Hon'ble High Court dated 14.08.2018 in CWP No.18712/2018 State of Haryana issued letter of Intent in favour of respondent. A copy of letter of intent dated 11.10.2018 is annexed as ANNEXURE R-28.

53. It is stated that lease deed was executed in favour of respondent on 18.02.2019 and respondent has started Mining operations w.e.f. 25.02.2019 and is carrying out mining activities in accordance with the provisions of applicable laws viz. Mines Act, 1952, Mines and Mineral Act (Development and Regulation) Act, 1957, Indian Explosive Act, 1884, Forest (Conservation) Act, 1989 and Environment (Protection) Act, 1986 and the Rules frames thereunder and Wild Life Protection Act, 1972, Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981. A copy of lease deed dated 18.02.2019 is annexed as ANNEXURE R-29.

54. It is submitted that the representation dated 03.10.2018 made by applicant pursuant to order dated 20.09.2018 passed by Hon'ble High Court in CWP No.9002 of 2018 to Additional Chief Secretary, Govt. of Haryana was against M/S Sunder Marketing Associates who were respondent no.8 to 10 in the Writ Petition filed by applicant. It is submitted that letter of intent was issued in favour of respondent only on 11.10.2018 at the cost of repetition it is submitted that when petitioner made representation the



auction notices dated 29.08.2017, 10.11.2017 and 08.12.2017 were already issued and applicant did not challenge the same or mentioned about the said Auction Notice that in his representation.

On the facts and circumstances stated above it is therefore most respectfully prayed that applicants' remedy lies against M/S Sunder Marketing Associates and not against answering respondent.

[Signature]
DEPONENT

VERIFICATION:

Verified at **DELHI** on this 19 day of November, 2020 that the contents of this short-affidavit are true and correct to the best of my knowledge based on the records kept and maintained in the usual course and legal pleas contained therein are based upon information received and believed to be correct.

[Signature]
DEPONENT



IDENTIFIED
RAJENDRA KUMAR
NOTARY, DELHI-R-5780
GOVERNMENT OF INDIA
SUPREME COURT OF INDIA
COMPOUND, NEW DELHI
Register Pg./Sl. No. 19 NOV 2020
9899446209

✓ RAJENDRA KUMAR, NOTARY, Reg. No. 5780
F No.-5(466)
EMPOWERED TO ADMINISTER THE OATH
SECTION 139 OF CPC 1908
SECTION 297 OF CRPC 1973
DELHI HIGH COURT RULES 1967
PART-6, CHAPTER XVIII-227
EVIDENCE BY AFFIDAVIT BEFORE NOTARY
SUPREME COURT RULES, 2013
ORDER IX-7

1911
637

CERTIFIED THAT THE CONTENTS EXPLAINED TO THE DEPONENT EXECUTIVE WHO IS SEEMED PERFECT TO UNDERSTAND & AFFIRMED DEPOSED BEFORE ME AT DELHI ON..... IDENTIFIED BY
19 NOV 2020
[Signature]
Sunder Marketing Associates

IDENTIFIED

Sr. No.217

CWP No. 26694 of 2017

M/s Lord Shiva Stone Crusher Gram Udyog Mandal

versus

State of Haryana and others

Present: Mr. Shekhar Verma, Advocate
for the petitioner.

Mr. Lokesh Sinhal, Addl.A.G.,Haryana.

Mr. Puneet Bali, Sr. Advocate with
Mr. Vibhav Jain, Advocate.

This is a petition filed under Article 226/227 of the Constitution of India praying for issuance of a Writ, Order or direction to respondent No. 2 to decide the matter pertaining to renewal of licence No. L-229 of the petitioner made vide application dated 24.12.2014. Further prayer has been made that this renewal and permission for running the stone crusher is being denied on account of mala fide intentions and on account of collusion with the official respondents and respondent No. 5. Apart from this, prayer has been made to direct the official respondents to stop the extensive mining being indulged into by respondent No. 5.

Before us, during the course of arguments learned counsel for the petitioner asserted that he was running a stone crusher unit. On account of the extensive mining carried out by respondent No. 5, his stone crusher has been rendered defunct. He categorically asserted in the writ petition that his licence was not being renewed. The official respondents have filed their reply with accompanying documents pointing out that the petitioner's license was duly renewed and the terms of the license prescribed. Besides the Haryana State Pollution Control Board vide its order dated 07.07.2016 also granted the necessary clearance. But all these facts were concealed

from the Court as was also the fact that on 01.08.2017, the petitioner himself wrote to the Regional Officer, Haryana State Pollution Control Board, requesting that he was desirous of closing the unit in future as it is already lying closed since February, 2017 and in case, he intend to start the unit, he will inform the Board and complete all the formalities in that regard.

In his counter affidavit to the reply submitted by the official respondents, the petitioner merely denies the receipt of any information regarding the renewal of license and clearance by the Haryana State Pollution Control Board. Regarding communication sent by him to the Haryana State Pollution Control Board intending to close down his stone crusher unit, he has stated that it was on account of the fraud played by the SDO that he was forced to write this communication. He states that this was obtained from him in November, 2017 after filing of the writ petition.

On due consideration of the matter and so far as the limited prayer of the petitioner as noticed above is concerned, we are of the opinion that the petitioner tried to suppress the material facts from the Court and has rather adopted a dubious way to cover up his tracks and the petition deserve dismissal on this sole ground alone.

We have no reason to doubt that this letter dated 01.08.2017 was prior in time of filing the writ petition and it is only because the petitioner now intends to cover up this lapse of non-disclosure in the writ proceedings that he has adopted the plea of this document being ante dated by projecting that it was obtained in November. Even otherwise, these are highly disputed questions of facts as to whether the petitioner received the

communication regarding renewal of license or not. Therefore, we would be loathe to enter into this controversy where the respondents clearly state on the strength of the documents that the renewal was granted while the petitioner denying that it was ever communicated to him.

We, therefore, dismiss his petition qua this prayer and leave the petitioner to his remedies in law. So far as the second aspect is concerned of extensive mining, we would like to rely on the affidavit of the State clarifying Item No. 13 at Page No. 256 of this petition and it does not show any alarming discrepancy suggesting extensive mining.

We also notice with concern that the claim of the petitioner regarding his stone crusher lying unused because of the extensive mining of respondent No. 5 is totally unfounded. If the petitioner was desirous of running a stone crusher, it has not been shown to us that it was dependent in any way on the mines functionality or extent of mining by respondent No. 4. Therefore, his entire grievance in this regard atleast is unfounded and imaginary and therefore, the petition is dismissed with a costs of Rs. 50,000/- being obstructionist in nature which shall be deposited in the account of Punjab and Haryana High Court Employees Welfare Association within a period of ten days.

To come up on 02.04.2018.

**[MAHESH GROVER]
JUDGE**

21st March, 2018
Shivani Kaushik

**[RAJBIR SEHRAWAT]
JUDGE**

// TRUE COPY //

IN THE HON'BLE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CWP (PIL) No. 9002 of 2018

MEMO OF PARTIES

Rakesh Dalal aged 42 years son Sh. Bir Singh Dalal resident of H. No.111,
Lajpat Nagar, Hisar, District Hisar.

... Petitioner

Versus

1. State of Haryana through Additional Chief Secretary to Government of Haryana, Home Department, Haryana Civil Secretariat, Sector 1, Chandigarh.
2. Additional Chief Secretary to Government of Haryana, Mines and Geology Department, Haryana Civil Secretariat, Sector 1, Chandigarh.
3. Director General, Mines and Geology Department, 30 Bays Building, Sector 17, Chandigarh.
4. Chairman, Haryana Pollution Control Board, Paryavaran Bhawan, Sector 6, Panchkula.
5. State Mining Engineer, Mines and Geology Department, Haryana, 30 Bays Building, Sector 17, Chandigarh.
6. Deputy Commissioner, Bhiwani, Civil Secretariat, Bhiwani.
7. Superintendent of Police, Bhiwani, Civil Secretariat, Bhiwani.
8. Sunder Marketing Associates having its registered office at C-1/28, Prashant Vihar, New Delhi through its proprietor Naveen Goyal.
9. Naveen Goyal, Proprietor, Sunder Marketing Associates having its registered office at C-1/28, Prashant Vihar, New Delhi.
10. Vinod Kumar son of Sh. Mani Ram resident of B-74, Shakti Apartments, Sector 9, Rohini, New Delhi.
11. The Central Bureau of Investigation through its Deputy Inspector General of Police, Sector 30, Chandigarh.

...Respondents

Place: Chandigarh
Dated: 04.04.2018

(Manjeet Singh) (Ranvijay Singh)
Advocates
Counsel for the Petitioner

Civil Writ Petition under Articles 226/227 of the Constitution of India praying for issuance of an appropriate writ, order or direction especially in the nature of Mandamus thereby directing the Central Bureau of Investigation, Sector 30, Chandigarh for registration of a case against Sunder Marketing Associates and its Directors and Partners and the Government Officers for causing environmental pollution and disturbance of ecological balance as well as causing loss of more than Rs.3000/- Crores to the State Exchequer by indulging in illegal activities with further directions to conduct fair and impartial investigation so as to elicit the truth, in the interest of justice and equity.

It is further prayed that the official-respondents may kindly be directed to stop lifting of the material by the Respondent No. 8 as shown in the photographs insomuch as the minor minerals are National Resources and the respondents cannot be allowed to usurp the same in an absolutely illegal and arbitrary manner.

It is further prayed that this Hon'ble Court may be pleased to issue any other

writ, order or direction which it may deem fit and appropriate in the peculiar facts and circumstances of the present case.

Respectfully Showeth:-

1. That the petitioner is resident of the above said address. The petitioner is a public spirited person and intends to draw kind attention of this Hon'ble Court towards the disturbance to ecological balance and environmental pollution caused by the respondent No.8 as well as the huge loss to the State Exchequer caused by the respondent Nos.8 to 10 in league with the official respondents. The sole intention of the petitioner is that the damage to environment and the disturbance of ecological balance caused by the respondent Nos.8 to 10 should be set-right in the larger interest and the public money siphoned off by the respondent Nos.8 to 10 in connivance with the official respondents should not be usurped by them insomuch as the same is outcome of national resources. Thus, the petitioner, being citizen of India, is entitled to invoke the extraordinary Writ jurisdiction of the Hon'ble Court under Articles 226/227 of the Constitution of the India by way of the present writ petition involving public interest.
2. That it is submitted that the petitioner is filing the present petition in larger public interest for genuine and bona-fide reasons as stated hereinabove and not for any oblique motive. It is further submitted that the petitioner owns two Trucks and one JCB (Earthmover Machine), which are used for supply of gravel and other raw material. The petitioner earns his livelihood from the income of the

abovesaid vehicles. Apart from that, the petitioner is also a Partner/member in a Stone Crusher being run in the name and style of Lord Shiva Stone Crusher Gramodyog Mandal at village Khanak, Tehsil Tosham, District Bhiwani. It is submitted that the Crusher Unit is presently non-functional and the petitioner is not earning anything from the Stone Crusher Unit. The petitioner is an income tax payee and the Income Tax Returns for the Assessment Years 2015-16 and 2016-17 are annexed herewith as **Annexure P-1** collectively. As submitted above, the petitioner has no direct or indirect personal motive or interest involved in the present case except for the larger public interest for environmental pollution, disturbance of ecological balance and bungling of public money by the respondents.

3. That the petitioner would establish the facts stated in the present petition to the effect that the respondent Nos. 8 to 10 in collusion with the official respondents have caused the disturbance to ecological balance and polluted the environment as well and have caused huge loss to the State Exchequer by excavation of minor minerals at village Dadam flouting all the applicable Rules and Regulations. It is evident from the contents of the petition that substantial and larger public interest is involved in the present petition and the same is aimed at redressal of genuine public harm or public injury. It is submitted that there is no personal gain, private motive or oblique motive behind filing the public interest litigation except that the petitioner wants that the damage to environment and the disturbance of ecological balance caused by the respondent Nos.8 to 10 should be set-right in the larger interest and the public

money siphoned off by the respondent Nos.8 to 10 in connivance with the official respondents should not be usurped by them insomuch as the same is outcome of national resources.

4. That the Mines and Geology Department, Haryana Government issued invitation of proposal for pre-qualification of Mining Agencies. The purpose for the said invitation was to identify the qualified Mining Agencies so as to ensure that the Mining is carried out in a scientific and systematic manner addressing the principles of sustainable development, inter-generational, equities and environmental concerns. The Mining Agencies were to be technically evaluated on the para-meters of manpower, machinery/equipment, experience in mining, turn-over, profit/loss, financial recourses and network of the company, experience in R&R initiatives and environmental compliances, corporate social responsibilities initiatives and mining projects successfully completed. The Mining Agencies, which intended to apply for pre-qualification was required to fulfill certain other formalities. The document inviting proposals for pre-qualification would show that a scoring methodology was adopted for declaring the Mining Agencies qualified or disqualified. It was also a precondition that there shall be no transfer of lease at least for a period of 5 years and only induction of other minority partners/ shareholders may be permitted by the Government to the extent of 49% of the total shareholding of the original grantee. After evaluation of all the Mining Agencies in accordance with the provisions of the invitation of proposal, the Government of

Haryana notified a list of 21 pre-qualified bidders eligible for participation in the auction of the Mines. It is submitted that M/s KJSL-Sunder (JV) was also a pre-qualified bidder however Sunder Marketing Associates was not a pre-qualified bidder. A copy of the invitation of proposal for pre-qualification of Mining Agencies along with the list of pre-qualified bidders notified by the Mines and Geology Department, Haryana is attached herewith as **Annexure P-1A** collectively. The Department, thereafter, issued auction notice dated 30.11.2013 thereby notifying the general public that certain Minor Mineral Mines of 'Stone along with Associated Minor Minerals' of District Bhiwani along with certain other Minor Mineral Mines situated in Haryana shall be put to auction on 30.12.2013 for grant of Mining Lease. It is pertinent to mention here that the auctions for the Mines were restricted amongst the agencies pre-qualified for this purpose meaning thereby only the authorized persons of the Mining Agency pre-qualified by the Department of Mines and Geology would be allowed to participate/offer bids in the auction. The auction notice specifically provided that no transfer of lease shall be permissible for a period of first five years of grant of lease. However, on submission of an application, in accordance with the provisions of the Haryana Minor Mineral concession, Stocking, Transportation of Mineral & Prevention of Illegal Mining Rules, 2012 and after satisfying itself the State Government may allow inducting of other partners/share holders of the extent of forty nine percent of the total shareholding of the original leaseholder. It was further a pre-condition of the auction

notice that the lessee shall be under obligation to carry out mining in accordance with all the provisions of applicable laws viz. Mines Act, 1952, Mines and Mineral Act (Development and Regulation) Act, 1957, Indian Explosive Act, 1884, Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the Rules framed thereunder and Wild Life Protection Act, 1972, Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981. A copy of the auction notice dated 30.11.2013 is appended herewith as **Annexure P-2**.

5. That M/s KJSL-Sunder (JV) offered highest bid of Rs.115,00,00,000/- (Rs. One Hundred & Fifteen Crores only) per annum against the reserved price of Rs.6,25,00,000/- (Rs. Six Crores Twenty Five Lacs only) in the auction. The State Government, vide letter dated 03.01.2014, accepted the highest bid of Rs.115,00,00,000/- per annum in respect of the Minor Mineral Mines/Quarries of Village Dadam under the provisions of Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 (hereinafter referred to as "2012 Rules") and issued Letter of Intent (LOI) for grant of mine lease in favour of M/s KJSL-Sunder (JV) for a period of 10 years. A copy of the letter of LOI dated 03.01.2014 is appended herewith as **Annexure P-3**. The LOI provided that the Lessee shall not stock any mineral outside the concession area granted on mining lease without obtaining a valid license as per provisions contained in Chapter 14 of 2012 Rules. It was also

provided that the total mineral excavated and stacked by the leaseholder within the area granted on mining lease shall not exceed two times of the average monthly production as per the approved mining plan at any point of time. The pre-condition contained in the auction regarding transfer of lease was also reiterated in the LOI. The lease period was to commence from the date of environmental clearance by the competent authority or on expiry of 12 months from the date of this communication of acceptance of highest bid in the shape of LOI, whichever was earlier.

6. That the facts stated herein below would establish that the exercise of granting lease in favour of M/s KJSL Sunder (JV) was done only to grant the lease rights of Dadam Mines to the respondent No.8. In order to achieve the said goal, M/s KJSL Sunder (JV), on the pretext of grant of mining rights in favour of HSIIDC at Village Khanak, Tehsil Tosham, District Bhiwani, approached the Director, Mining and Geology, Haryana for cancellation of the LOI. However, the request of M/s KJSL Sunder (JV) was not acceded to and as such M/s KJSL Sunder (JV) filed CWP No. 2599 of 2014 before this Hon'ble Court seeking quashing of the grant of mining lease in favour of HSIIDC with further prayer for directing the official respondents to rescind the auction of Stone Mines held on 31.12.2013 and to re-conduct auction along with- the auction of the mine situated at Village Khanak. The said writ petition was filed in the month of February 2014.
7. That the Ministry of Environment and Forests, Government of India issued letter dated 11.06.2014 directing the highest bidder M/s KJSL-Sunder (JV) to

undertake detailed EIA Study and to prepare draft EIA and get the public hearing conducted and take further necessary action for obtaining environmental clearance in accordance with the procedure prescribed under EIA notification, 2006, a copy of which is appended herewith as **Annexure P-4**. It appears that the Public hearing, in pursuance of the letter dated 11.06.2014 (Annexure P-4), was conducted on 01.10.2014 however, a copy thereof is not available with the petitioner and as such the same is not being appended herewith.

8. That M/s KJSL-Sunder (JV) submitted Mining Plan including Progressive Mine Closure Plan of Dadam Stone Mines in the Department of Mines and Geology detailing the entire plan for safe, scientific and systematic mining of minerals. Under Chapter 4.3 of the Mining Plan, calculations of mineral reserves have been made mentioning therein that the highest point of lease is at 3.50m. MRL whereas the lowest point is at 2.35m. MRL and the thickness of the deposit above the ground level works out to be 115 m. It is mentioned in Chapter 4.3 that the actual position of the ground water level was taken by the officers of the department and this report was accepted by proponent which stands at 42 meter below the ground level. Therefore, the present ground water level was taken at 193 m. MRL. It is further mentioned that the mining was proposed by highly mechanized system of open cast mining by forming benches of 9m X 9m and before abandonment of mines, it was proposed to reduce the width of benches from 9 meter to 6 meter by extracting 3 meter of width while retreating.

9. That under Chapter 5 of the Mining Plan, the method of mining has been provided specifying that the proposed method of mining of stone and other associated minor minerals was by Mechanized system of Open Cast mining by deploying heavy earth mining machines and deep hole drilling and blasting. It was further proposed to work by forming benches of 9 meter height and 9 meter width from top downwards after obtaining appropriate permission from DG, Mines Safety, Dhanbad. It is further provided that mining in the lease hold area will start with driving a haul road to the top of the area to start working from top downwards. The existing road level at the foot of the hill is at 240 m RL and the topmost bench will be driven at 340m RL. The haul road up to 340 m RL from 240 m RL shall be almost 1500 m long at a gradient of 1 in 16 except at turning points where it may be at 1 in 10 gradients.

The schedule of production year-wise and Bench-wise has also been given in Chapter-5 of the Mining Plan which would show that the Lessee planned to excavate 120 Lacs Metric Tons (MTs) stone and other minor minerals in the first year bringing the top level of the mine from 345 meters to 250 meters. The relevant part of the schedule of production is reproduced hereunder for kind perusal of this Hon'ble Court:

Sr. No.	Year	Production in Lakh MT	Level (m. MRL)	Bench No. and Level	Production Lakh MT
1	First	120.00	Top Level to 255 m. MRL	1-345 MRL	0.13
				2-336 MRL	0.55
				3-327 MRL	1.37

				4-318 MRL	2.71
				5-309 MRL	4.98
				6-300 MRL	9.03
				7-291 MRL	13.79
				8-282 MRL	17.71
				9-273 MRL	22.29
				10-264 MRL	25.19
				11-255 MRL	22.26
2	Second	130.00	246 m MRL to 219 (part) m MRL	12-246 MRL	35.48
				13-237 MRL	40.57
				14-228 MRL	44.15
				15-219 MRL	9.80

The Schedule of production would show that the Lessee would reach at 219 m. MRL (Part) in the end of second year of the commencement of mining. It is further provided in the Mining Plan that the ground water table in the area was found to be at 193 m. MRL and the ultimate depth of mining at the end of 5th years stands at 156 m. MRL, which would be below the ground water table. It is further mentioned that the ground water table is likely to be intersected in the 4th year at the proposed rate of production and the necessary permission of the competent authority shall be obtained before approaching 3.0 meter above the ground water level. The Mining Plan under Clause 5.2 provides list of HEMM and equipments proposed to be deployed stating that 24 numbers of

Excavators were required and 70 numbers of Dumpers were required for daily production whereas 5 Drill Machines were required to achieve daily production of 50000 MTs. Apart from the above, the provisions for reclamation and rehabilitation of the area were also made in the Mining Plan. The Mining Plan also contains Progressive Mine Closure Plan under Chapter 9 thereof. A copy of the Mining Plan is appended herewith as **Annexure P-5**.

10. That the Central Ground Water Authority, Ministry of Water Resources, Government of India issued NOC dated 03.11.2014 for ground water level withdrawal in favour of the M/s KJSL Sunder (JV) on certain terms and conditions and a copy thereof is appended as **Annexure P-6**.
11. That insofar as the claim of the M/s KJSL-Sunder (JV) regarding quashing of the grant of mining lease in favour of HSIIDC and rescind the auction of stone mines is concerned, this Hon'ble Court was pleased to reject the contentions of M/s KJSL-Sunder (JV) (petitioner therein). However, as decided earlier, the State of Haryana made a statement to the effect that the State of Haryana is willing to refund the entire amount paid by M/s KJSL-Sunder (JV) with reasonable interest without levying any penalty whatsoever. In view of the statement made on behalf of the State of Haryana, this Hon'ble Court was pleased to permit M/s KJSL-Sunder (JV) to exercise the option to either continue with the contracts or to rescind the same by 30.04.2015 and if M/s KJSL-Sunder (JV) choose to rescind the contract then the State of Haryana shall repay all the amounts paid by it within 8 weeks of the demand.

As a matter of fact, the statement was made only to enable the respondent No. 8 to apply for grant of mining rights of Dadam Stone Mines by way of back door entry. A copy of the judgment dated 04.03.2015 passed in CWP No. 2599 of 2014 is appended herewith as **Annexure P-7**.

12. That M/s KJSL-Sunder (JV) approached the Hon'ble Supreme Court of India by way of SLP (C) Nos. 12623--12624 of 2015 challenging the judgment dated 04.03.2015. However, a statement was made on behalf of M/s KJSL-Sunder (JV) that it is not carrying on with mining activities. The Hon'ble Supreme Court of India, vide order dated 01.05.2015, granted 10 days more to exercise the option in terms of the judgment dated 04.03.2015 rendered by this Hon'ble Court. A copy of the order dated 01.05.2015 is appended herewith as **Annexure P-8**.
13. That Karamjeet Singh & Co. Ltd. sent letter dated 07.05.2015 to the Additional Chief Secretary and Principal Secretary to Government, Haryana, Mines and Geology Department, Chandigarh on behalf of M/s KJSL-Sunder (JV) exercising their option in terms of the order dated 01.05.2015 thereby informing the respondent-Director, Mindset Geology, Haryana that "all the authorization done in our previous correspondence in respect of 'Acceptance of the highest bid in respect of minor mineral minds of 'Stone along with Associated minor minerals' of 'Dadam' over an area of 55.50 hectares in Tehsil Tosham District Bhiwani offered in the auction held on 30.12.2013" stands cancelled. In furtherance of the above letter, M/s KJSL-Sunder (JV) also sent letter of the even date i.e. 07.05.2015 claiming 18% interest on the amount deposited by the Joint

Venture at the time of auction and thereafter. The copies of the letters dated 07.05.2015 is annexed herewith as **Annexure P-9** collectively.

It is submitted that the respondent No. 8 was only 49% stakeholder in M/s. KJSL-Sunder (JV) and as such Karamjeet Singh & Co. Limited authorized its director to do all necessary and incidental communication for refund of the initial auction amount and interest for the above said work. It is further submitted that the respondent No. 8 was not a pre-qualified bidder as is also apparent from the list of 21 pre-qualified mining agencies and thus was not competent and eligible to even request the Government of Haryana for grant of mining lease rights in its favour. As submitted above, the entire exercise has been worked out only to grant the mining of these sites in favour of the respondent No. 8 and as such an application was made on behalf of M/s. KJSL-Sunder (JV), which was not even lessee as on 14.05.2015, by the Director of the respondent M/s. KJSL-Sunder (JV), was not even competent to send the communication on behalf of the joint-venture. Despite this, an application dated 14.05.2015 was made stating that Kawaljeet Singh & Co. Limited, without taking the respondent No. 8 in confidence, submitted a request to the Mines and Geology Department whereas the consortium at no point of time had any intention to run away from the leaves or to decide the same. A copy of the application dated 14.05.2015 is annexed as **Annexure P-10**.

14. That though M/s. KJSL-Sunder (JV) had already made appropriate request for refund of money deposited at the time of auction strictly in accordance with and in terms of

the order passed by the Hon'ble Supreme Court of India and as such there was no option with the Government of Haryana but to refund the amount along with reasonable interest, as stated by the Government of Haryana before this Hon'ble Court during the pendency of CWP No. 2599 of 2014 titled M/s. KJSL-Sunder (JV) and others versus State of Haryana and others yet the Department of Mines and Geology, Haryana initiated prompt action on the application submitted by the respondent No. 8-Sunder Marketing Associates showing its inclination to grant mining lease rights in favour of the respondent No.8. The Mining Engineer, on 25.05.2015, recommended that even if one of the partner of the consortium is willing to operate the area of Dadam, their offer/request may be considered for acceptance. Though it was pointed out that the auction was conducted amongst the pre-qualified bidders. The Mining Engineer further observed that to avoid any legal complication/litigation, it may be better to allow M/s Karamjit Singh and Co. Ltd. to go out of the lease i.e. to rescind its share. The Mining Engineer, having shown his intention to allow the respondent No. 8 to operate mining in Dadam area, recommended for obtaining opinion of Advocate General, Haryana. The Mining Engineer forwarded the file to the respondent No. 5-State Mining Engineer on the same day i.e. 25.05.2015 who, in turn, forwarded the file to the Director, Mining and Geology, Haryana on the same day. The Director, Mining and Geology, Haryana, on 26.05.2015, referred the matter to Advocate General, Haryana for opinion as to what would be legally sustainable and justified action on the part of the

Government and forwarded the file to Addl. Chief Secretary, Mines and Geology, Haryana on the same day. A copy of the noting sheet is appended herewith as **Annexure P-11**. The haste shown by the Government in dealing with the application of the respondent No. 8 for grant of Mining lease in its favour would establish that the Government, after receiving the application on 14.05.2015, had made up mind to grant the lease to respondent No. 8. The opinion from the Advocate General, Haryana was in tandem with the intention of the government i.e. to favour the respondent No. 8. It was specifically mentioned in the opinion that though technically it might not be feasible and strictly permissible for one of the partners of the JV, who in turn are pre-qualified bidders, to withdraw from the leasing contract but the situation needs to be seen in a pragmatic manner and it should be visualized that the overall interest of the State warrants the continuation of contract by the bidder notwithstanding the withdrawal of one of the partners of the JV. It was further mentioned that in these circumstances, the conditions must be decided which can be put on the existing partner will enable him to run the joint-venture. A copy of the legal opinion is appended herewith as **Annexure P-12**. The opinion was forwarded to the Additional Chief Secretary on 04.06.2015 and the same was forwarded to Director, Mines and Geology, Haryana on 05.06.2015. The file reached the Mining Engineer on 08.06.2015 for initiating necessary action. Again the Government had shown extra ordinary haste, which fact would go to the root of the matter and would establish that the Government, as a matter of fact,

was inclined to grant lease rights in favour of respondent No. 8 by hook or by crook violating all the rules and regulations applicable for allotment of lease for mining.

15. That the Mining Engineer recommended that the State Government may be requested to allow transfer of the entire share in favour of the respondent No. 8-Sunder Marketing Associates, one of the partners of M/s. KJSL-Sunder (JV), who intends to continue with the lease/contract. The Mining Engineer unilaterally specified the conditions for transfer of the share/transfer of lease and submitted the matter for consideration on 10.06.2015 i.e. after only two days of the receipt of the file from Superior Authorities. The respondent No. 5-State Mining Engineer, on the same day i.e. 10.06.2015, forwarded the matter to the Director, Mines and Geology, Haryana with recommendation to consider the proposal for approval. The Director, Mines and Geology, Haryana forwarded the matter to Addl. Chief Secretary, Mines and Geology, Haryana on the same day i.e. 10.06.2015. In turn, the Addl. Chief Secretary, Mines and Geology, Haryana forwarded the matter to the Chief Minister, Haryana on 11.06.2015. Surprisingly, the Chief Minister, approved the proposal on 16.06.2015 without even considering the matter, which is also apparent from the noting sheet and forwarded the matter to Additional Chief Secretary, Mines and Geology, Haryana on the same day i.e. 16.06.2015. It is interesting to note that the Director, Mines and Geology and State Mining Engineer forwarded the file from the respective offices on the same day i.e. 16.06.2015. A copy of the nothing sheet is appended as **Annexure P-13**.

16. That Director, Mines and Geology, Haryana, vide letter dated 17.06.2015, informed the consortium M/s. KJSL-Sunder (JV), Karamjit Singh & Co. Ltd. and the respondent No. 8 regarding permission to allow transfer of mining lease/share of lease of Dadam Stone mines. Surprisingly, the decision with regard to grant of mining lease to respondent No. 8 was taken on 17.06.2015 itself and the same day it was communicated to the abovesaid entities on the same day. A copy of the letter dated 17.06.2015 is appended herewith as **Annexure P-14**.
17. That the respondent No. 8, vide letter dated 30.06.2015, informed the Director, Mines and Geology, Haryana that the amount deposited by Karamjit Singh & Co. Ltd, at the time and after the bid, has been refunded to it and declared that any claim qua the refundable amount either from Mines Department or respondent No. 8 is null and void. The respondent No. 8 further requested for permission to proceed further for execution of mining lease in its favour. A copy of the letter dated 30.06.2015 is appended herewith as **Annexure P-15**.
18. That in the meantime, the Ministry of Environment, Forest and Climate Change, on 03.07.2015, issued Environment Clearance in favour of the M/s. KJSL-Sunder (JV) subject to certain terms and conditions. A copy of the letter dated 03.07.2016 is appended herewith as **Annexure P-16**.
19. That Karamjit Singh & Co. Ltd. sent letter dated 10.07.2015 to the Additional Chief Secretary, Mines and Geology, Haryana thereby raising objection regarding grant of lease rights in favour of the respondent No. 8. It was specifically stated that the joint venture is a separate

entity and as such grant of lease in favour of only one partner of JV is in absolute breach of 2012 Rules. It was further stated that Karamjit Singh & Co. Ltd. is the lead partner and incharge of the joint Venture, which had the requisite experience in mining and the other partner i.e. respondent No. 8 had no experience at all in mining. Thus, Karamjit Singh & Co. Ltd. requested the Director, Mines and Geology to withdraw the letter dated 17.06.2015 being illegal and contrary to the Rules, refund the amount of Rs.28.75 Crores along with 18% interest within 7 days and initiate inquiry against the officers for passing contemptuous orders as well as trying to grant a lease to Sunder Marketing Associates by violating the law. A copy of the letter dated 10.07.2015 is appended herewith as **Annexure P-17**.

20. That it appears that the State Government did not at all consider the request made by Karamjit Singh & Co. Ltd. and as such no action was taken thereon. However, the State Government executed the lease deed in favour of M/s Sunder Marketing Associates on 05.08.2015 in the shape of Form ML-1 and a copy thereof is appended herewith as **Annexure P-18**. The lease deed provides the eventualities wherein the lease deed can be suspended or terminated, which include non-payment of dead-rent or royalty.
21. That it appears from the records that applications were made to Ministry of Environment, Forest and Climate Change, Government of India on 20.08.2015 and 21.09.2015 with request to transfer the environment clearance letter (Annexure P-16) dated 03.07.2015 of Dadam in the name of Sunder Marketing Associates from

M/s. KJSL-Sunder (JV). Surprisingly, the request was even acceded to by the Government of India and the environment clearance was transferred in favour of the respondent No. 8 vide letter dated 28.10.2015 and a copy thereof is appended herewith as **Annexure P-19**. Similarly, the other permissions by Haryana State Pollution Control Board were also accorded in favour of the respondent No. 8 as early as possible. The respondent-Haryana State Pollution Control Board granted consent for emission of Air under the provisions of Air (Prevention and Control of Pollution), Act 1981 from 18.11.2015 to 30.09.2016 vide letter dated 23.01.2016, a copy of which is appended herewith as **Annexure P-20**.

22. That the action of the Government of Haryana regarding transfer of lease was challenged by certain persons on 22.04.2016 by way of CWP No. 9419 of 2016 titled as Ved Pal Tanwar and another vs. State of Haryana and others. It is submitted that the Government of Haryana, interestingly, did not file any reply to the writ petition insomuch as the Government presumably could not have defended their decision regarding grant of lease in favour of M/s Sunder Marketing Associates. In order to avoid an order by this Hon'ble Court, the Director, Mines and Geology, Haryana issued notice dated 09.08.2016 for withdrawal of the letter dated 17.06.2015 (Annexure P-14) whereby the transfer of 5 1 Wo share of Karamjit Singh & Co. Ltd. was permitted to be transferred in favour of the respondent No. 8. Reference to CWP No. 9419 of 2016 was made in the said letter and it was mentioned that the competent authority has once again examined the facts and

circumstances of the case and the permission for transfer of 51% share of the Lead Partner in favour of 49% shareholder was not in consonance with the provisions of 2012 Rules and the terms of auction notice. A copy of the notice dated 09.08.2016 is appended as **Annexure P-21**. Thereafter, the State of Haryana filed its written statement in CWP No. 9419 of 2016 wherein it was stated that the notice dated 09.08.2016 has already been issued to the respondent No. 8. It is submitted that this exercise was done in order to avoid any order by this Hon'ble Court on merits of this case and with a view to make CWP No. 9419 of 2016 infructuous. It appears that the State Government had filed written statement dated 16.08.2016 as a copy of the same is available with the petitioner. A copy of the written statement dated 16.08.2016 filed by the Government of Haryana in CWP No. 9419 of 2016 is appended herewith as **Annexure P-22**.

23. That the respondent No. 8 approached this Hon'ble Court by way of CWP No. 16735 of 2016 on the basis of apprehension that the decision has already been taken to withdraw the permission granted to transfer the mining lease with immediate effect. This Hon'ble Court, vide order dated 27.08.2016 was pleased to direct that the final order in pursuance of the notice dated 09.08.2016, if adverse to Sunder Marketing Associates, shall not be implemented for a period of 2 weeks after the service thereof upon it. A copy of the order dated 27.08.2016 is appended herewith as **Annexure P-23**. Since, this Hon'ble Court had taken note of CWP No. 9419 of 2016 while disposing off CWP No. 16735 of 2016 therefore the said

CWP was also disposed off vide order dated 14.09.2016 and a copy thereof is appended as **Annexure P-24**.

24. That the respondent-Director, Mines and Geology, Haryana, vide memo No.MG/HY/ML/Dadam/2013/5065 dated 29.09.2016, ordered withdrawal of the permission granted to transfer Mining Lease/Share of 51% of Karamjit Singh & Co. Ltd. in favour of 49% Partner i.e. Sunder Marketing Associates with immediate effect and the lease deed dated 05.08.2015 was declared as void. It was further mentioned that any action taken by M/s Sunder Marketing Associates and the State Government in pursuance of letter dated 17.06.2015 and the lease deed dated 05.08.2015 shall remain valid and not have any adverse implication for any of the parties. A copy of the memo dated 29.09.2016 is appended as **Annexure P-25**.

25. That the respondent No. 8 laid challenge to the order dated 29.09.2016 by way of CWP No. 20986 of 2016 in this Hon'ble Court. Having heard the matter, this Hon'ble Court, vide order dated 06.10.2016, was pleased to issue notice of motion with interim arrangement that the order dated 29.09.2016 shall not be implemented till then. A copy of the order dated 06.10.2016 is appended herewith as **Annexure P-26**. The matter was taken up on 27.10.2016 and the same was adjourned to 08.12.2016 with direction that the interim order shall continue till the next date on which the matter is taken up for hearing. However, this Hon'ble court was pleased to observe that the interim order is passed and shall be availed of by the petitioner on the understanding that equities will be adjusted by the Court by way of compensation or

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otherwise. A copy of the order dated 27.10.2016 is appended herewith as **Annexure P-27**. However, CWP No. 20986 of 2016 was dismissed by this Hon'ble Court vide order dated 01.06.2017 and a copy thereof is appended herewith as **Annexure P-28**. This Hon'ble Court while dismissing the CWP No. 20986 of 2016 was pleased to issue certain directions however the same are not being reproduced herein as the same will be referred to at a later stage.

26. That after dismissal of the writ petition No. 20986 of 2016, the respondent No. 8 filed SLP (C) No. 19166 of 2017 thereby laying challenge to the judgment dated 01.06.2017 (Annexure P-28). It is humbly submitted that the respondent No. 8 was able to mislead the Hon'ble Supreme Court of India and as such the State of Haryana, vide order dated 03.08.2017 passed by the Hon'ble Supreme Court of India, was restrained from interfering in the mining operations being conducted by the respondent No. 8 (petitioner before the Hon'ble Supreme Court of India) until the judgment is delivered. A copy of the order dated 03.08.2017 is appended as **Annexure P-29**. However, the Hon'ble Supreme Court of India, vide judgment dated 11.08.2017, was pleased to dismiss the SLP filed by the respondent No. 8 while observing that "This is a classic case of someone (the petitioner in this case) apparently having influence in high places, using that influence to violate the law and get a benefit that would ordinarily not be granted to anybody else. We cannot say with any degree of certainty how high is the reach of the petitioner but it is quite apparent from the facts of the case, that the reach is

pretty high.". From the observation of the Hon'ble Supreme Court of India, it is established that the respondent No. 8 and the Government of Haryana were in league for showering undue benefits upon the respondent No. 8. A copy of the judgment dated 11.08.2017 is appended herewith as **Annexure P-30**.

27. That the Hon'ble Supreme Court of India, while dismissing the SLP, issued certain directions viz; the respondent No. 8 was permitted to continue its mining operations till 30.11.2017 in accordance with the Mining Plan. It was also directed that on or before that date, the respondent No. 8 shall ensure implementation of Mine Closure Plan to the satisfaction of the concerned authorities in the State of Haryana. The State of Haryana was directed to ensure that all the laws applicable to the petitioner shall be strictly enforced regardless of the apparent influence of the respondent No. 8 in high places. The following directions were issued by the Hon'ble Supreme Court of India at the time of disposal of the petition:

- i) We permit the petitioner to continue its mining operations till 30th November, 2017 in accordance with the Mining Plan. On or before that date, it shall ensure implementation of the mine closure plan to the satisfaction of the concerned authorities in the State of Haryana.
- (ii) The petitioner will be under an obligation to continue paying the dead rent or royalty whichever is higher till 30th November, 2017 regardless of whether it ceases its mining operations before that date or not.

- (iii) The petitioner shall ensure that all the dues (including wages etc.) of all the persons (including labour) employed in the mining operations in terms of Rule 56(10) of the Rules are paid to the satisfaction of the concerned authorities in the State of Haryana. To ensure that the employees and labour (casual or otherwise) are not left in the lurch, the petitioner is restrained from alienating or transferring or otherwise creating any charge or encumbrance on the equipment and machinery and all other moveable property in the lease area and connected with the mining operations (such as trucks, excavators etc.) so that there is no difficulty in recovery of dues.
 - (iv) All the laws applicable to the petitioner shall be strictly enforced by the State Government regardless of its apparent influence in high places. We make it clear that we will hold the Chief Secretary of the State of Haryana responsible for any lapse in this regard.
 - (v) It is not clear whether or not the security deposit of Rs. 28.75 crores has been refunded to KJSL or the petitioner. If the refund has not been made, it is deemed to have been forfeited to the State and is not adjustable against any dues of the petitioner.
28. That immediately after disposal/dismissal of the petition in the Hon'ble Supreme Court of India, the respondent No. 8 started its mining operations at war level so as to excavate maximum minor minerals from the Mine. The action of the respondent No. 8 was aimed at fetching maximum profit

from the mining operation, which was evidently in violation of the provisions in the Mining Plan. It is submitted that from 11.08.2017 onwards, the respondent No. 8 put maximum labour in mining operation and was extracting lacs of metric tons of the minor mineral daily against the permitted quantity of 50000 Metric Tons per day, which also finds mentioned in the mining plan. The respondent No.8, within a few days collected the extracted minerals at about 10-11 places outside the lease area, which is not permissible under Rule 81 (3) of 2012 Rules which provides that the mineral concession holder shall not, at any given point of time, stock minerals more than two times the average monthly production of the mineral(s) within the area granted on mineral concession. Since the officers of Mining Department, Haryana like the respondent No. 5 were in league with the respondent No. 8 therefore no restriction was ever put on the respondent No. 8 for stocking the minerals outside the lease area and that too manifold of the permitted limit. The petitioner has taken photographs of the minor minerals collected by the respondent No. 8, which look like manmade mountains and the same are appended herewith as **Annexure P-31** collectively.

29. That the photographs make it abundantly clear that the respondent No. 8 was extracting maximum raw material in sheer violation of Mining Plan being in league with the official respondents of the Department of Mining and Geology, Haryana but the other official respondents like the Chief Secretary, Deputy Commissioner, Bhiwani, Deputy Excise and Taxation Officer (DETC) and other

officers had closed their eyes for illegal benefit of the respondent No. 8. The Deputy Commissioner, Bhiwani sent consolidated report dated 01.09.2017 to the respondent-Director, Mines and Geology, Haryana, containing the reports of Assistant Mining Engineer, DETC, ADC-cum-RTA, Labour Officer and BDPO, Tosham and a copy thereof is appended herewith as **Annexure P-32**. It is apparent from perusal of the consolidated report that the Deputy Commissioner himself has not taken any step for restraining the respondent No. 8 from excessive mining. A copy of the report dated 01.09.2017 submitted by the Assistant Mining Engineer to the Deputy Commissioner, Bhiwani is appended herewith as Annexure P-33 wherein it is mentioned that the production is monitored on daily/monthly basis and the Lessee is entitled to attain the production of 1.40 Crore Metric Tons during the continuing production year as per Mining Plan out of which a quantity of 82,12,000 MT has already been dispatched upto the end of month of July, 2017 and the balance quantity of 46,21,300 MT shall be allowed to be excavated/dischatched upto 30.11.2017. It is further mentioned that in the month of August, 2017, the respondent No. 8 has dispatched a quantity of 6,68,812 MT which is within the prescribed limit. The daily production report from 04.08.2017 to 31.08.2017 was also attached and a copy thereof is annexed herewith as **Annexure P-34**.

30. That the connivance of the officers of the Mining Department is apparent from the fact that the quantity shown to be allowed in the report is more than the quantity

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mentioned in the Mining Plan. The respondent No. 8, in its Mining Plan, has mentioned that in the second year the quantity of 1.30 Crore MT shall be lifted and the level shall be brought to 219m. MRL. Thus, it is incorrect that the respondent-Sunder Marketing Associate was entitled to attain production of 1.40 Crore MT during the continuing production year as per Mining Plan because the mining activities could have been started only after Environmental Clearance, which was granted in favour of the respondent No. 8 on 28.10.2015. Thus, it was the second year of mining activities and the respondent No. 8 could have been allowed to attain production of 1.30 Crores MT only. In any case, the respondent No. 8 could not have been allowed to violate the Mining Plan, which was also a direction of the Hon'ble Supreme Court of India, which allowed production of 50000 MT daily. It was further mentioned in the reply that the respondent No. 8 has not made payment of dead rent for the period of 12 months i.e. from the issue of LOI up to the commencement of mining activities. Surprisingly, the respondent No. 8 was allowed to continue its mining operations despite the fact that the agreement dated 05.08.2015 (Annexure P-18) provides that the lease shall be suspended or terminated if the dead rent or royalty or surface rent or any other amount due to the Government are not paid. The averment regarding the material dispatched in the month of August 2017, which is stated to be 6,68,812 MT, is wrong inasmuch as the production report (Annexure P-34) would show that it is, in fact, 930469.137 MT.

31. That the Government of Haryana, in terms of the judgment (Annexure P-28) rendered by this Hon'ble Court, issued E-Auction notice dated 24.07.2017. It appears that the permission of Mining and Geology Department, Haryana was sought by one Ved Pal Tanwar for survey of the area to carry out detailed mapping of the Mining Area of Dadam Mine and to submit a report about present condition of the mine. In pursuance of the permission accorded by the Department, Shivom Engineers Associates Pvt. Ltd. conducted survey of Dadam Mines on 02.09.2017, when the respondent-Sunder Marketing Associations was continuing its operations in the mining area, and prepared report of Digital Survey for Dadam Stone Mines. Apart from the report, Topographical Survey/Contour Plan of Dadam Stone Mines at Dadam, District Bhiwani was prepared at the scale of 1:1500. A copy of the report prepared by the Shivom Engineers Associates Pvt. Ltd is appended herewith as **Annexure P-35** whereas a copy of the Topographical Survey/Contour Plan is appended herewith as **Annexure P-36**. The survey report establishes that no precautions have been observed against intersection of water table and excavation and transportation of material was much more than 50000 tons per day, which is in violation of approved Mining Plan, The report concluded that the mine depth at places is more than 100 meters as per the Contour shown in the drawings i.e. much below the ground water level, which is at 18.65 meters. It was further concluded that the Mining Operations being undertaking are haphazard, unsystematic and unscientific without following the provisions laid

down under the Mines Act, 1952 and the Rules and Regulations framed thereunder. The perusal of the contour plan would also show that the respondent No. 8 have excavated the material up to depth of 129m. MRL.

32. That the Deputy Commissioner, Bhiwani sent another consolidated report dated 16.09.2017 to the respondent-Director, Mines and Geology, Haryana where from it is clear that the respondent No. 8 dispatched 1062954 MT material in the month of August, 2017. In the report it is mentioned that the respondent No. 8 had not paid Rs.5,58,33333/- against the dead rent of the month of September 2017. It is further mentioned that the respondent No. 8 has not paid a sum of more than Rs.140.00 Crores on account of dead rent and the interest calculated thereon. A copy of the report dated 16.09.2017 is appended herewith as **Annexure P-37**. The Deputy Commissioner, Bhiwani sent another consolidated report dated 29.09.2017 stating that the respondent No. 8 has already been dispatched a quantity of 1,02,22,860.32 MT upto 28.09.2017. It was further stated that the respondent No. 8 was requested to provide progressive/final closure plan on 30.08.2017 but such plan has not been submitted by the respondent No. 8 so far. A copy of the report dated 29.09.2017 is appended herewith as **Annexure P-38**. The daily production report from 01.09.2017 to 28.09.2017 was also attached with the consolidated report and a copy thereof is appended herewith as **Annexure P-39** which shows that the respondent No. 8 dispatched a quantity of 9,47,905 MT in the month of September 2017. One fact is clear from the daily production reports for the month of

August and September 2017 that the respondent No. 8 was working without there being any break. Even there was no holiday on Sundays and a quantity of 28535 MT was dispatched on 15.08.2017 which was a National Holiday on account of Independence Day. The report dated 29.09.2017 submitted by Assistant Mining Engineer is annexed herewith as **Annexure P-40**. Another consolidated report dated 13.10.2017 was sent by the Deputy Commissioner, Bhiwani to the respondent-Director, Mines and Geology, Haryana on the same lines and a copy thereof is appended herewith as **Annexure P-41**. The production report from 01.10.2017 to 12.10.2017 was also attached and a copy thereof is appended herewith as Annexure P-42 and the copy of report dated 13.10.2017 submitted by Assistant Mining Engineer to the Deputy Commissioner, Bhiwani is appended herewith as **Annexure P-43**.

33. That the Deputy Commissioner, Bhiwani submitted another report to the respondent-Director, Mines and Geology, Haryana on the same lines. However, it was mentioned therein that the respondent No. 8, vide letter dated 02.11.2017, has been directed to get the lease agreement registered and a copy thereof is appended herewith as **Annexure P-44**. It is very shocking and surprising that the respondent No. 8 did not get the lease deed registered and was allowed to work without even registration of the lease deed. A copy of the report dated 03.11.2017 is appended herewith as Annexure P-45 whereas the production report for the month of October 2017 is appended herewith as **Annexure P-46** and report

dated 03.11.2017 made by the Assistant Mining Engineer is appended herewith as **Annexure P-47**. The Deputy Excise and Taxation Commissioner informed the Deputy Commissioner, Bhiwani regarding the tax rates applicable under Haryana VAT Act and GST Act and a copy thereof is appended herewith as **Annexure P-48**.

34. That a meeting was convened on 08.11.2017 under the Chair of the Chief Secretary, Haryana to review the action taken in compliance of the orders dated 11.08.2017 passed by the Hon'ble Supreme Court of India. Though it had duly been established by way of report of Digital Survey of Dadam Stone Mines conducted by Shivom Engineers Associate Private Limited (Annexure P-35) and the Topographical Survey/Contour Plan (Annexure P-36) that no precaution has been observed against inter-section of water table and the water table was visibly intersected for excessive mining inasmuch as the respondent No. 8 had reached the level of 129 m. MRL yet the Assistant Mining Engineer supplied information that the mining operation in Dadam Stone Mine has not touched the ground water table at any point. It was further informed that the ground water table of Dadam Stone Mine is 88 meters below ground level. It is submitted that even if the statement of the Assistant Mining Engineer is taken to be true for the sake of arguments only then also the water table stands intersected by mining operations because the respondent No. 8 has reached a level of 129m. MRL which is more than 106 meters below the ground level, which is 238m. MRL. A copy of the minutes of the meeting convened on 08.11.2017 is appended herewith as **Annexure P-49**.

35. That the Deputy Commissioner, Bhiwani sent another consolidated report dated 17.11.2017 to the respondent-Director, Mines and Geology, Haryana referring to the reports made by various departments along with the minor mineral extracted by the respondent No. 8 from 01.01.2017 to 31.10.2017. A copy of the report dated 17.11.2017 is appended herewith as **Annexure P-50** whereas the production report from 01.01.2017 to 31.10.2017 is appended herewith as **Annexure P-51**. It appears that the Mining Officer, Bhiwani submitted the report regarding the total minor minerals extracted by the respondent No. 8 from 01.01.2017 to 22.11.2017 stating that a quantity of 1,19,90,564.53 MT minor minerals were dispatched and a copy thereof is appended herewith as **Annexure P-52**. The Excise & Taxation Commissioner, Haryana vide letter dated 25.11.2017, informed the respondent-Director, Mines and Geology, Haryana regarding the tax liability of the respondent No. 8 under Haryana VAT Act and Goods and Service Tax Act, 2017 and a copy thereof is appended as **Annexure P-53**. As per the information, the total outstanding tax liability against the respondent No. 8 was Rs.28,74,25,595/-, which has not been paid by the respondent No. 8.
36. That as submitted above, the petitioners have taken photographs of the material stacked/stored by the respondent No. 8 outside the lease area, which would show that the respondent has raised manmade mountains of the stored minor minerals. The petitioner has got the stock measured as on 31.10.2017 and prepared a chart, which is appended herewith as **Annexure P-54**. It is submitted that

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the respondent No. 8 has stored a quantity of minor minerals measuring 1,07,45,999 MT approximately after 11.08.2017 upto 31.10.2017.

37. That one Satyawan had approached this Hon'ble Court by way of CWP No. 26094 of 2017 titled as Satyawan vs. State of Haryana and others with a prayer for issuance of appropriate directions to pay the rent for usages of his land for the purpose storage of minor minerals. Having heard the matter at length, this Hon'ble Court, vide order dated 22.11.2017, was pleased to observe that prima-facie, it appears that in brazen violation of the time concession granted by Hon'ble Supreme Court, the fourth respondent is indulging in massive mining apparently far in excess to the limits and norms imposed in terms of the cancelled licence. The heaps of extracted minerals which are looking like man-made mountains as depicted in the photographs appended with the writ petition reveals that great hurry behind extracting maximum raw material before expiry of the deadline on 30.11.2017. Not only the huge stock but there are hundreds of trucks deployed for transportation of the extracted material, obviously within the full knowledge and tacit support of Officers of the Mining Department. Having rendered the above observation, this Hon'ble Court was further pleased to direct that no minor mineral is allowed to removed by respondent No. 8 from the site forthwith till the issues raised in the writ petition regarding non-payment of compensation and other dues or of indulging in illegal and unauthorized mining and misuse of the land of the adjoining owners are settled by this Hon'ble Court. This Hon'ble Court was further pleased to direct the

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Deputy Commissioner and Superintendent of Police, Bhiwani to deploy Police Force and one Duty Magistrate to monitor the minerals stocked by respondent No. 4 and not to allow such material to be removed from the site. A copy of the order dated 22.11.2017 is appended herewith as **Annexure P-55**. In compliance of the directions issued by this Hon'ble Court, the Superintendent of Police, Bhiwani filed an affidavit dated 23.11.2017 stating that the necessary arrangements have been made and assuring this Hon'ble Court that the minerals from the site in question will not be allowed to be removed till further orders of this Hon'ble Court. A copy of the affidavit dated 23.11.2017 is appended herewith as **Annexure P-56**. The said writ petition has now been dismissed by this Hon'ble Court.

38. That the petitioner, as stated above, is Treasurer of a Stone Crusher being run in the name and style of M/s Lord Shiva Gram Udyog Mandal and was aggrieved by certain actions and inactions on the part of the Department of Mines and Geology, Haryana and Haryana State Pollution Control Board and filed CWP No. 26694 of 2017. This Hon'ble Court was pleased to issue notice of motion in the said writ petition and was further pleased to issue similar directions rendered in CWP No. 26094 of 2017. A copy of the order dated 22.11.2017 passed by this Hon'ble Court in CWP No. 26694 of 2017 is appended herewith as **Annexure P-57**. It is submitted that the petitioner has also filed COCP No. 46 of 2018 titled as Rakesh Dalal vs. Sanjay Joon and others, which has been ordered to be heard along with CWP No. 26094 of 2017. It is submitted that CWP No.

26694 of 2017 and COCP No. 46 of 2018 have been dismissed by this Hon'ble Court.

39. That the State of Haryana filed reply to the writ petition by way of short affidavit of Sh. Sanjay Doon, Special Secretary to Government of Haryana and Director, Mines and Geology, Haryana concealing all the material facts from this Hon'ble Court in order to shield the respondent No. 8. The documents annexed hereinabove as Annexure P-28 to P-34 and Annexure P-37 to P-52 were also annexed with the short reply by the State of Haryana. A copy of the reply dated 07.12.2017 is appended herewith as **Annexure P-58**.
40. That the Digital Survey Report of Dadam Stone Mines and the Topographical Survey/Contour Plan thereof would establish that the respondent Nos. 8 to 10 in connivance with the official respondents have executed the mining operations by flouting all the Norms, Rules and Regulations applicable thereto. The report would establish that the respondent Nos. 8 to 10 have disturbed the ecological balance by ignoring the Water Table and the other Norms, which has resulted in great disturbance to the ecological balance.
41. That it is also apparent from the Digital Survey Report and the photographs appended herewith that the respondent Nos. 8 to 10, in connivance with the official respondents, did not take any precaution against noise and dust pollution. As a matter of fact, it has been observed that the precautions have been found unsatisfactorily to compare conditions mentioned in the approved Mining Plan. Thus, the respondent Nos. 8 to 10, in league with the official

respondents, have polluted the environment for their own benefit and as such they are liable to be proceeded against.

42. That the respondent No. 8 was indulging in excessive mining from day one of the starting of the mining operations however, all the officers of the Department of Mines and Geology, Haryana were in league with the respondent No. 8 and as such no action was taken for excessive mining in violation of the Mining Plan. It appears that various complaints were made to the Department of Mines and Geology but no action was taken for apparent reason. Constrained under these circumstances, the villagers approached the Member of Parliament from Bhiwani-Mahendergarh Constituency of Haryana informing him about excessive and illegal mining by the respondent No. 8. Sh. Dharambir, MP, Bhiwani-Mahendergarh Constituency, by way of letter dated 18.05.2016 informed the Chief Minister, Haryana, the then Additional Chief Secretary, Mines and Geology Department, Haryana that the Contactor i.e. respondent No. 8 that dispatches around 1700-1900 overloaded vehicles weighing more than 40 Tons but the same is shown within the allowed weight by the respondent No. 8. It was also informed that royalty for blue minor mineral is Rs. 320/- per Ton whereas the Contractor is paying only Rs. 220/- per ton which is causing a daily loss of Rs.7.2 Crores to the State Exchequer. Sh. Dharambir requested the Chief Minister, Haryana and the then Additional Chief Secretary, Mines and Geology Department, Haryana to enquire into the matter immediately. It is submitted that a copy of the letter dated 18.05.2016 is annexed as

Annexure P-59. However, no action was taken by the Chief Minister, Haryana in pursuance of the request of a sitting Member of Parliament, which shows that the entire State Machinery was involved in the present scam.

43. That it is apparent from the facts state hereinabove that the official respondents had acceded to the request of the respondent No. 8 in an absolute illegal and arbitrary manner keeping all the relevant provisions of law at bay. The official respondents were, since inception, aware that the Mining Lease Rights could not have been transferred in favour of respondent No. 8 as there was no provision for the same. The official respondents were well aware of the fact that the lease could have been granted one of the 21 pre-qualified Mining Agencies, which had participated in the auction process. However, the Mining Lease rights were transferred in favour of the respondent No. 8 only on his one request dated 14.05.2015 (Annexure P-10) in order to bestow illegal benefits upon the respondent No. 8.
44. That the connivance of the official-respondents with the respondent No. 8 is apparent from the contents of the notings, which were initiated in pursuance of the request for refund of the amount deposited at the time of auction by M/s KJSL-Sunder (JV). The Assistant Mining Engineer, apparently on the directions of the official respondents including the Chief Minister, Haryana, concluded that the request made by M/s Karamjeet Singh & Co. Ltd. could not be accepted as the same was not made by the M/s KJSL-Sunder (JV). The said conclusion was reached only in view of the representation dated 14.05.2015 made by the respondent No. 8 through Sh.

Naveen Goyal, Partner, M/s KJSL-Sunder (JV). The Assistant Mining Engineer, on the pretext overall interest of the State, concluded that the request of one partner can be accepted even if one of the partner of the consortium wants to rescind the contract and other is willing to operate the mines. Thus, it is clear that the official-respondents were in league with the respondent No. 8 from the very beginning and were inclined to transfer the lease rights in its favour despite there being no provision.

45. That the respondents could not anticipate that the action, apparently illegal and arbitrary, can be challenged in the Court of law and hence had acted in haste to transfer the Mining Lease/Rights in favour of the respondent No. 8. However, filing of the writ petition being CWP No. 9419 of 2016 titled Ved Pal Tanwar and another vs. State of Haryana and others turned the table and there was no defence available with the State Government to justify their action. The writ petition was listed before this Hon'ble Court on 13.05.2016 and the notice of motion was issued for 17.08.2016. It appears that initially, in order to avoid to file reply on merits to the averments made in the writ petition, the State Government, very cleverly, opted to issue notice to the respondent No. 8 for withdrawal of the letter dated 17.06.2015 whereby the transfer of 510/0 share of Karamjeet Singh & Co. Ltd. was permitted in favour of the respondent No. 8. However, after issuance of the notice dated 09.08.2016, the State Government filed written statement dated 16.08.2016 to the writ petition referring to issuance of letter dated 09.08.2016. A perusal of the written statement would establish that the State

Government avoided specific replies to the averments made in the writ petition. From the contents of the letter dated 09.08.20-16 (Annexure P-21), it is evident that the State Government had taken a somersault regarding legality of the transfer of share. It is submitted that the letter dated 09.08.2016 was issued only to wriggle out of the illegality committed by the State Government for extending illegal benefits to the respondent No. 8. Ultimately, the State Government withdrew the permission granted for transfer of Mining Lease/share of 51% of M/s Karamjeet Singh & Co. Ltd. in favour of 49% partner i.e. the respondent No. 8 with immediate effect on the same grounds, which were raised before this Hon'ble Court.

46. That the official-respondents have allowed the respondent No. 8 to extract minor minerals in absolute violation of the Mining Plan despite the fact that the Hon'ble Supreme Court had issued categorical directions to continue with mining operations in accordance with the Mining Plan and to ensure that the dead rent or royalty is paid till 30.11.2017 regardless of whether it ceases its mining operations before that date or not. However, the photographs placed on record would show that the respondent No. 8, after 11.08.2017, has indulged in massive mining apparently far in excess to the limits and norms imposed in terms of the Mining Plan. However, the State Government has again come to rescue of the respondent No. 8 stating that the material shown in the photographs belongs to certain Stone Crusher Units and not to the respondent No. 8. However, the State Government did not produce any record in order to prove

the averment. It is submitted that the contention raised by the State Government is apparently false insomuch as the Stone Crusher Units are not allowed to store raw material, within the said premises at any given point of time, which is equal to more than 30 days installed crushing capacity of the Unit, which is provided under Rule 81(4) of 2012 Rules. Moreover, the Government of Haryana has issued notification dated 11.05.2016 whereunder it has been provided that every new Stone Crushing Unit whether in the notified zone or outside, must possess and operate in a minimum area of one acre of land (Crushing Capacity upto 10000 cubic feet per day with one set of machinery) and 1.5 acre of land (crushing capacity more than 10000 cubic feet per day or with more than one set of machinery). In the present case, no data has been provided by the Government to establish as to whether the Stone Crushers, which are alleged to have stocked the material, are even entitled to retain such huge amount of raw material. Thus also, it is apparent that the State Government is totally in league with the respondent No. 8 and as such a thorough probe is required to be conducted to establish the loss caused to the State Exchequer and the role of the Government Officials therein.

47. That though the petitioner has been able to establish on record that the respondent No. 8 has intersected the water table and has gone much deeper than the permitted limit in contravention of the Mining Plan yet the warrant officials have not even admitted that fact. The Topographical Survey/Contour Plan (Annexure P-36) would show at Places "A & B" in yellow colour, which are at

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approximately 129m. MRL and 147m. MRL, that the respondent No. 8 has dug the pit beyond water table. As per the Mining Plan, the respondent No. 8, after completion of two years of the mining operations, was supposed to reach level of 219 meter only and was not permitted to go beyond that level. However, the Contour Plan establishes the misdeeds of the respondents in allowing the private respondent No. 8 to execute the mining operations at his own will in derogation of all the applicable laws. The Assistant Mining Engineer, in the meeting dated 08.11.2017 has informed the Chief Secretary, Haryana and other officers that the Water Table has not been intersected despite the fact that the report (Annexure P-35) and the Contour Plan (Annexure P-36) were in existence by that time.

48. That the State Government has even gone to the extent of forging documents to show that the respondent No. 8 had extracted the material within the prescribed limit. As a matter of fact, the data pertaining to production/dispatch of stone filed of the State Government with the reply in CWP No. 26694 of 2017 and the tax liabilities of the respondent No. 8 assessed by the Tax Authorities would show that one of them is wrong. It is the case of the State of Haryana that the respondent No. 8 from 01.07.2017 to 22.11.2017 has dispatched a quantity of 5001119 MT of the minor minerals. The royalty per metric ton is Rs.240/-with 5%GST to be paid by the purchaser. In this manner, the respondent No. 8 has sold material worth Rs.120,02,68,560/- approximately and 5% GST on this amount would be Rs.6,00,13,428/- whereas the Excise and

Taxation Commissioner, Haryana, vide letter dated 25.11.2017 that the liability of GST towards the respondent No. 8 from 01.07.2017 to 30.11.2017 is Rs.8,62,50,000/- (Rs. Eight Crore Sixty Two Lacs Fifty thousand only), which is more than 33% of the liability assessed by the Mining Department. Thus, it is apparent that the respondent No. 8 has been allowed to be indulged in excessive mining by the Government officials and the actual facts have been concealed in order to mislead this Hon'ble Court.

49. That though the Deputy Commissioner, Bhiwani, Assistant Mining Engineer and Deputy Excise and Taxation Commissioner, Bhiwani have been sending their reports to the Directors, Mines and Geology but no reference to the mineral stored by the respondent No. 8 has been made in all the reports. This shows that not only the officers of the Mining Department, but all the officers of other departments as well as have been helping the respondent No. 8 for getting illegal gratification. Thus also, the meticulous investigation is required by an independent agency so as to unearthed the involvement of all the persons in the present scam.
50. That it is submitted that the entire State machinery was involved in permitting the respondent No. 8 to 10 for illegal mining in absolute violation of the mining plan and the laws applicable thereto. A perusal of the letter written by the present Member Parliament to the Chief Minister, Haryana would show that the State Government was well aware of the misdeeds of the respondent Nos. 8 to 10 but no action was taken. Moreover, the manner, in which the

Chief Minister, Haryana had allowed the share of majority partner in favour of the minority partner i.e. the respondent No. 8, establish that the Chief Minister, Haryana is also involved in the present scam and as such has been impleaded in the present writ petition in personal capacity. It is submitted that it is a case where all the departments i.e. Mines and Geology, Pollution Control Board and Tax Department were made palsy in order to allow the respondent Nos. 8 to 10 illegal and unauthorized mining. It is also evident from the fact that the government officials have also received illegal gratification for allowing the respondent is 8 to 10 to continue mining operations in such a fashion that it will cause loss to State Exchequer,

51. That it is submitted that the petitioner has been able to establish that the official respondents were in league with the respondent Nos. 8 to 10 in operating the mines in absolutely illegal manner, which has caused huge loss to the State exchequer and as such all the Government officials, who are instrumental in the present scam, along with the respondent Nos. 8 to 10 are liable to be prosecuted for their illegal acts causing loss to the State exchequer.
52. That it is submitted that the investigation is required to be conducted by an independent agency inasmuch as the entire State Machinery and Senior Officers are involved in the present case, which resulted in bungling of more than Rs.3,000/- Crores which is a direct loss to the State Exchequer. The respondents cannot be allowed to pocket the illegal benefits which have resulted out of sale of minor minerals, which are part of National Resources.

- 53. That it is submitted that mineral stored by the respondent No. 8 as shown in the photographs is being lifted by them despite clear directions by this Hon'ble Court and as such the same is required to be stopped. It is submitted that the stocks of minor minerals would establish the misdeeds of the respondents. Therefore, it would be in the interest of justice that the respondents are forthwith stopped from lifting the material on any pretext.
- 54. That it is submitted that the petitioner cannot make any representation to the Central Bureau of Investigation insomuch as it has no direct jurisdiction over the respondent Nos. 2 to 10 to register a case and investigate the matter except for the directions issued by this Hon'ble Court in this regard.
- 55. That following questions of law arise in the present writ petition for the kind consideration of this Hon'ble Court: -
 - a. Whether the respondents are liable to be prosecuted for indulging in illegal activities for causing loss to the State Exchequer for their own benefit?
 - b. Whether the official respondents could have allowed the respondent Nos. 8 to 10 to continue mining activities in gross violation of the Mining Plan and the directions issued by the Hon'ble Supreme Court of India?
 - c. Whether the grave and manifest injustice has been caused to the petitioner and the other residents of the State of Haryana?
 - d. Whether the respondents can be allowed to usurp the public money in the manner stated herein above that too to the tune of approximately Rs. 3000 Crores?

56. That the petitioner has no other alternative remedy of appeal or revision against the impugned order except to approach this Hon'ble Court under Articles 226/227 of the Constitution of India.
57. That no such or similar writ petition has been filed by the petitioner either in this Hon'ble Court or in the Hon'ble Supreme Court of India except CWP (PIL) No. 5601 of 2018 titled Rakesh Dalal Versus State of Haryana and others, which has been allowed to be withdrawn with liberty to file it afresh on the same cause of action with better particulars vide order dated 26.03.2018 and a copy thereof is annexed herewith as **Annexure P-60**.

PRAYER: -

It is, therefore, respectfully prayed that the relevant records of the case may kindly be summoned and after perusal thereof, this Hon'ble Court may kindly be pleased to:

- i) issue an appropriate writ, order or direction especially in the nature of Mandamus thereby commanding the Central Bureau of Investigation, Sector 30, Chandigarh for registration of a case against Sunder Marketing Associates and its Directors and Partners and the Government Officers for causing environmental pollution and disturbance of ecological balance as well as causing loss of more than Rs. 3000/- Crores to the State Exchequer by indulging in illegal activities with further directions to conduct fair and impartial investigation so as to elicit the truth, in the interest of justice and equity;
- ii) issue an appropriate writ, order or direction especially in the nature of Mandamus thereby directing the official-

respondents to stop lifting of the material, as shown in the photographs, by the respondent No. 8 insomuch as the minor minerals are National Resources and the respondents cannot be allowed to usurp the same in an absolutely illegal and arbitrary manner;

- iii) issue any other writ, order or direction which it may deem fit and appropriate in the peculiar facts and circumstances of the present case;
- iv) dispense with filing of certified copies of the documents annexed herewith;
- v) dispense with service of advance notice upon the respondents;
- vi) permit the petitioner to place on record the photocopies of the documents annexed herewith;
- vii) permit the petitioner to place on record the true typed relevant extract of the documents annexed with the petition;
- viii) allow this Writ Petition with costs in favour of the petitioner and against the respondents.

Place: Chandigarh

Petitioner

Dated: 04.04.2018

(Rakesh Dalal)

Through: -

(Manjeet Singh) (Ranvijay Singh)

P-185/1999 P-4116/2016

Advocates

Counsel for the Petitioner

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Verification:-

Verified that the contents of Para Nos. 1 to 54 and 56 and 57 of the Writ Petition are true and correct to my knowledge whereas the contents of Para No. 55 of the Writ Petition are based on legal advice of the Counsel and believed to be true and correct. No part of it is false and nothing has been concealed therein.

Place: Chandigarh

Petitioner

Dated: 04.04.2018

(Rakesh Dalal)

IN THE HON'BLE HIGH COURT OF PUNJAB AND
HARYANA AT CHANDIGARH
CWP (PIL) No.9002 of 2018

Rakesh Dalai ... Petitioner
Versus
State of Haryana and others .. Respondent

Affidavit of Rakesh Dalal, aged 42 years, son of Sh. Bir Singh Dalal resident of H. No. 111, Lajpat Nagar, Hisar, District Hisar.

I, the above named deponent, do hereby solemnly affirm and declare as under on oath:-

1. That the deponent is filing the accompanying writ petition in public interest and the grounds thereof may be read as a part and parcel of this affidavit for the sake of brevity.
2. That the deponent has no other alternative remedy of appeal or revision except to approach this Hon'ble Court under Articles 226/227 of the Constitution of India.
3. That the deponent has not filed any such or similar petition either in this Hon'ble Court or in the Hon'ble Supreme Court of India except CWP (PIL) No. 5601 of 2018 titled Rakesh Dalal Versus State of Haryana and others, which has been allowed to be withdrawn with liberty to file it afresh on the same cause of action with better particulars.

Place: Chandigarh
Dated: 04.04.2018

Petitioner
(Rakesh Dalal)

Verification:-

Verified that the contents of my aforesaid affidavit from Para Nos. 1 to 3 are true and correct to my own knowledge. No part thereof is false and nothing has been kept concealed therein.

Place: Chandigarh
Dated: 04.04.2018

Petitioner
(Rakesh Dalal)

//TRUE TYPED COPY//

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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Civil Writ Petition No.9002 of 2018

Rakesh Dalal vs. State of Haryana and others

Present: Mr. Manjeet Singh, Advocate
for the petitioner.

Office to tag the records of CWP Nos.2599 of 2014, 16735 &
9419 of 2016.

To come up on 30.04.2018.

(AJAY KUMAR MITTAL)
JUDGE

(ANUPINDER SINGH GREWAL)
JUDGE

April 16, 2018
sonia gugnani

// TRUE COPY //

ANNEXURE A-4
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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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Civil Writ Petition No.9002 of 2018

Rakesh Dalal vs. State of Haryana and others

Present: Mr. Manjeet Singh, Advocate
for the petitioner.

At request, adjourned to 17.05.2018.

(AJAY KUMAR MITTAL)
JUDGE

April 30, 2018
sonia gugnani

(ANUPINDER SINGH GREWAL)
JUDGE

// TRUE COPY //

ANNEXURE A-5
75

Sr. No.113

CWP No.9002 of 2018

Rakesh Dalal

Vs.

State of Haryana and others

Present: Mr. Manjeet Singh, Advocate,
for the petitioner.

At the request of counsel for the petitioner, adjourned
to 13.07.2018.

**(AJAY KUMAR MITTAL)
ACTING CHIEF JUSTICE**

17.05.2018
vandana

**(TEJINDER SINGH DHINDSA)
JUDGE**

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ANNEXURE A-6

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111 CWP-9002-2018

RAKESH DALAL VS STATE OF HARYANA AND ORS

Present: Mr. Sushil K. Sharma, Advocate, for
Mr. Manjeet Singh, Advocate
for the petitioner.

An adjournment is being sought on the ground that the arguing
counsel for the petitioner is out of station.

Adjourned to 20.9.2018.

(KRISHNA MURARI)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

July 13, 2018
AK Sharma

// TRUE COPY //

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-9002-2018 (O&M)

Date of decision:- 20.09.2018

Rakesh Dalal

...Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE KRISHNA MURARI, CHIEF JUSTICE
HON'BLE MR. JUSTICE ARUN PALLI

Present:- Mr. Manjeet Singh, Advocate,
for the petitioner.

* * * * *

KRISHNA MURARI, C.J. (ORAL)

Having argued the matter at some length, learned counsel for the petitioner submits that he be permitted to withdraw the petition so as to enable the petitioner to move the respondent-authorities in the first instance as regards the grievances he has raised in this petition. He submits that a comprehensive representation in this regard shall be filed within a period of two weeks from today and the respondent-authorities be directed that in the event any such representation is made, the same shall be decided expeditiously.

- 2. Dismissed as withdrawn with the liberty prayed for.
- 3. We are sanguine that if the petitioner indeed moves the respondent-authorities and files the representation, the same shall be considered and dealt with by the competent authority in accordance with law and appropriate orders thereupon shall be passed as expeditiously as possible.

(KRISHNA MURARI)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

20.09.2018
Amogh

// TRUE COPY //

whether speaking/reasoned	Yes/No
whether reportable	Yes/No

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-2599-2014

Date of decision:- 4th March, 2015

M/s KJSL – Sunder (JV) and others

...Petitioners

versus

State of Haryana and others

...Respondents

CWP-26454-2014

Shiva Corporation (India) Ltd.

...Petitioner

versus

The State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, ACTING CHIEF JUSTICE
HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

1. Whether reporters of local papers may be allowed to see the judgement?
2. Whether to be referred to the reporters or not?
3. Whether the judgement should be reported in the digest?

Present: Mr. Ashwani Kumar Chopra, Senior Advocate,
with Mr. Prateek Sodhi, Advocate,
for the petitioners in CWP-2599-2014.

Mr. Akshay Bhan, Sr. Advocate with
Mr. Alok Mittal, Advocate,
for the petitioner in CWP-26454-2014.

Mr. Amar Vivek, Additional Advocate General, Haryana.

Mr. Kamal Sehgal, Advocate,
for respondent No. 3-HSIIDC.

* * * *

S.J. VAZIFDAR, ACTING CHIEF JUSTICE

The petitioners seek an order quashing the grant of a mining lease in favour of respondent No. 3 – Haryana State Industrial and Infrastructure Development Corporation (HSIIDC) a public sector undertaking under the

*For Subsequent orders see CM-3966-CWP-2015 Decided by HON'BLE MR. JUSTICE S.J. VAZIFDAR;
HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH*

control and management of respondent No. 1 – State of Haryana. Respondent No. 2 is the Director, Mines and Geology, Haryana.

The petitioners also seek a writ of mandamus directing respondent Nos. 1 and 2 to rescind the auction of twelve stone mines held on 31.12.2013 and to re-conduct the auction alongwith an auction of the mine at Khanak the mining rights whereof were granted in favour of the HSIIDC.

2. The case in nut-shell is this. A Letter of Intent was issued by respondent No.2-Director, Department of Mines & Geology, Haryana in favour of the petitioners accepting the petitioners' bid of ₹ 1.15 crores per annum entitling the petitioners to undertake the mining in respect of an area of 55.50 hectares. A lease in this regard was executed for a period of 10 years for an amount of ₹ 1.15 Crores per annum as the annual dead rent which was to be increased at 25% on completion of each block of three years. At the same time, respondent No.1 granted a similar lease in respect of a different area to HSIIDC at a negligible amount. The petitioners' grievance is that the lease in favour of HSIIDC was not disclosed. The failure to disclose the lease in favour of HSIIDC has seriously prejudiced the petitioners as well as all other parties. Having been granted the lease at a negligible price to the HSIIDC would be an unfair advantage as the private parties such as the petitioners would not be able to compete with the rates that the HSIIDC would offer for the sale of the same minerals. The lease in favour of the HSIIDC is challenged on various grounds, some of which are as follows:-

The lease was contrary to the provisions of Section 17-A(2) of the Mines and Minerals (Development and Regulation) Act, 1957 and Rule 9 of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012. HSIIDC was not qualified to operate

the mines. The purpose of granting the lease in favour of the HSIIDC at a negligible price was to enable back door entry to third parties by HSIIDC entering into sub-contracts with them.

3. We have rejected all the contentions. As regards the contention based on the failure to disclose at the relevant time the lease in favour of the HSIIDC, we have held that the same would at the highest only entitle the petitioners to rescind the contract entered into by them with respondent No.1 and would not entitle them to have the lease granted by respondent No.1 in favour of the HSIIDC annulled. It was not necessary for us to consider in these writ petitions the effect of the petitioners rescinding the contract in the event of their deciding to do so as Mr. Amar Vivek, learned counsel appearing on behalf of respondent No. 1 stated that in that event the State of Haryana would refund the entire amount paid by the petitioners without imposing any penalty for non-compliance with the contractual obligations. We have also granted the petitioners liberty in that event to adopt appropriate proceedings for the purpose of recovering any further amount by way of damages, compensation or otherwise on account of the action impugned in these writ petitions.

4. The Mines and Geology Department of respondent No. 1 invited proposals for pre-qualification of mining agencies in respect of mines at three different locations. Clause 9 indicates that there would be competitive bidding among the pre-qualified candidates. Clauses 5(i), (iv) and (v) of the notice read as under:-

"5. Proposed Approach:

It is proposed that in so far as mining of Minor Minerals in the Aravalli ranges is concerned:

(i) The state would initiate steps for identification of areas that could be reserved for mining in the long run and so notified. Out of such areas

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reserved for mining, leases are proposed to be granted over consolidated larger blocks rather than spreading it thinly in the districts of Rewari, Mohindergarh and Bhiwani (Dadri Sub-division) districts. The grant of leases in Tosham sub-division of Bhiwani district is incumbent upon the settlement of a legal challenge currently pending adjudication in the Hon'ble High Court. The mining areas in the Districts of Faridabad, Gurgaon and Mewat, will be considered for grant of leases only after the current legal challenges are settled by the Hon'ble Supreme Court of India;

(iv) Since carrying out mining in a scientific & systematic manner is at the core of the whole issue, it has been considered important to pre-qualify the agencies with established credentials that are competent to undertake mining in the intended manner. The pre-qualification of agencies would be done in a transparent manner, in accordance with a pre-determined criteria, after inviting Technical Proposals from interested national/international agencies. The proposed method would ensure that technically competent operating agencies with established credentials in scientific mining and experience/track record in observance of environmental safeguards and in undertaking rehabilitation measures are short-listed to participate in the auction/bid process;

*(v) Each of the mining sites would, thereafter, be put to auction/competitive bids, limited to the pre-qualified agencies, and the highest bidder would be considered for grant of the lease concessions. **The state government reserves the right to open these areas to unrestricted open auctions in case the response to this EoI is not found to be sufficient.***

Clause 5(i) referred to a lease at Tosham sub-division of Bhiwani district and the pending litigation in respect thereof. The litigation involving two rounds concerned a challenge to the cancellation of mining leases. The Division Bench observed that the lease period having expired in the year 2009 no relief could be granted. The petitioners therein were accordingly relegated to proceedings for damages.

5 (A) The petitioners submitted their bid in respect of the mines at Dadri Sub-Division. The lease period in respect of the various locations within the district varied from 10 years to 18 years. A list of 21 bidders including the petitioners who had pre-qualified for participation in the auction was notified.

(B) On 30.11.2013, respondent No. 1 notified that the minor mineral mines of 'Stone alongwith Associated minor minerals' of the districts Bhiwani and Mahendergarh and slate stone mine of district Rewari would be put to auction for grant of mining leases on 30.12.2013 at 11.00 A.M. The auction was restricted to the agencies who had pre-qualified.

(C) Accordingly, on 30.12.2013, the auction was held. On 03.01.2014, a letter of intent was issued by respondent No. 2 - Director, Department of Mines & Geology, Haryana in favour of the petitioners stating that the petitioners' bid of ₹ 1.15 crores per annum being the highest was accepted by respondent No. 1 under the provisions of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 (hereinafter referred to as the said Rules). The letter of intent was in respect of the quarries at Dadam in Bhiwani district. The lease was in respect of an area of 55.50 hectares. Clauses 3(i), (iii) and (iv) of the letter of intent dated 03.01.2014 stated that the period of the lease was 10 years and that the bid of ₹ 1.15 crores was to be the annual dead rent which was to be increased at 25% on completion of each block of three years. Clause 3(v) stipulated a security deposit of 25%.

6. The petitioners claim to have learnt on 06.01.2014 about the first respondent's impugned action of granting mining rights in favour of the HSIIDC at village Khanak, Tehsil Tosham, District Bhiwani for a negligible amount. The petitioners came to know this from a notice inviting bid documents issued by the

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HSI IDC for the engagement of a consultant for the preparation of the mining plan and obtaining environmental clearance and related consents for the mining project of the HSI IDC at the said location. The petitioners' grievance is that the fact regarding the lease in favour of HSI IDC was not disclosed. This grievance is, however, redressed by a statement on behalf of respondent No.1 that it would permit the petitioners to have their said contract annulled and would return the amounts paid by them without any penal consequences.

7. The facts regarding the impugned lease in HSI IDC's favour are these:-

(A) We had referred earlier to the notice dated 30.11.2013 issued by respondent No. 1 informing that the auction would be held for the minor minerals mentioned therein. On the same day, respondent No. 1 had also decided to sanction a mining lease over an area of 258.30 hectares for a period of 20 years in favour of the HSI IDC in exercise of its powers under Rule 118 of the said Rules. This is so stated in the letter dated 30.11.2013 paragraph 2 whereof reads as under:-

"2. Accordingly, in exercise of powers vesting in the State as per provisions of Rules 118 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Mineral & Prevention of Illegal Mining Rules, 2012", the State Government has accorded sanction of the mining lease over an area of 258.30 hectare situated over Khasra No. 274 min & 275 min in village Khank, Tehsil Tosham, District Bhiwani, for a period of 20 years in favour of the HSI IDC."

The petitioners' grievance is that the fact regarding the lease in favour of HSI IDC was not disclosed even in the notice dated 30.11.2013 regarding the auction pursuant to which the petitioners had submitted their bid.

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(B) Further, as noted earlier, on 03.01.2014, respondent No. 2 issued the letter of intent in favour of the petitioners. On the same day, respondent No. 2 addressed a letter to the Managing Director, HSIIDC granting a mining lease in the said area. Paragraphs 2, (i), (ii), (vii) and (viii) of the said letter read as under:-

"2. In exercise of powers vesting in the State as per provisions of Rules 118 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Mineral & Prevention of Illegal Mining Rules, 2012", the State Government has already decided to sanction/grant of the said mining lease in favour of the HSIIDC, a State government undertaking. Accordingly, the Department is pleaded to issue this "Letter of Intent" (LoI) for grant of mining lease in favour of HSIIDC over an area of 258.30 hectares, situated over Khasra No. 274 min & 275 min, in village Khanak, Tehsil Tosham, District Bhiwani, for a period of 20 years subject to the following terms and conditions:-

(i) The period of lease shall be 20 years and the same shall commence with effect from the date of grant of environmental clearance by competent authority or on expiry of a period of 12 months from the date of this communication of acceptance of highest bid/issuance of "Letter of Intent", which ever is earlier;

(ii) The "Annual Dead Rent" shall be as per the rates prescribed in the Second Schedule of the State Rules and shall be payable by you in the manner prescribed in the lease deed/agreement to be executed on form ML-1 appended to the said State Rules;

(vii) You shall be liable to pay the dead rent or the royalty in respect of each of the minor minerals extracted or removed or consumed by you or by your agent, manager, employee etc., whichever is higher. The royalty shall be payable at the rates prescribed in the First Schedule appended to the State Rules, as may be revised by the State Government from time to time.

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(viii) You shall also deposit/pay an additional amount equal to 10% of the due Dead Rent/Royalty, whichever is higher, along with the monthly installments towards the 'Mines and Minerals, Development, Restoration and Rehabilitation Fund'."

It was stated that the royalty payable by HSIIDC was a meager ₹ 1,00,000/- per hectare. We proceed on the basis that the consideration payable by the HSIIDC for the mining lease granted in its favour is negligible. In fact, by a letter dated 28.01.2014, the HSIIDC requested further concessions including waiving the condition of solvent surety/bank guarantee and the condition of deposit of the dead rent in advance at monthly intervals.

The petitioners' grievance is that even when the LOI was issued in their favour, they were not informed of the grant of the said lease in favour of the HSIIDC.

8. As rightly pointed out by Mr. Ashwani Kumar Chopra, the learned senior counsel appearing on behalf of the petitioners in CWP-2599-2014, the proposal to grant the lease in favour of the HSIIDC was considered even before 30.11.2013. Respondent No. 2 – Director, Mines and Geology, Haryana by the said letter dated 30.11.2013 informed the Managing Director of the HSIIDC that the state government had decided to operate the said mines through its public undertaking, namely, the HSIIDC and that the decision had been taken in the over all interest of the State. It is obvious that the state government had considered the possibility of doing so prior to 30.11.2013, for a decision of this nature could not have been taken on the same day. It is reasonable to presume that the proposal was discussed much before that day. Mr. Chopra, submitted that even if the state government was contemplating such a course of action it ought to have informed the bidders of the same to enable them to take an informed decision as to whether they should bid at the auction and if so to

determine the bid amount.

9. On merits, therefore, the petitioners' grievance is that at the material time, namely, when the notice of the open auction was issued and when the letter of intent was granted in their favour, namely, on 30.11.2013 and 03.01.2014 respectively, the respondents had already decided to grant the lease in favour of the HSIIDC at a negligible amount; that the decision to grant the lease in favour of the HSIIDC was a vital and material fact which ought to have been disclosed to all the bidders to have enabled them to take an informed decision whether or not to bid at the open auction or as regards the quantum of the bid.

10. We will deal with the effect of the respondents' failure to disclose these facts later.

11. It would be convenient to preface the consideration of the rival submissions with a reference to the relevant provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (hereinafter referred to as the said Act) and the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 (hereinafter referred to as the said Rules).

12. (A) The relevant provisions of the said Act are as under:-

"3. Definitions.—In this Act, unless the context otherwise requires:—

(a) "minerals" includes all minerals except mineral oils;

(b) "mineral oils" includes natural gas and petroleum;

(e) "minor minerals" means building stones, gravel, ordinary clay, ordinary sand other than sand used for prescribed purposes, and any other mineral which the Central Government may, by notification

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in the Official Gazette, declare to be a minor mineral.

14. Sections 5 to 13 not to apply to minor minerals.—The provisions of Sections 5 to 13 (inclusive) shall not apply to quarry leases, mining leases or other mineral concessions] in respect of minor minerals.

15. Power of State Governments to make rules in respect of minor minerals.—(1) The State Government may, by notification in the Official Gazette, make rules for regulating the grant of quarry leases, mining leases or other mineral concessions in respect of minor minerals and for purposes connected therewith.

(1-A) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(3) The holder of a mining lease or any other mineral concession granted under any rule made under sub-section (1) shall pay royalty or dead rent, whichever is more in respect of minor minerals removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee at the rate prescribed for the time being in the rules framed by the State Government in respect of minor minerals:

Provided that the State Government shall not enhance the rate of royalty or dead rent, whichever is more] in respect of any minor mineral for more than once during any period of three years.

17-A. Reservation of area for purposes of conservation.—(1) The Central Government, with a view to conserving any mineral and after consultation with the State Government, may reserve any area not already held under any prospecting licence or mining lease and, where it proposes to do so, it shall, by notification in the Official Gazette, specify the boundaries of such area and the mineral or minerals in respect of which such area will be reserved.

(1-A) The Central Government may in consultation with the State Government, reserve any area not

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already held under any prospecting licence or mining lease, for undertaking prospecting or mining operations through a Government company or corporation owned or controlled by it, and where it proposes to do so, it shall, by notification in the Official Gazette, specify the boundaries of such area and the mineral or minerals in respect of which such area will be reserved.]

(2) The State Government may, with the approval of the Central Government, reserve any area not already held under any prospecting licence or mining lease, for undertaking prospecting or mining operations through a Government company or corporation owned or controlled by it and where it proposes to do so, it shall, by notification in the Official Gazette, specify the boundaries of such area and the mineral or minerals in respect of which such areas will be reserved.

(3) Where in exercise of the powers conferred by sub-section (1-A) or sub-section (2) the Central Government or the State Government as the case may be] undertakes prospecting or mining operations in any area in which the minerals vest in a private person, it shall be liable, to pay prospecting fee, royalty, surface rent or dead rent, as the case may be, from time to time at the same rate at which it would have been payable under this Act if such prospecting or mining operations had been undertaken by a private person under prospecting licence or mining lease."

(B) The relevant Rules are as under:-

"9. (1) Any minor mineral deposits, where the government decides such areas to be operated under a lease, may be granted on mining lease for a period not less than 10 years but not exceeding 20 years following a competitive bid process as provided under Chapter 7 of these rules:

Provided that the Government may, wherever it deems necessary, pre-qualify the bidders, with the pre-qualification criteria determined upfront, by inviting expressions of interest through a public notice, and limit the bidding process among such pre-qualified bidders.

(2) In case the Government accepts the bid, the payment of earnest money, initial bid security,

security and advance instalment shall be made in accordance with the provisions contained in Chapter 7 of these rules.

(3) The highest bid received shall become the 'annual dead rent' amount payable by the lessee. The rate of annual dead rent initially determined on the basis of competitive bids/ auctions shall be increased @ 25% on completion of each block of three years.

Explanation: If the initially determined amount of annual dead rent is Rs. 100/-, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.

(4) A lease deed shall be executed by the successful bidder with the Director or an officer authorized in this behalf in the prescribed Form ML-1, appended hereto, within the period as prescribed under rule 21 of these rules.

(5) The lessee shall pay royalty in respect of each of the minor minerals extracted or removed or consumed by him or by his agent, manager, employee etc. The royalty shall be payable at the rates prescribed in the First Schedule appended to these rules.

118. The Government may, for reasons to be recorded in writing, relax any provision of these rules in cases where any mineral concession is granted to any Government department or to a statutory authority set up by the State Government, or a company or a corporation wholly owned or controlled by the State or Central Government."

13(A). Mr. Chopra, challenged the grant of the lease/mining rights by respondent No. 1 in favour of the HSIIDC on the following grounds:-

- (i) The lease/mining rights granted in favour of the HSIIDC is illegal being contrary to Rule 9.
- (ii) The lease/mining rights granted in favour of the HSIIDC is illegal being contrary to Section 17-A (2) of the said Act.
- (iii) The grant of the lease to the HSIIDC being virtually free is

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arbitrary and discriminatory.

- (iv) The HSIIDC is not qualified to operate the mines granted by the said lease.
- (v) The respondents failed and neglected to disclose the decision to grant and the grant of the said lease/mining rights to the HSIIDC to the other bidders including the petitioners.
- (vi) The lease in favour of HSIIDC is mala-fide only to enable other private parties to operate the mines by HSIIDC entering into sub-contracts with them.

In the alternative, Mr. Chopra contended that the petitioners ought to be permitted to rescind the contract and be refunded the amount paid by them thereunder with interest.

(B) Mr. Alok Mittal, the learned counsel appearing on behalf of the petitioner in CWP-26454-2014 adopted Mr. Chopra's arguments. In addition thereto, Mr. Mittal, contended that even assuming that respondent No. 1 is entitled to grant the HSIIDC the lease/mining rights under Rule 118 of the Rules, the grant is contrary to the Rules, as it failed to record the reasons in writing for the same. He further submitted that the grant of mining rights is vitiated on account of the clarifications issued by respondent Nos. 1 and 2 at the pre-bid conference held on 29.08.2012 for empanelment of mining agencies.

14. Mr. Amar Vivek, the learned Additional Advocate General, Haryana appearing on behalf of respondent Nos. 1 and 2 had at the outset submitted that the provisions relied upon by Mr. Chopra, relate only to major minerals and not minor minerals. The present case is concerned with minor minerals, namely, stone, sand etc. He relied upon Section 3(a) of the said Act

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which defines minerals.

15. It would be convenient to first consider Mr. Amar Vivek's submission as it is in the nature of a preliminary objection.

16. The submission is not well founded both on principle and precedent. We are unable to understand how the definition of the term minerals in Section 3(a) of the said Act indicates that the term mineral throughout the said Act refers only to major minerals. The fact that there is a reference to minor minerals in certain provisions of the said Act does not lead to the conclusion that the term minerals refers only to major minerals. Section 3(a) of the said Act defines minerals to include all minerals except mineral oils. Section 3(b) of the said Act defines mineral oils to include natural gas and petroleum. Mr. Amar Vivek's submission is contrary to the definition of minerals in Section 3(a) which expressly states that the term includes "all minerals except mineral oils". This case does not deal with mineral oils, but with minor minerals. Section 3(a) of the said Act, therefore, defines minerals to include major minerals and minor minerals.

17. Section 3(e) of the said Act merely defines minor minerals. It defines minor minerals to mean "building stones, gravel etc. and any other mineral which the Central Government may by notification in the official gazette declare to be a minor mineral". Merely because minor minerals are specified in Section 3(e) of the said Act it does not mean that the term mineral in Section 3(a) of the said Act does not include minor minerals. It was necessary to define minor minerals to distinguish them from major minerals and not to restrict the scope of the term minerals in Section 3(a). This was necessary as various provisions in the said Act relate to minor minerals. For instance, Section 15 of the said Act confers upon the State Government the power to make rules

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for regulating the grant, inter alia, of mineral concessions in respect of minor minerals. Section 14 of the said Act also restricts the applicability of the provisions of Sections 5 to 13 of the said Act to major minerals. Section 14 of the said Act makes a specific reference to minor minerals. The mere fact that certain provisions of the said Act specifically refer to minor minerals does not lead to the conclusion that the reference to minerals generally in the rest of the said Act is only to major minerals. The specific reference to minor minerals in certain provisions of the Act is only for the purpose of restricting the operation of those particular provisions to minor minerals. It does not restrict the ambit of the term minerals in Section 3(a) of the said Act.

18. Section 23(c) of the said Act entitles the State Government to make rules for preventing illegal mining, transportation and storage of minerals and for the purposes connected therewith. It can hardly be suggested that the State Government does not have the power to make rules in this regard relating to minor minerals. The State Government is well within its powers to make rules for preventing illegal mining, transportation and storage of minor minerals as well. In fact, the Rules were made in exercise of powers under Sections 15 and 23(c) of the said Act.

19. Mr. Amar Vivek's submission is also contrary to the judgment of the Supreme Court in *D.K.Trivedi and Sons and others v. State of Gujarat and others 1986(sup.) SCC 20* where it is held:-

" 29. The term "minerals" is defined by clause (a) of Section 3 as including "all minerals except mineral oils". This definition would thus include minerals which are minor minerals as also minerals other than minor minerals. The term "minor minerals" is, however, separately defined by clause (e) because the power to make rules in respect thereof is vested by Section 15(1)

in the State Governments while the power to make rules with respect to minerals other than minor minerals is vested in the Central Government. The word "minerals" in different sections of the 1957 Act is used with the meaning assigned to it by clause (a) of Section 3, that is, as denoting "all minerals except mineral oils", unless the context requires otherwise, and where the Act wishes to make a distinction between minor minerals and minerals other than minor minerals, it does so expressly. For instance, sub-section (1) of Section 4-A speaks of "premature termination of a mining lease *in respect of any mineral, other than a minor mineral*" and sub-section (2) of Section 4-A speaks of "premature termination of a mining lease *in respect of any minor mineral*". To take another illustration, under Section 19 any prospecting licence or mining lease granted, renewed or acquired in contravention of the provisions of the 1957 Act of any rules or orders made thereunder is to be void and of no effect. This section would apply to a prospecting licence or a mining lease both in respect of minor minerals and minerals other than minor minerals. Were it not so, the result would be startling for while a prospecting licence or a mining lease in respect of minerals other than minor minerals would be void and of no effect if it is in contravention of the provisions of the 1957 Act or any rules or orders made thereunder, in the case of a prospecting licence or a mining lease in respect of minor minerals such licence or lease would not be void even if it is in contravention of the provisions of the 1957 Act or any rules or orders made thereunder. The Explanation to Section 19 is an illustration of a case where the context excludes a prospecting licence or a mining lease in respect of minor minerals and this is by reason of the reference contained in that Explanation to Section 6 because by the express terms of Section 14, Section 6 does not apply to minor minerals. Thus, the word "minerals" wherever used in the 1957 Act would include minor minerals unless minor minerals are expressly

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excluded or the context otherwise requires.”

20. The contention that the provisions of the Act relied upon on behalf of the petitioners are inapplicable to minor minerals is, therefore, rejected.

Whether the lease in favour of HSIIDC is contrary to and in violation of Rule 9.

21. Mr. Chopra's submission that Rule 9 makes it mandatory for the government to grant any mining lease following a competitive bid process as provided in Chapter 7 of the Rules is well founded. It is not open to the Government to grant the mining lease without inviting bids. This is to avoid favoritism and arbitrariness. It prohibits the grant of leases to operate mines on a pick and choose basis. The intention of the Legislature was also to award the lease in favour of the highest bidder so as to maximize the revenues. This is evident from sub rule (3) of Rule 9 which provides that the highest bid received shall become the annual dead rent payable by the lessee which in turn is subject to an increase at the rate of 25% on completion of each block of three years.

22. The provisions of Rule 9(1) requiring the grant of a lease in favour of the highest bidder is mandatory. Normally and in the absence of any special circumstances a lease to operate a mine can be granted only to the highest bidder after inviting bids from the public. The word “may” in Rule 9(1) must be read as “shall” in so far as it relates to the requirement of following a competitive bid process for granting a mining lease. The word “may” qualifies the State Government's right to give the areas to be operated under a lease. It does not compel it to do so or even not to do so. If it decides to give the areas to be operated under a lease it must do so by inviting bids from the public. Rule 9(1) does not authorize the State Government to grant leases on a pick and choose

basis. That the State Government may not be bound to grant the lease in favour of the highest bidder is another matter altogether.

23. The question in this case is whether in view of Rule 9 the HSIIDC was entitled to be granted the lease without calling for bids and without a competitive bid process because it is a State Government undertaking. The Government as a general rule is entitled itself to carry out the mining operations without inviting bids and granting private operators an option to bid for the same. If it can do so itself we see no reason, again as a general rule why it cannot do so through its instrumentalities such as Corporations and Companies owned or controlled by it. The question, however, is whether in view of Rule 9, it is not permissible for the government to do so either by itself or through companies owned or controlled by it.

24. Mr. Amar Vivek and Mr. Kamal Sehgal relied upon Rule 118 to persuade us to answer the question in the affirmative. The HSIIDC is admittedly wholly owned and controlled by the State of Haryana. Respondent Nos. 1 and 2 are, therefore, entitled to relax any provision of the Rules in favour of the HSIIDC. Mr. Chopra on the other hand submitted that Rule 118 only confers a power to relax the rules in cases where any mineral concession has already been granted in favour of the entities mentioned therein. In other words, according to him, Rule 118 contemplates a situation after the grant of a lease. It refers to the terms of the lease and not to the grant thereof. The power to relax, according to him, relates to the operation of the lease and not to the term relating to the grant of the lease. The power is confined to and in respect of the leases already granted. The power does not extend to the grant of the lease itself. Accordingly, there is no power to relax the conditions of inviting competitive bids stipulated in Rule 9 of the Rules. Strong reliance was placed on the word 'is' in the

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expression “where any mineral concession is granted to any government department....”. Mr. Chopra contended that the word ‘is’ in this expression indicates that it applies only where the mineral concession has already been granted.

25. The question, therefore, is whether the power to relax any provision of the Rules includes the power to relax the provisions of Rule 9, to wit, whether in view of Rule 9 it is open to the State or Central Government to grant a mining lease in favour of a government department or to a statutory authority set up by the State Government or a company or a corporation wholly owned or controlled by the State or Central Government without following a competitive bid process as required by Rule 9.

26. Mr. Chopra’s submission at the first blush appears attractive. A further consideration, however, indicates the fallacy in the submission. Depending on the context in which it is used, the word ‘is’ can refer to the past, the present and the future. It can have a past signification as in the sense of “has been”.

27. The Encyclopedic Law Lexicon [(2013) 2nd Edition] compiled by Justice C.K. Thakker contains references to the statutory provisions wherein the word ‘is’ has a past signification. Depending on the context, the verb ‘is’ “can refer to a point of time in the past as well as in the future and can also refer to the present”.

The Supreme Court in *F.S.Gandhi (dead) by L.Rs. v. Commissioner of Wealth Tax, Allahabad, 1990(3) Supreme Court Cases 624* observed as under:-

“12..... The word ‘is’ although normally referring to the present often has a future meaning. It may also have a past signification as in the sense of ‘has been’ (See Black’s Law

Dictionary, 5th edn., p. 745).....”.

28. The context in which the verb ‘is’ is used in Rule 118 indicates that it refers to the grant of the lease as well. The provisions of the said Act and the Rules do not indicate an intention to restrict the ambit of the power to relax to leases which have already been granted in favour of any government department, statutory authority set up by the State Government or a company or a corporation wholly owned or controlled by the State or Central Government. The Act and the Rules treat government agencies, departments and enterprises on the one hand and other persons and enterprises on the other differently. Rule 118 itself indicates that government agencies and enterprises are treated differently from others. It was not contended that such a distinction is impermissible. Rule 118 entitles the government to relax any provision of the Rules which are applicable to cases where a lease has already been granted as well.

29. That Rule 118 indicates the power to relax the Rules even in the grant of a lease is clear from Section 17-A. As we noted earlier, the lease has not been granted in favour of the HSIIDC in exercise of powers under Section 17-A of the said Act. Section 17-A(2) of the said Act, however, provides that the Central Government may in consultation with the State Government reserve any area not already held under any prospecting licence or mining lease for undertaking prospecting or mining operations through a government company or corporation owned or controlled by it. There would be no question of inviting competitive bids under Rule 9 in such cases. This indicates that it is permissible for the government to grant a mining lease to such entities without inviting bids from the general public. Section 17-A(2) does not even contemplate a

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competitive bid between entities referred to therein. This is understandable for reasons too obvious to state. It is axiomatic therefore that the words "is granted" in Rule 118 refer also to the power to relax the Rules even in the grant of a lease.

30. Mr. Chopra pointed out that there is a difference in the language between Rule 56 of the Punjab Minor Mineral Concession Rules, 1964 (hereinafter referred to as the 1964 Rules) and Rule 118 of the 2012 Rules. Rule 56 of the 1964 Rules reads as under:-

"Rule 56. Relaxation of rules in special cases: -

The government may relax any provision of these rules in cases where the contract/lease is to be granted to any government company or corporation owned or controlled by the State or Central Government."

31. The words in Rule 56 "where the contract/lease is to be granted" make this point clearer but the different words used in Rule 118 do not indicate the contrary. For the reasons stated while interpreting Rule 118 we do not think that the legislature intended omitting from the ambit of Rule 118 the power to relax the provision of Rule 9 as well so far as organizations referred to in Section 17-A are concerned.

32. Rule 118 is illustrative of a case where the word 'is' may have a past signification only qua a certain category of persons or entities. We do not express any opinion as to whether this power also extends to those other than the enterprises referred to in Section 17-A (2).

33. Mr. Chopra further submitted that even assuming that the respondents were entitled to grant the lease in favour of the HSIIDC under Rule 118 of the 2012 Rules without inviting competitive bids it would make no difference as the provisions of Rule 118 of the 2012 Rules have not been

complied with. He submitted that it is mandatory for the government while exercising powers under Rule 118 of the 2012 Rules to record in writing its reasons for doing so.

34. We agree that it is mandatory for the government to record its reasons in writing for exercising powers under Rule 118 of the 2012 Rules. The submission is, however, not well founded on facts.

The government, in fact, recorded reasons in a detailed note dated 14.11.2013 containing the proposals submitted by the Additional Chief Secretary, Mines and Geology. In paragraph 6 of the written statement filed on behalf of respondent Nos. 1 and 2, this note is referred to extensively. It is averred that the decision was taken with full application of mind keeping in view that vested interests had been creating litigation in the past to exploit the public at large and to enjoy monopoly like situation and sell their material at very high rates. Some of the reasons are these. The decision was based on the past experience and keeping in view the larger public interest it is proposed to direct the HSIIDC to initiate the process of identification of an operating agency following a transparent process for operation of the lease. The intention was to guard against the possibility of collusion between the private mining interests by forming cartels and to ensure availability of construction material in the State. It is also intended to defeat any monopoly pricing by the private lessees. In the written statement it is also stated that keeping in mind the previous conduct of private lessees, the State Government decided to safeguard the interests of the associated down stream mineral based processing industries such as stone crushers and that it was also decided that the lease holders would be under an obligation to make available upto 75% of the material to such industries.

We are unable especially in these writ petitions to hold that these reasons are factually incorrect. If they are correct, they would undoubtedly be a total justification for the reservation.

Whether the lease granted in favour of HSIIDC is contrary to Section 17-A(2) of the Act.

35. The matter, however, does not end here. Mr. Chopra contended that the grant of the lease in favour of the HSIIDC was contrary to Section 17-A(2) of the said Act. Mr. Kamal Sehgal, learned counsel appearing on behalf of respondent No. 3-HSIIDC and Mr. Amar Vivek, conceded that the grant of the lease in favour of the HSIIDC was not pursuant to or under Section 17-A of the said Act. They contended that the grant was only in exercise of the powers under Rule 118 of the Rules and under Article 19(6)(ii) of the Constitution of India.

36. The fact that the State Government is entitled to grant a lease in favour of the enterprises without following the provisions of Rule 9 i.e. without subjecting them to competitive bids does not absolve it from complying with the mandatory provisions of Section 17-A(2) of the said Act.

Admittedly, while granting the lease in favour of HSIIDC, the provisions of Section 17-A (2) were not followed.

37. Mr. Chopra placed considerable reliance upon the judgment of a Bench of three learned Judges of the Supreme Court in ***Gem Granites v. State of T.N. 1995(2) SCC 413***. The Supreme Court considered the validity of Rules 8-C and 38 of the Tamil Nadu Minor Mineral Concession Rules, 1959. It is necessary to set out these Rules and the relevant observation of the Supreme Court:-

“2. Rule 8-C is in Section II of the said Rules, which deals with government lands in which minerals belong to the

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Government. The relevant portion of Rule 8-C, as amended, reads thus:

“8-C. Lease of quarries in respect of black, red, pink, grey, green, white or other coloured or multicoloured granites or any rock suitable for use as ornamental and decorative stones to a State Government company or corporation owned or controlled by the State Government.— (1)(a) Notwithstanding anything contained in these rules but subject to Rule 8-A and clause (b) of this sub-rule, on and from 10-6-1992, no lease for quarrying black, red, pink, grey, green, white or other coloured or multicoloured granites or any rock suitable for use as ornamental and decorative stones shall be granted to any person.

(b) The State Government themselves may engage in quarrying black, red, pink, grey, green, white or other coloured or multicoloured granites or any rock suitable for use as ornamental and decorative stones or may grant and renew leases for the above minerals to a State Government Company or a Corporation owned or controlled by the State Government.”

Rule 38 is in Section V, dealing with miscellaneous matters. It reads thus:

“38. Reservation of area for exploitation in the public sector, etc.— The State Government may, by notification in the Official Gazette, reserve any area for the exploitation by the Government, a corporation established by any Central, State or Provincial Act or a government company within the meaning of Section 617 of the Companies Act, 1956 (Central Act I of 1956).”

“3. Section 17-A(2) empowers the State Government to reserve any area not already held under a mining lease for undertaking mining operations through a Government company or corporation owned or controlled by it or by the Central Government, but it may do so only with the approval of the Central Government. When it proposes to do so it must, by notification in the Official Gazette,

specify the boundaries of that area and the mineral or minerals in respect of which that area is to be reserved. Rule 8-C, as amended on 10-6-1992, states that no lease for quarrying the granites therein specified and any rock suitable for use for ornamental or decorative stones shall be granted to any person. It also states that the State Government itself may engage in quarrying such granites or rock or may grant or renew leases to quarry the same to a State Government Company or Corporation”.

6. Mr Sanghi, learned counsel for the respondent State, was, therefore, justified in asserting that Rule 8-C, as amended, did not, in any event, debar the State Government from making a rule that no lease to quarry the said granites and rock would be granted to any person and that the State Government itself could engage in such quarrying. As the owner of the said granites and rock, the State Government may decline to give to anyone a lease to quarry the same and engage in such quarrying operations itself.

7. The real question is whether the State Government is entitled to go further and state that it would be free to grant or renew leases to quarry the said granites and rock to a State Government company or corporation. Mr Sanghi argued that the provisions of Rule 8-C, as amended, were not intended to make a reservation of such granites and rock in favour of the State Government or its companies or corporations but to preserve the same and, therefore, the State Government was not obliged to obtain the approval of the Central Government thereto under the provisions of Section 17-A(2). We cannot agree. Clearly, Rule 8-C, as amended, is intended to reserve the quarrying of the said granites and rock for the State Government and for State Government companies and corporations. In so far as the reservation is for State Government companies and corporations, it is hit by the provisions of Section 17-A(2) because, for such

reservation, the approval of the Central Government is required and has not been obtained.

8. Rule 38 purports to permit the State Government to reserve any area for exploitation by the Government or Central or State Government corporations or companies. The provisions of Rule 38, insofar as they relate to the State Government itself, are unexceptionable but, insofar as they relate to Central or State Government companies or corporations, they must be read in conjunction with the provisions of Section 17-A(2). In other words, the State Government may, by notification in the Official Gazette, reserve any area for exploitation by Central or State Government companies or corporations only if it has obtained the approval of the Central Government under Section 17-A(2) for doing so.*emphasis supplied.*

38. The provisions of sub section (2) of Section 17-A have been held to be mandatory. The plain language of section 17-A also establishes that the provisions therefore are mandatory.

39. To uphold the grant of the lease in favour of the HSIIDC, ignoring the provisions of section 17-A (2), would be contrary to the provisions of the Act and the Rules and the judgment of the Supreme Court. If Rule 118 is interpreted to mean that the provisions of Section 17-A are not to be complied with, it would be hit by the provisions of Section 17-A(2) of the Act. The judgment of the Supreme Court clearly holds that the provisions of Section 17-A (2) are mandatory.

40. Relying upon the judgment of the Supreme Court in *Monnet Ispat and Engery Ltd. v. Union of India (UOI) and others 2012 (11) SCC*, Mr. Amar Vivek and Mr. Kamal Sehgal, however, contended that Section 17-A(2) does not require prior approval. It is sufficient, if approval is obtained subsequently. Paragraph 129 of the judgment reads as follow:-

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“129. The types of reservation under Section 17A and their scope have been considered by this Court in *Indian Metals and Ferro Alloys Ltd.* in paragraphs 45 and 46 (pgs. 136-139) of the Report. I am in respectful agreement with that view. However, it was argued that Section 17A(2) requires prior approval of the Central Government before reservation of any area by the State Government for the public sector undertaking. The argument is founded on incorrect reading of Section 17A(2). This provision does not use the expression, “prior approval” which has been used in Section 11. On the other hand, Section 17A(2) uses the words, “with the approval of the Central Government”. These words in Section 17A(2) can not be equated with prior approval of the Central Government. According to me, the approval contemplated in Section 17A may be obtained by the State Government before the exercise of power of reservation or after exercise of such power. The approval by the Central Government contemplated in Section 17A(2) may be express or implied. In a case such as the present one where the Central Government has relied upon 2006 Notification while rejecting appellants’ application for grant of mining lease, it necessarily implies that the Central Government has approved reservation made by the State Government in 2006 Notification otherwise it would not have acted on the same. In any case, the Central Government has not disapproved reservation made by the State Government in 2006 Notification.” (*emphasis supplied*).

41. The judgment in *Monnet Ispat’s case* (*supra*) clearly supports the submission that the prior approval of the Central Government before reserving of any area by the State Government for the public sector undertaking is not required.

42. Mr. Chopra, however, contended that the judgment is *per-incuriam*. The Bench of two learned Judges who delivered the judgment did not notice the judgment of the Bench of three learned Judges in *Gem Granites’s case* (*supra*) which held the contrary.

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43. It is difficult to hold that the judgment of the Supreme Court in Monnet Ispat's case (supra) is per-incuriam. The issue as to whether the prior permission is required or not was neither raised nor dealt with by the Supreme Court in Gem Granite's case (supra). Mr. Chopra submitted that this logically follows from observation in Gem Granite's case. Gem Granite's is the authority for the proposition that the approval of the Central Government required by Section 17-A(2) is mandatory. It does not hold that the approval must be sought prior to the reservation. A judgment is authority for what it actually decides and not what logically follows from it. (See **Quinn v. Leathem, (1901) AC 495**. This judgment has been followed repeatedly by the Courts in India including the Supreme Court (**Ambika Quarry Works v. State of Gujarat (1987) 1 SCC 213**). In Monnet Ispat's case (supra), it is expressly held that prior approval of the Central Government under section 17-A(2) is not necessary and that approval contemplated under section 17-A may be obtained by the Central Government even after the exercise of such power.

44. The next question is whether approval of the Central Government is required before the actual mining operation commenced. It is not necessary to consider this question in view of Mr. Amar Vivek's statement made and undertaking given on behalf of the State of Haryana that the HSIIDC will not be permitted to commence the actual mining operations without the approval of the Central Government under section 17-A(2) and without complying with the provisions thereby.

45. In the circumstances, the lease granted in favour of HSIIDC cannot be set aside on the ground that it is contrary and in violation of Section 17-A(2).

46. Mr. Amar Vivek submitted that the State Government is entitled to grant a mining lease in favour of a public sector undertaking irrespective of

anything contained in the Act in exercise of the powers under Article 19 (6) (ii) of the Constitution of India. It is not necessary to consider this submission as in our view Section 17-A(2) of the Act expressly confers such powers upon the State Government. However, as held by the Supreme Court in *Gem Granites v. State of T.N.* (supra) it is bound to do so in accordance with the provisions of Section 17-A(2) of the said Act.

47. Mr. Chopra submitted that Section 17-A (2) of the said Act only entitles the State Government to reserve any area for the purpose of conservation and does not entitle the State Government to permit the mining operations in such area. He submitted that the term reserved relates to conservation of an area and not for the exploitation of the minerals therein.

48. The error in this submission is on account of reading only a part of sub section (2) of Section 17-A of the said Act. The sub section read as a whole indicates quite clearly that the reservation of an area is "for undertaking prospecting or mining operations". There is nothing in sub section (2) that limits the reservation of the notified area only for the purpose of the conservation thereof. Infact sub section (2) expressly entitles the State Government to reserve the area for undertaking prospecting or mining operations. The State Government upon reserving an area under sub section (2) is not bound to grant a lease for undertaking prospecting or mining operations through a Government Company or Corporation owned and controlled by it forthwith or even at all. It may do so at any time after or even upon reservation of such area by following the provisions of sub section (2).

49. Mr. Chopra, submitted that the grant of the said lease in favour of the HSIIDC for the negligible amount is arbitrary and unfair. We do not agree. The government is well within its rights to grant leases in favour of

enterprises/entities such as those referred to in Section 17-A and Rule 118. The validity of Section 17-A of the said Act and Rule 118 in any event has not been challenged. Whether the grant was in accordance with law or not is another matter altogether. If, however, it is in accordance with law, the grant cannot be invalidated on the ground that the consideration is negligible. It is not necessary for there to be a level playing field between government agencies, entities and enterprises on the one hand and private enterprises on the other while granting mining leases under the said Act.

50. Mr. Chopra and Mr. Mittal contended that the HSIIDC is not qualified and is in fact incompetent to work the lease. They contended that the HSIIDC has no experience in the field, lacks qualified staff, lacks mining machinery or infrastructure and does not have successfully completed mining contracts to its credit. They further contended that the pre-qualification criteria applicable to other builders could never have been met by the HSIIDC. In support of the contention, they relied upon a communication dated 04.02.2009 addressed by the Director, Food Safety to the Project Manager of the HSIIDC. The communication notes the serious contraventions observed during the inspection. It records that the contraventions constituted highly dangerous conditions prevailing in the mine and that the authority was satisfied that there existed urgent and immediate danger to the life and safety of the persons employed in the mine. The employment of persons in the mine was, therefore, prohibited in exercise of the powers under Section 22(3) of the said Act. The HSIIDC was requested to remove the deficiencies and to inform the Directorate in that regard.

51. The communication dated 04.02.2009 indeed indicates lapses on HSIIDC's part. The HSIIDC, however, has neither been black-listed nor barred from carrying on mining operations elsewhere. In fact, it has not been barred from carrying out the mining activities even in the said mines thereafter. On the contrary, it has been called upon to remedy the same. Had HSIIDC been considered incapable of operating the mines it would not have been called upon to cure the defects. That these facts may have constituted reasonable grounds for black-listing the mining operations by a party does not lead to the conclusion that the HSIIDC is incapable of carrying on the mining activities for all times and at all locations.

52. Mr. Chopra, then submitted that the respondents were under a duty to disclose the decision to grant the lease in favour of the HSIIDC. The decision to grant the lease in favour of the HSIIDC was taken not only at the same time, but virtually on the same days on which the auction process took place and the leases were awarded in favour of the petitioners. As we mentioned earlier, the notice of open auction was issued on 30.11.2013. On the same day, the government decided to grant the lease in favour of the HSIIDC for a negligible amount. On 30.12.2013, the auction was held and on 03.01.2014, the letter of intent was issued in favour of the petitioners. On the same day, the State of Haryana issued a letter to the HSIIDC fixing the consideration at a very meagre amount. It was submitted that it was of crucial importance to disclose these facts to the bidders.

Mr. Mittal further submitted that the respondents misrepresented the facts while furnishing the clarifications to the petitioners' observations. He relied upon the following clarifications sought by the participants and the response thereto from the government:-

Sr. No.	Observations made/Clarifications sought by the participants	Response from the Government
5.	Will the agencies executing projects like 'National Highways' be allotted mining blocks for captive use?	No. They can apply for pre-qualification and participate in the bidding process. There is no scope for grant of any captive mines.
6.	Will the prices of mined materials be regulated by State?	No. The market forces will come into play in determination of price of raw or processed minerals/construction material.

Mr. Chopra and Mr. Mittal contended that the bidders were entitled to know the same in order to enable them to take an informed commercial decision. Had they been informed about the decision to grant such a lease in favour of the HSIIDC, the bidders could have taken a decision whether to bid at all and/or the quantum of the bid. The failure to disclose the same was not merely arbitrary, but unfair and unjust.

53. We will presume that the contentions are well founded. The same, however, would not justify cancelling the lease granted in favour of the HSIIDC. It would at the highest entitle the petitioners to be put back in a situation which would have enabled them to take an informed decision while bidding for the leases. The petitioners would then be entitled to rescind the contract and to seek refund of the amounts paid thereunder. In other words, the petitioners would only be entitled if at all to the alternate relief claimed. The lease in favour of HSIIDC cannot be invalidated on the ground that the respondents had not disclosed the facts in regard thereto to the bidders.

54. It is not necessary however to consider this alternative plea raised and relief sought by the petitioners as Mr. Amar Vivek stated that the State of

Haryana is willing to refund the entire amount paid by the petitioners with reasonable interest without levying any penalty whatsoever. The statements are accepted. In view thereof, it is not necessary to consider whether on account of the respondents' having failed to disclose the decision to grant a lease in favour of HSIIDC, the petitioners are liable to rescind the contract. In view of Mr. Amar Vivek's statement that the petitioners would be refunded the entire amount and that no penalty would be imposed upon them is accepted, it is not necessary to consider any further in this writ petition Mr. Chopra's submission regarding the importance of putting third parties to notice of any adverse impact upon their bids.

If the petitioners' alternative submissions are well founded they may well be entitled to further reliefs including damages. For that however they must be relegated to appropriate proceedings. This writ petition is not an appropriate proceeding for computing damages assuming the petitioners are entitled to the same. The petitioners are always at liberty to file appropriate proceedings for recovery of any amounts. Needless to add that such proceedings would be determined on their own merits. It is clarified that this would be in addition to the benefit on account of Mr. Amar Vivek's above statement.

55. The petitioners contended that the entire purpose of granting a lease in favour of HSIIDC is to enable the other operators to avail the benefit of lease by backdoor entry and without being subject to competitive bids from others. The apprehension is that the HSIIDC in turn would sub-contract the operations of the mines in favour of other parties.

56. If that is so, it would indeed be a colourable exercise of powers and the HSIIDC would be subject to the writ jurisdiction of this Court. There is nothing on record as yet to indicate that the HSIIDC has done so. If it does so,

the petitioners and other parties concerned are at liberty to challenge the same.

57. In the circumstances, both the writ petitions are dismissed.

However, the statements of Mr. Amar Vivek that the Government of Haryana would refund the amount paid by the petitioners and that no penalty would be imposed on the petitioners if they want to have their contracts cancelled are accepted. The petitioners shall exercise the option to either continue with the contracts or to rescind the same by 30.04.2015. If they choose to rescind the contracts, respondent No.1 shall repay all the amounts paid by the petitioners within eight weeks of the demand. The petitioners are at liberty to adopt appropriate proceedings for recovery of the compensation or damages which would be decided on their own-merits. The statement made on behalf of the respondents that the HSIIDC would not commence the mining operations without complying with the provisions of Section 17-A(2) of the Mines and Minerals (Development and Regulation) Act, 1957, namely, obtaining the approval of the Central Government and issuing the notification in the official gazette is accepted. There shall be no order as to costs.

(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE

(AUGUSTINE GEORGE MASHI)
JUDGE

4th March, 2015
Amodh/ravinder

Whether to be referred to the reporter?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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ANNEXURE R-9
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ITEM NO.42

COURT NO.1

SECTION IVB

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

I N D I A

Petitions for Special Leave to Appeal (C) Nos. 12623-12624/2015

(Arising out of impugned final judgment and order dated
04/03/2015 in CWP No. 2599/2014,10/04/2015 in CM No. 3966/2015
In CWP 2599-2014 passed by the High Court Of Punjab & Haryana
At Chandigarh)

M/S KJSL - SUNDER (JV) AND ANR

Petitioner(s)

VERSUS

STATE OF HARYANA AND OTHERS

Respondent(s)

(with appln. (s) for exemption from filing c/c of the impugned
judgment and permission to file additional documents and
interim relief and office report)

Date : 01/05/2015 These petitions were called on
for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE S.A. BOBDE
HON'BLE MR. JUSTICE ARUN MISHRA

For Petitioner(s)

Dr. A.M. Singhvi, Sr. Adv.
Mr. K.V. Vishwanathan, Sr. Adv.
Mr. Gaurav dhingra, Adv.
Mohd. Fuzail Khan, Adv.
Mr. M. C. Dhingra, Adv.

For Respondent(s)

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

Dr. A.M. Singhvi, learned senior counsel, on
instructions, would submit that the petitioner(s)

Signature Not Verified
Digitally signed by
Charanjeet Kaur
Date: 2015.05.02
13:59:21 IST

is/are not carrying on with the mining activities.

Reason:

We take on record the statement so made by

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learned senior counsel.

The Division Bench of the High Court of Punjab
and Haryana while dismissing the writ petition filed
by the petitioners had granted time to the
petitioners till 30.04.2015 to exercise their option
either to continue with the contract or to rescind
the same.

The time has expired and therefore, the learned senior counsel requests us to grant ten days more to exercise the aforesaid option.

In our opinion, if such permission is granted, it may not cause any prejudice to either of the parties. Therefore, we extend the time that was granted to the petitioners for exercising its option till 10.05.2015.

Accordingly, the special leave petitions are disposed of.

[Charanjeet Kaur]
A.R.-cum-P.S.

[Vinod Kulvi]
Asstt. Registrar

// TRUE COPY //

SPEED POST

From

The Director General,
Mines and Geology Department, Haryana,
1st Floor, 30-Bays Building, Sector-17,
Chandigarh.

To

- (i) M/s KJSL-Sunder (JV),
702, 7th Floor, Pearls Business Park,
Plot No. D-7, Netaji Subhash Place,
Pitampura, Delhi 110034.
- (ii) M/S Karamjeet Singh & Company Ltd.
F-5, Shradha House, Kingsway
Nagpur - 440001.
- (iii) M/S Sunder Marketing Associates,
C-1/28, Parshant Vihar, Rohini,
Delhi-110085.

Memo No.DMG/HY/ML/Dadam/2013/3864

Dated Chandigarh, the 17.06.2015

Subject: Permission to allow transfer of mining lease/ Share, of lease of Dadam Stone mine, originally granted in favour of M/s KJSL, Sunder (JV), in favour of one of the partners namely M/S Sunder Marketing Associates along with change in name and to allow surrender of lease share by other partner namely M/S Karamjeet Singh & Company Ltd. – regarding

Kindly refer to representations received from the partners of the M/s KJSL-Sunder (JV) relating mining lease dealt under this letter.

2. You are aware that the mining lease for a period of 10 years over an area of 55.50 hectares in village Dadam, Tehsil Toshani, district Bhiwani was granted in favour of M/s KJSL Sunder (JV), 702, 7th floor, Pearls Business Park, Plot

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No. D-7, Netaji Subhash Place, Pitampura, New Delhi, after accepting the highest bid of Rs.115 crore per annum offered in the auction held on 30.12.2013 against the reserve price of Rs.6.25 crore per annum, M/s KJSL-Sunder (JV) is/was a JV/ Consortium between M/s Karamjeet Singh & Company Ltd. and M/s Sunder Marketing Associates, who participated in the auction dated 30.12.2013 being pre-qualified mining agency.

3. The bid offered in the auction held on 30.12.2013 was accepted and the acceptance/Letter of Intent (LoI) was issued in favour of M/s KJSL-Sunder (JV) on 03.01.2014. The period of the lease as per terms and conditions of grant/ auction was to commence from the date of grant of Environmental Clearance by the MoEF, GoI or after expiry of a period of 12 months from the date of issuance of LoI whichever is earlier.
4. The State Government separately granted a mining lease in favour of HSIIDC over an area of 258.30 hectare in village Khanak, Tehsil Tosham, district Bhiwani in accordance with powers vesting in it under Rule 118 of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals & Prevention of Illegal Mining Rules-2012. However, M/s KJSL Sunder (JV), challenged the grant of mining lease in favour of HSIIDC by way of a CWP No.2599 of 2014 before the Hon'ble Punjab and Haryana High Court. The grant of mining lease in favour of HSIIDC was challenged mainly on the plea that lease in favour of HSIIDC may harm the business interest of private mine lease holders including M/S KJSL- Sunder (JV) and that the lease in favour of HSIIDC was granted by the State

government without having approval of the Central Government as per retirement of Section 17A (2) of the Mines & Mineral (D&R) Act 1957.

5. The Hon'ble Punjab & Haryana High Court vide order-dated 04.03.2015 dismissed the Writ Petition filed by M/S KJSL- Sunder (JV). The Hon'ble High Court however, directed the State Government to obtain the approval of the Central Government as per requirement of Section 17A (2) of the MMDR, Act 1957 before commencement of mining by the HSIIDC. In addition to above, you were allowed to exercise the option either to continue with the lease or rescind the same by 30.04.2015. In this behalf the orders of Hon'ble High Court was also challenged by way of a SLP (C) No. 12623 12624 of 2015 filed by M/s KJSL- Sunder (JV) before Hon'ble Supreme Court. The said SLP was also dismissed by Hon'ble Supreme Court on 01.05.2015, however, the time granted by Hon'ble High Court upto 20.04.2015 was extended up to 10.05.2015.
6. Shri Akbal Singh Bhullar, Director, M/s Karamjeet Singh & Company Ltd. (one of the partners of the consortium holding 51% share) vide letter dated 07.05.2015, informed this office that all authorisation given in their previous correspondences in respect of Dadam mine stands cancelled: Shri Akbal Singh Bhullar further stated that henceforth only he is authorised to sign all documents, agreements and other necessary documents relating to refund of initial auction amount and interest for above said work.
7. Shri Akbal Singh Bhullar vide another representation [as partner of M/s KJSL- Sunder (JV)] vide separate letter 07.05.2015 also stated that as per orders dated 04.03.2015

of the Hon'ble High Court. M/s KJSL-Sunder (JV) have already had rescinded the contract of Dadam mine the same was claimed to have been made by way of another/ separate representation. The claim in this behalf were factually wrong as no such representation was received in this office by that time or even after that i.e. till date. Notwithstanding the same through letter dated 07.05.2015 he demanded interest of 18% on the amount deposited and keeping the rights reserved to damages through separate representation.

8. At the outset it needs to be clarified here itself that contentions of Sh. Akbal Singh Bhullar, Director, M/s Karamjeet Singh & Company Ltd., relating to sole authorisation of the consortium was not legally tenable because he at the most could have withdrawn is authorisation given to any other person but he cannot claim that he became sole authorized person of the JV/ consortium. It needs to be pointed out here that he even not submitted any resolution on behalf of company (M/s Karamjeet Singh & Company Ltd) authorising him to make such representation.
9. It may be pointed out here that for completion of formalities for execution of lease deed a communication dated 13.05.2015, was received through authorized signatory of the consortium along with requisite documents as were sought by the department. The balance amount of 1.75 crore on account of security amount was also submitted, with request to inform date and time for execution of mining lease. In this way it was clear that the consortium was otherwise ready to execute the lease deed. This further makes it clear that any claim to have sought to rescind from

lease as stated by Sh. Bhullar Under his letter dated 07.05.2015 were factually wrong.

10. It is further pointed out that after submission of letter/request to rescind the lease by one of your partners namely M/S Karamjeet Singh & Company Ltd., Sh, Naveen Coel for M/s Sunder Marketing Associates (the partner of JV/ Consortium) vide letter dated 14.05.2015 submitted that the request for rescinding from the lease of Dadam by other partner M/s Karamjeet Singh & Company Ltd is not on behalf of consortium/JV, however, even if the other partner intends to go out of lease, he would continue with the lease. He also, undertook that in case the other partner is not interested, he may be allowed to go out of the JV and he would continue with whole of the lease. The joint reading of letters dated 13.05.2015 and 14.05.2015 of Sh. Naveen Goel for M/s Sunder Marketing Associates made it amply clear that there was no request by JV to rescind from lease.
11. Sh Karamjeet Singh Bhullar, Director, M/s Karamjeet Singh & Co. Ltd. again vide letter dated 02.06.2015 (received on 08.06.2015) requested for refund of amount deposited at the time of auction and thereafter. He further, informed about the receipt of the copy of letter dated 13.05.2015 submitted by Sh. Naveen Goel, relating to execution of lease deed. Sh. Bhullar claimed that nobody has been authorised by M/s Karamjit Singh and Co. Ltd. to execute the mining lease deed on its behalf and requested not to execute the lease deed with other partner M/s Sunder Marketing Associates.
12. In view of peculiar facts and circumstances of the case it was observed that as per orders of Hon'ble High

Court/Supreme Court the original lessee M/s KJSL-Sunder (JV) could have opted to rescind from the lease maximum by 10.05.2015. However, in view of the facts stated above there was no such request from authorised person or a joint request by both the partners. As such the opportunity in this behalf after 10.05.2015 was not available to them which otherwise had not been sought. The facts of the case otherwise became peculiar when one partner strongly seeks to continue with the lease despite the fact that state has granted mining lease of adjoining stone mine of village Khanak in favour of HSIIDC, a State PSU. The said partner namely M/s Sunder Marketing Associates even undertook to own whole of the responsibility of the lease even if the other partner M/s Karamjeet Singh and Company Ltd. is allow to go out of the lease.

13. Keeping in view of over all facts and circumstances of the case as well as in the interest of state revenue it has been considered and found appropriate to allow one of the partners M/s Sunder Marketing Associates to continue with the lease of Dadam Stone mine and allow other partner M/S Karamjeet Singh & Co. to go out of the present lease. However, in order to avoid any complication it has been decided that lease may be allowed to be transferred/changed in the name of M/s Sunder Marketing Associates C-1/28, Prashant Vihar, Delhi 110085 subject to conditions that:
 - i) M/s Sunder Marketing Associates shall execute the Lease Deed with the department/State.
 - ii) M/s Sunder Marketing Associates shall furnish fresh affidavits of all the existing Sureties (in place of existing affidavits) to the effect that they stand surety

for M/s Sunder Marketing Associates in place of M/s KJSL Sunder (JV) and in case any of the existing Sureties do not furnish such affidavit, the firm shall be liable to furnish new surety for such amount.

- iii) M/s Sunder Marketing Associates shall also execute an Indemnity Bond to the Department that "the Firm will fulfill all the obligations arising from the existing lease and notwithstanding of the withdrawal of one of the partner/ firm would honor stipulated conditions therein and firm alone shall be liable for the running of the lease himself and shall at no stage seek any modification, or change in the conditions thereof/ lease.
- iv) M/s Sunder Marketing Associates will also be responsible to settle all accounts/ issues with outgoing partner M/s Karamjeet Singh & Co. Ltd. and State shall not be responsible for claims if any, made by M/s Karamjeet Singh & Co. Ltd."

The decision to transfer the lease/share in favour of M/s Sunder Marketing Associates is further subject to condition that in case, at any stage M/s Sunder Marketing Associates fails to settle all issues with. M/s Karamjeet Singh & Co. Ltd. and any claims with regards to refund of amount qua above said lease, if any, paid by M/s Karamjeet Singh & Co. Ltd. to the consortium are not refunded appropriate action including cancellation of lease would be initiated against them,

Sd/- Mining Engineer,
For Director General, Mines & Geology;

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Haryana.

Endst. No.DMG/HY/ML/Dadam/2013/3865. Dated: 17.06.2015

A copy is forwarded to Mining Officer, Mines and Geology Department, Bhiwani for information and further necessary action.

Sd/- Mining Engineer,
For Director General, Mines & Geology;
Haryana.

//TRUE TYPED COPY//

Registered

From

The Director General,
Mines and Geology, Haryana,
1st Floor, 30-Bays Building, Sector-17,
Chandigarh.

To

- (i) M/S Sunder Marketing Associates,
C-1/28, Parshant Vihar, Rohini,
Delhi-110085.

Memo No.DMG/HY/ML/Dadam/2013/4309

Dated Chandigarh, the 09.08.2016

Subject: Notice for withdrawal of letter dated 17.06.2015 permitted transfer of 51% share of M/s. Karamjeet Singh & Co. Ltd. in favour of M/s. Sunder Marketing Associates- regarding

Kindly refer to this office memo No. DMG/ HY/ ML/ Dadam/2013/3864 Dated Chandigarh, the 17.06.2015.

2. Whereas, the State Government vide public notice dated 18.08.2012 invited proposals for pre-qualification of mining agencies in terms of the Haryana Minor Minerals Concession, Stocking, Transportation of Minerals, and Prevention and illegal Mining Rules, 2012 (hereinafter referred as State Rules, 2012). In this behalf a pre-proposal conference was also held on 29.08.2012 under the Chairmanship of the than Principal Secretary, Mines & Geology Department, Haryana to clarify doubts and to elicit response of the interested agencies/ persons on the terms and conditions contained in the RFQ for empanelment and

based on pre-qualification they were to be selected for participation in bids/auctions to be held restricted amongst such pre-qualified agencies/ persons for certain specific Minor Mineral Mining Blocks in Haryana. It is relevant to point out here that restricted auction/s was decided to be conducted amongst the pre-qualified agencies to be selected on the basis of pre-determined criteria to ensure that mining is carried out in scientific manner in order to achieve the object of the State Rules, 2012.

3. Whereas based upon the methodology given in clause-8.6 of the "Invitation of Proposals for Pre-qualification of Mining Agencies" as well as other clauses of the said notice, under the aforesaid Rules, a total of 21 mining agencies became pre-qualified for participation in the auctions nor grant of mining leases of "Stone alongwith associated Minor Minerals" and "Slate Stone".
4. Whereas an auction notice dated 30.11.2013 was issued by the Mines and Geology Department, Haryana for auction of 12 Minor Minerals Mines of "Stone alongwith associated Minor Minerals" of District Bhiwani and Mahendergarh and one Slate Stone Mine of District Rewari, for grant of Mining leases. Needless to repeat that said auction was to be held amongst the 21 pre-qualified mining agencies only.
5. In the auction dated 30.12.2013 held in the office of Mining Officer, Bhiwani M/s. KJSL-Sunder (JV), one of the pre-qualified mining agencies, offered highest bid of Rs.115/- (One hundred and fifteen crore) per annum against the reserve price of Rs.6.25/- (six crore and twenty five)crore per annum in order to obtain mining lease of Minor Mineral Mines of "Stone alongwith associated Minor

Minerals" over an area of 55.50 hectares in Village Dadam, in Tehsil Tosham, District Bhiwani.". The highest bid offered by M/s. KJSL-Sunder (JV) in respect of Dadam was accepted and Letter of Intent was issued in their favour on 03.01.2014.

6. Whereas M/s. KJSL-Sunder (JV) (consisted of M/s. Karamjeet Singh & Co. Ltd. and M/s. Sunder Marketing Associates). M/s. Karamjeet Singh & Co. Ltd. the lead partner of the Joint venture was having share of 51%. The share of the other partner M/s. Sunder Marketing Associates was 49%. Further, M/s KJSL-Sunder (JV), got pre-qualified on the basis of technical/ financial criteria of M/s. Karamjeet Singh & Co. Ltd the lead partner having 51% share holding in the JV/ consortium. Hence, the factual position was that on the technical competence and financial strength of M/s. Karamjeet Singh & Co. Ltd., the JV /Consortium namely M/s KJSL-Sunder (JV), became qualified to participate in the said auction process and thereby declared highest bidder for the minor mineral stone mine of Dadam, District Bhiwani.
7. Whereas the State Government also granted a mining lease of village Khanak, a stone mine having area of 258.54 hectares in favour of Haryana State Industrial Infrastructure Development Corporation, a State government Public Undertaking /PSU, in relaxation of the State Rules, 2012 i.e. lease granted without auction. M/s KJSL-Sunder (IV), after the auction dated 30.12.2013 and issuance of LoI dated 03.01.2014 challenged the grant of mining lease in favour of HSIIDC by way of Writ Petition No.2599 of 2014. It was being sought that the Mining Lease granted to the HSIIDC

for extraction of Stone be cancelled or in the alternative they may be allowed to rescind from the bid offered for obtaining the lease of Dadam mine and the amount paid by them be refunded. The Hon'ble High Court of Punjab and Haryana dismissed the CWP No. 2599 of 2014 vide order dated 04.03.2015. The Hon'ble High Court however, on the statement made by state counsel, gave them option either to continue with the lease or to rescind the same by 30.04.2015.

8. Whereas M/s KJSL-Sunder (JV) challenging the judgment and order dated 04.03.2015 passed by High Court of Punjab and Haryana at Chandigarh also filed Special Leave Petition (C) No.12623-12624 of 2015 before the Hon'ble Supreme Court of India. The SLP filed by them also got dismissed/ disposed by the Supreme Court vide order dated 01.05.2015. The Hon'ble Supreme Court allowed the M/s KJSL-Sunder (JV) granted period of ten days more to exercise the aforesaid option i.e to till 10.05.2015.
9. Whereas the lead partner having 51% share holding wanted to the lease while you (the JV partner having 49% share holding wanted to continue with the lease/ contract and both have intimated their respective stand to the department. The state government, looking into the peculiar facts and circumstances of the case and based upon the opinion received from the Advocate General, Haryana, allowed transfer of mining lease/share of 51% of M/s. Karamjeet Singh & Co. Ltd. in favour of 49% partner namely M/s. Sunder Marketing Associates. In this behalf the sanction was communicated vide this office Memo No.

DMG/HY/ML/Dadam/2013/3164 dated 17.06.2015 (letter under reference).

10. Whereas, after the aforesaid transfer was made in favour of M/s. Sunder Marketing Associates, one CWP No. 9419 of 2016 - Ved Pal Tawar v/s State and others came to be filed before the Hon'ble Punjab and Haryana High Court. The Hon'ble High Court was pleased to issue notice vide its order dated 13.05.2016, wherein you are also one of the respondent (Respondent No.3). The above said Civil Writ Petition has been filed in the form of PIL seeking directions for quashing of the order permitting transfer of share of lead partner in favour of you vide this office memo No. DMG/ HY/ ML/ Dadam/ 2013/ 3864 Dated Chandigarh, the 17.06.2015 and for directions to the state to conduct fresh auction for Dadam Stone Mine.
11. The competent authority once again examined the facts and circumstances of the instant case. On reconsideration and re-examination of all the issues, the competent authority is of the view that the transfer of 51% share of the Lead Partner (on whose technical and financial capability the M/s KJSL-Sunder (JV) was eligible for pre-qualification) to 49% of Sunder Marketing Associates, vide memo No.DMG/HY/ML/Dadam/2013/3164, dated 17.06.2015, was not in consonance with the provisions of the State Rules, 2012 and the terms of the auction notice. In the light of above after duly considering all, facts and circumstances the state government has decided that the permission granted to transfer of mining lease/share of 51% of M/s. Karamjeet Singh & Co. Ltd. in favour of 49% partner namely M/s Sunder Marketing Associates and as

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communicated vide this office Memo No. DMG/HY/ML/Dadam/2013/3164 dated 17.06.2015 shall be withdrawn with immediate effect.

12. In view of the above, through this notice you are being afforded with an opportunity to appear in person or through any authorised representative, to file your reply in writing on or before 23.08.2016 so that due action can be taken as per the applicable Rules and Regulations. It is hereby clarified that no further time will be extended for hearing and filing reply and if no reply is received within the aforesaid period, action will be taken as per the applicable Rules/ Law.

Director General Mines & Geology
Haryana,

//TRUE TYPED COPY//

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARHSr. No.201CWP No.16735 of 2016
Date of decision: 27.08.2016M/s Sunder Marketing Associates, Prashant Vihar, Delhi
....Petitioner

versus

State of Haryana and others
....RespondentsCORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, CHIEF JUSTICE
HON'BLE MR. JUSTICE DEEPAK SIBAL

* * * *

Present:- Mr. Puneet Bali, Senior Advocate with
Mr. Vaibhav Jain, Advocate
for the petitioner.Mr. Lokesh Singhal, Addl.A.G., Haryana
for respondents No.1 to 4.Mr. Naveen S. Bhardwaj, Advocate
for respondent No.5.

* * * *

S.J. VAZIFDAR, CHIEF JUSTICE (ORAL)

Although the order dated 09.08.2016 (Annexure P-16) concludes by affording the petitioner an opportunity to appear in person or through any authorized representative, to file a reply in writing on or before 23.08.2016, the petitioner apprehends that the decision has already been taken to withdraw with immediate effect the permission granted to transfer the mining lease/share of 51% of M/s Karamjeet Singh & Company Limited in favour of the petitioner who holds the 49% share in the joint venture.

2. Learned counsel appearing on behalf of respondent No.1-State clarifies that what is stated in the paragraph No.11 in the impugned notice is

only a prima facie view on the basis whereof the action proposed is referred to and the final decision would be taken only after the authority considers the petitioner's response thereto.

3. In view thereof, it is not necessary for us to interfere with the impugned notice at this stage. The petitioner must in the first instance avail the opportunity and file a response to the same.

4. However, it must be noted that one Ved Pal Tawar had filed CWP No.9419 of 2016 challenging the permission which was granted in favour of the petitioner and which is now proposed to be withdrawn as stated in the impugned notice. The petitioner in CWP No.9419 of 2016 inter alia contends that the permission could not have been granted as it would also effect the eligibility condition stipulated in the notice inviting tenders. We had by an order dated 13.05.2016 issued notice and thereafter by an order dated 17.08.2016 issued fresh notice to respondent No.5 therein. It would be appropriate, therefore, for the official respondents to hear the petitioner in CWP No.9419 of 2016 also before passing a final order in respect of the impugned notice.

5. The petitioner shall be entitled to file a further response to the impugned notice latest by 02.09.2016. The official respondents shall consider the petition in CWP No.9419 of 2016, to be the response of those petitioners during the course of the hearing. Copies of any replies or documents relied upon by the petitioners in both the writ petitions shall be served upon each other. The final order, if adverse to the petitioner, shall not be implemented for a period of two weeks after the service thereof upon the petitioner.

6. All the parties be present in the office of the Director General,

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CWP No.16735 of 2016

-3-

Mines and Geology, Haryana, at 11.00 a.m. on 05.09.2016 and thereafter, as directed by the Director General, Mines and Geology, Haryana. The petitioners in both the petitions shall not seek an adjournment on any ground.

7. Disposed of.

(S.J. VAZIFDAR)
CHIEF JUSTICE

(DEEPAK SIBAL)
JUDGE

August 27, 2016
Jyoti 1

(i)	Whether speaking/reasoned	Yes/No
(ii)	Whether reportable	Yes/No

// TRUE COPY //

Registered

From

The Director General,
Mines and Geology, Haryana,
Floor, 30-Easy Building, Sector-17, Chandigarh.

To

M/S Sunder Marketing Associates,
C-1/28, Parshant Vihar, Rohini,
Delhi - 110085

Memo No. DMG/Hy/ML/Dadam/2013/5065.

Dated Chandigarh, the 29.09.2016

Subject: Withdrawal of letter dated 17.06.2015 permitting transfer of 51% share of M/s. Karamjeet Singh & Co. Ltd. in favour of M/s. Sunder Marketing Associates regarding.

Kindly refer to this office memo No. DMG / HY / ML / Dadam / 2013 /4309 V/Dated Chandigarh the 9.8.2016.

1. The State Government vide public notice dated 18.08.2012 invited proposals for pre-qualification of mining agencies in terms of the Haryana Minor Minerals Concession, Stocking, Transportation of Minerals, and Prevention and Illegal Mining Rules, 2012 (hereinafter referred as state rules, 2012). After following the due procedure as per terms and conditions as contained in the RFQ for empanelment and based on pr-qualification they were to be selected for participation in bids/auctions to held restricted amongst such pre-qualified agencies/persons for certain specific Minor Mineral Mining Block in Haryana eased upon the "Invitation of Proposals for Pro-qualification of Mining Agencies" as well as other clauses of the said notice under the aforesaid Rules, a total of 21 mining agencies became pre-qualified for participation in the restricted auctions for

grant of mining leases of "Stone alongwith associated Minor Minerals" and "Slate Stone".

2. An auction notice dated 30.11.2013 was issued by the Mines and Geology Department, Haryana for auction of 12 Minor Minerals Mines of "Stone alongwith associated Minor Minerals" of District Bhiwani and Mahendergarh and one Slate Stone Mine of District Rewari, for grant of mining leases through auction to be held amongst the pre-qualified mining agencies only.
3. M/s. KJSL-Sunder (JV) a joint, venture was one of the 21 pre. qualified mining agencies selected to participate in the restricted auction. The said joint venture was consisted of M/s. Karamjeet Singh & Co. Ltd. (In short KJSL) and M/s. Sunder Marketing Associates in short SMA) and M/s. Karamjeet Singh & Co. Ltd was the lead partner of the Joint venture was having share of 51%. Further, the joint venture M/s KJSL-Sunder (JV), got pre-qualified on the basis of technical/ financial criteria of M/s. Karamjeet Singh & Co. Ltd.
4. In the auction held on 30.12.2013, M/s. KJSL-Sunder (JV), offered highest bid of Rs.115 crore per annum (One hundred and fifteen crore) against the reserve price of Rs.6.25 crore (six crore and twenty five) per annum in order to obtain mining lease of Minor Mineral Mines of "Stone alongwith associated Minor Minerals" over an area of 55.50 hectares in Village Dadam, Tehsil Tosham District bhiwani. The period of lease was 10 years which was to commence w.e.f. the date of grant of Environmental Clearance by the competent authority as per Notification dated 14.09.2006 of the MoEF, CC, GoI or after expiry of 12 months from the

date of issuance of LoI, whichever is earlier, However, the actual mining operations were to be allowed only after obtaining environmental clearance by the LoI holder/mining lessee. The highest bid offered by Mis. KJSL Sunder (JV) in respect of Dadam was accepted and Letter of Intent was issued in their favour on 03.01.2014.

5. The State Government separately granted a mining lease of one of the stone mine situated in village Khanak, Tehsil Tosham District Bhiwani over an area of 258.30 hectares in favour of Haryana State industrial Infrastructure Development Corporation, a State government Public Undertaking/PSU, in relaxation of the State Rules, 2012 i.e lease granted without auction.
6. M/s KJSL-Sunder (JV), after the auction dated 30.12.2013 and issuance of LoI dated 03.01.2014 in respect of Dadam mine, challenged the grant of mining lease of Khanak mine in favour of HSIIDC by way of Writ Petition No.2599 of 2014 titled as M/s KJSL Sunder (JV) v/s. State of Haryana. It was alleged that the mining lease to the HSIIDC, the state PSU was granted without prior permission of the Central Government as required under Section 17A of the Mines & Mineral (D&R) Act, 1957. Further the grant of lease of nearby stone mine to HSIIDC without disclosing the same to the bidders/ petitioners would adversely affect the business of the petitioners/private mining lease holders who took mines through open auction. It was been sought that the Mining Lease granted to the HSIIDC for extraction of Stone be cancelled or in the alternative they may be allowed to rescind from the bid offered for obtaining the lease of Dadam mine and the amount paid by them be refunded.

During the pendency of the above writ petition another lease holder namely M/s Shiva Minerals (India) Pvt. Ltd. also filed a CWP No. 26454 of 2014 on same grounds. The same also got clubbed with CWP No. 2599 of 2014.

7. The Hon'ble High Court dismissed the above said CWP No.2599 of 2014 and CWP No. 26454 of 2014 vide order dated 04.03.2015. The Hon'ble High Court however, on the statement made by state counsel gave the petitioners option either to continua with the lease or to rescind the same by 30.04.2015.
8. M/s Shiva Minerals (India) Pvt. Ltd. exercising option given by the Hon'ble High Court submitted application seeking rescind the lease before 30.04.2015. Accordingly, the amount deposited on account of security was refunded to them,
9. M/s KJSL-Sunder (JV) challenged the judgment and order dated 04.03.2015 passed by the High Court filed Special Leave Petition (C) No. 12623-12624 of 2015 before the Hon'ble Supreme Court of India, The SLP was dismissed/ disposed by the Hon'ble Supreme Court vide order dated 01.05.2015. However, the Hon'ble Apex Court allowed the M/s KJSL-Sunder (JV) additional time often days to exercise the aforesaid option i.e. to till 10.05.2015.
10. M/s. Karamjeet Singh & Co. Ltd the Lead partner of the JV having 51% share holding vide letter dated 07.05.2015 submitted an application that he being majority share holder shall be only authorised on behalf of the joint venture and sought to rescind the lease. While M/s Sunder Marketing Associates, the JV partner having 49% share holding submitted application that they are not inclined to rescind

the lease and wanted to continue with the lease/ contract. He also stated that in case the majority partner (KJSL) is allowed to go out, considering the option given by the Hon'ble Court, he may be either be allowed to run the mine alone or may allow to bring some other pre-qualified mining agency in place of KJSL.

11. As per provision of the State Rules, 2012 where the mining leases are decided to be granted through limited auction amongst the pre-qualified bidders, selected on criteria determined upfront, the government may specify a lock-in-period within which no transfer of such lease shall be permissible. However, in such cases the lessee can be permitted to induct other partners/share holders to the extent of forty nine percent of the total shareholding of the original grantee, in the case of auction held on 30.12.2013 amongst the pre-qualified bidders first five years of the lease grant was specified as the said lock in period.
12. Looking into the peculiar facts and circumstances of the present case that one, partner of the JV wanted to opt out of the lease as per option given by the Hon'ble High Court and the other wanted to continue with the lease, the state government considering the overall interest of the state allowed the transfer of share of 51% of KJSL in favour of M/s Sunder Marketing Associates, subject to certain conditions Including that M/s Sunder Marketing Associates, shall be responsible for all obligations arising from the lease. Accordingly the sanction was communicated vide this office Memo No. DMG/HY/ML/ Dadam /2013/3164 dated 17.06.2015.

13. M/s Sunder Marketing Associates, executed lease deed on 05.08.2015 and got the environmental clearance also transferred from the MoEF, CC, GoI in their favour commenced mining operations on 28.10.2015.
14. After about 11 months of the decision dated 17.06.2015 permitting the transfer of 51% share of lead partner KJSL in the Joint Venture M/s KJSL Sunder (JV) in favour of minority partner M/s Sunder Marketing Associates, one Sit Ved Pal Tawar filed a CWP No.9419 of 2016 before the Hon'ble Punjab and Haryana High Court challenging the transfer permission. It was being alleged that share of the lead partner on whose strength the JV could qualify to participate in the bidding process held on 30.12.2013 could not have been transferred in favour of minority partner being not qualified. The Hon'ble High Court vide its order dated 13.05.2016 issued notice for 17.08.2016. M/s Sunder Marketing Associates was also one of the respondents (Respondent No.3) in CWP No. 9419 of 2016.
15. In the light of fresh litigation the entire matter was once again examined and upon reconsideration and re-examination, it was found that the permission of transfer of 51% share of the Lead Partner on whose technical and financial capability the M/s KJSL Sunder (JV) was able to pre-qualify and participate in the auction to the other partner NI/s Sunder -Marketing Associates, communicated vide dated 17.06.2015, was not in consonance with the provisions of the State Rules, 2012 and the terms of the auction notice.
16. The permission granted vide this office Memo No.QMG / HY/ML/Dadam/2013/3164 dated 17.06.2015 was sought to

be withdrawn but in the interest of natural justice M/s Sunder Marketing Associates through a notice dated 09.08.2016 (letter under reference) was afforded opportunity to file their response/ reply, if any, in writing on or before 23.08.2016. The department also filed its response to the CWP No.9419 of 2016 before the Hon'ble High Court giving factual background and stating that a show cause notice has been issued as per above and final decision would be taken after considering the reply of M/s Sunder Marketing Associates. On 17.08.2016 hearing in CWP No. 9419 of 2016 was adjourned for 14.09.2016.

17. M/s Sunder Marketing Associates challenged the notice dated 09.08.2016 by way of a CWP No: 16735 of 2016 before the Hon'ble High Court. However, the same was adjourned for 27.08.2016 with direction to implead the petitioners in CWP No.9419 of 2016 as respondent. Subsequently the Hon'ble High Court disposed of the said writ petition vide orders dated 27.08.2016 with direction that M/s Sunder Marketing Associates shall be entitled to file further response to the impugned notice dated 09.08.2016 latest by 02.09.2016 and shall appear before the Director General Mines & Geology, Haryana on 05.09.2016 at 11.00 AM. The petitioners in CWP No. 9419 of 2016 were also directed to appear before the DGMG on said date and time. The Hon'ble Court also directed that the final orders, if adverse to the M/s. Sunder. Marketing Associates, shall not be implemented for a period of two weeks after the service of the same to Ms. Sunder Marketing Associates.

18. M/s Sunder Marketing Associates filed its additional reply on 02.09.2016 and appeared on 05.09.2016 at 11.00 A.M through Sh. Shalender Kashyap and Sh. Ravi Kant Sharma Advocates along with one Sh. Vinod Kumar dully authorized by Sh Naveen Opel, Proprietor M/s Sunder Marketing Associates. Sh. Shakti Kaushik Advocate separately appeared for Petitioners in of CWP No. 9419 of 2016 and gave in writing that submissions made in the writ petition be considered as response on their behalf.
19. On 05.06.2016 all concerned were heard by the undersigned and reply/documents submitted were taken on record. Before the case could be examined in detail for further decision, the Hon'ble High Court on 14.09.2016 disposed off the CWP No.9419 of 2016, with direction that the decision on notice dated 09.08.2016, pursuant to the order dated 27.08.2016 passed in CWP No.16735 of 2016 shall be communicated to the parties by 28.09.2016, with liberty to the petitioner to file the fresh writ Petition not only in respect of order to be passed pursuant to the communication dated 09.08.2016 but also in respect of other reliefs claimed in the said writ petition.
20. The counsel appearing for M/s Sunder Marketing Associates on 05.09.2016 reiterated the factual position with regards to auction amongst the pre-qualified bidders for grant of the mining leases and situation led to litigation and orders dated 04.03.2015 passed by the Hon'ble High Court in CWP No.2599 of 2014 filed by M/s KJSL-Sunder (JV). Their main submissions were as under:
 - (i) The Hon'ble High Court had accepted the statement made by the state counsel and given an option to the

JV either to continue with the lease/ contractor or to rescind the same.

- (ii) The lead partner of JV sought to rescind the lease but the said request was not by the original lease holder M/s KJSL Sunder (JV), as the Ws Sunder Marketing Associates was not inclined interested to rescind the lease.
- (iii) At the time of making request in May 2015 itself ISMA made it clear that in case state government considers and allows the request of the KJSL, M/s Sunder Marketing Associates may either be allowed to run the mine alone or may be allowed to bring in any of the other pre-qualified mining agency.
- (iv) The state government considering the peculiar facts and circumstances took decision to allow running of the Dadam mine by the M/s Sunder Marketing Associates 49% share holder of the Joint Venture M/s KJSL sunder (JV) the original lease holder of Dadam mine.
- (v) As a natural course, share of KJSL was allowed to be retained/ transferred to M/s Sunder Marketing Associates as the lead partner was going out. The case was not of any transfer of lease or dilution of shares for the said purposes.
- (v) He claimed that the cask in hand was not that of induction of any new partner in the lease. The lead partner also rescinded from the lease on the strength of option given by the Hontle Court/state.
- (vi) Once the State Government has once taken a decision and having executed the lease deed with M/s Sunder

Marketing Associates, State government is not entitled to withdraw from its own decision on the principle of promissory estoppels,

- (viii) The mode of auction amongst the pre-qualified mining agencies was not found to be the best alternative by the state government itself as the state never auctioned its mines amongst the pre-qualified mining agencies after auction dated 30.12.2013.
- (ix) A far as technical/financial capability to operate the stone mine is concerned, he claimed that by operating the Dadam mine itself over a period more than 10 months in a systematic manner without any violation, M/s Sunder Marketing Associates has already shown its capability in this behalf.
- (x) In case the State Government stilt feels that the tease could have been operated by pre-qualified mining agency, they are ready to bring any other pre-qualified mining agency. For the same they may be given time of 30 days to identify such pre-qualified mining agency.

21. M/s Sunder Marketing Associates in reply to the notice dated 09.08.2016 submitted vide letters dated 23.08.2015 and 02.09.2016 as well during submissions through their counsel during personnel hearing on 05.09.2016 had mainly claimed that the State Government allowed the transfer of shares of lead partner of the JV namely M/s KJSL-Sunder(JV) in favour of minority partner namely M/s Sunder Marketing Associates in peculiar facts and circumstances after examining all related issues in the overall interest of the state. The government cannot go back

from its own decision on the principle of promissory estoppels and therefore can not withdraw the permission dated 17.06.2015.

22. However, they failed to give any satisfactory response to the issue that as per condition no.36 of the auction notice the dilution of share/induction of new partner/share holders during first 5 year was not permissible beyond 49% of the total share holding of the original lease holder, In the instant case permission was granted to transfer 51% share of original lease holding-even before expiry of first 05 year of lease period. Further, M/s KJSL-Sunder (JV) had got pre-qualified on the basis of technical/ financial criteria of KJSL the lead partner having 51% share holding in the JV/consortium. So the JV /Consortium namely M/s KJSL Sunder (JV), could participate in the auction process held on 30.11.2013 and was granted the stone mine of Dadam: District Bhiwani.
23. In the light of above stated facts once the lead partner M/s Karamjeet Singh & Co. Ltd., having 51% share sought to rescind the lease, even if the other partner M/s Sunder Marketing Associates having 49% share holding wanted to continue with the lease/ contract, the M/s Sunder Marketing Associates could not have allowed to run the mine by permitting transfer of share of 51% of M/s Karamjeet Singh & Co. Ltd. in favour of 49% share partner namely M/s Sunder Marketing Associates as the transfer of 51% share of the original lease holding during first 5 years of lease was not-permissible as per condition no.36 of the auction notice.
24. The request of the M/s Sunder Marketing Associates made during the course of hearing held on 05.09.2016 that in case

the permission dated 17.06.2015 is withdrawn option be given to bring any new pre-qualified mining agency, is also not admissible as per provisions contained in condition No.36 of the auction notice,

25. Accordingly the permission granted to transfer mining lease/share of 51% of M/s. Karamjeet Singh & Co. Ltd. in favour of 49% partner namely M/s Sunder Marketing Associates and as communicated vide this office Memo No. DMG/HY/ML/Dadam/2013/3164 dated 17.06.2015 is ordered to be withdrawn with immediate effect. Consequently, the lease deed executed on 05.08.2015 with M/s Sunder marketing Associates on the basis of letter dated 17.06.2015 also can not sustain, hence the same is also declared as void being not maintainable. However, any action taken by the M/s Sunder Marketing Associates and state government as per letter dated 17.06.2015 and as per the lease executed in pursuance to the same shall remain valid and not have any adverse implication for any of the parties.
26. However in compliance with of orders dated 27.08.2016 passed by the Hon'ble High Court in CWP No. 16735 of 2016 M/s Sunder Marketing Associates Vs State of Haryana, the operation of this order shall not be implemented for a period of two weeks after the service thereof upon the M/s Sunder Marketing Associates. Accordingly, M/s Sunder Market Associates shall stop their mining operations/dispatch of any mineral from the Dadam Mine immediately on expiry of the said period of two weeks.

Director General, Mines and Geology, Haryana

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Registered

Endst No. DMG/Hy/ML/Dadam/2013/5066

Dated 29.09.2016

A copy is forwarded to Sh. Ved Pal Tanwar s/o Sh. Vijay Singh, House No.64, Sector 15, Hisar, Haryana for information in compliance with orders dated 14.09.2016 of the Hon'ble High Court passed while disposing of the CWP No.0419 of 2016.

Director General, Mines and Geology
Haryana

Registered •

Endst No. DMG/Hy/ML/Dadam/2013/5067

Dated 29.09.2016

A copy is forwarded to Mining Officer, Mines and Geology Department, Bhiwani for information and necessary action.

Director General, Mines & Geology,
Haryana

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111 CWP 20986 of 2016 (O&M)

M/s Sunder Marketing Associates

v.

State of Haryana and ors

Present: Mr. Abhishek Manu Singhvi, Senior Advocate and
Mr. Puneet Bali, Senior Advocate with
Mr. Vibhav Jain, Advocate and
Mr. Amit Bhandari, Advocate for the petitioner.

The petitioner - M/s Sunder Marketing Associates which has been allotted mining rights of minor minerals for the tract of land situated at village Dadam, Tehsil Tosham, District Bhiwani, is aggrieved against the order dated 29.9.2016 (Annexure P21) passed by the Director General, Mines and Geology, Haryana (respondent-3).

Learned senior counsel appearing for the petitioner, inter alia, contends that earlier this Court vide order dated 27.8.2016 (Annexure P17) had given time to the petitioner to file response to the impugned notice dated 09.08.2016 (Annexure P16), besides, the Director General, Mines and Geology, Haryana - respondent-3 was to consider the matter. It was also ordered that the final order, if adverse to the petitioner, shall not be implemented for a period of two weeks after the service of notice thereof upon the petitioner.

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The impugned order, as already noticed, has been passed on 29.9.2016 (Annexure P-21), which is to remain inoperative for a period of two weeks i.e. till 13.10.2016.

Notice of motion for 27.10.2016.

Order dated 29.9.2016 (Annexure P-21), keeping in view the earlier order dated 27.8.2016 (Annexure P-17) passed by this Court, shall not be implemented till then.

(S.S.SARON)
Judge

(LISA GILL)
Judge

October 6, 2016
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ANNEXURE R-15

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CWP No. 20986 of 2016

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Civil Writ Petition No. 20986 of 2016
Date of Decision: 01.06.2017

M/s Sunder Marketing AssociatesPetitioners

versus

State of Haryana and othersRespondents

CORAM: HON'BLE MR.JUSTICE S.J.VAZIFDAR, CHIEF JUSTICE
HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL, JUDGE

Present : Dr. Abhishek Manu Singhvi, Senior Advocate,
Mr. Puneet Bali, Senior Advocate with
Mr. Vaibhav Jain, Advocate and
Mr. Arun Gupta, Advocate, for the petitioners.

Mr. Lokesh Sinhal, Additional Advocate General, Haryana,
for the respondents-State of Haryana.

Mr. Vinod S.Bhardwaj, Advocate with
Mr. Jagdeep Singh Rana, Advocate, for respondent No.5.

S.J.VAZIFDAR, CHIEF JUSTICE

Respondent Nos.1 to 4 are the official respondents.
Respondent No.2 is the Additional Chief Secretary and Principal
Secretary to the Government of Haryana, Department of Mines &
Geology; respondent No.3 is the Director General of Mines & Geology,
Haryana and respondent No.4 is the Mining Officer, Haryana.
Respondent Nos. 5 and 6 are the private respondents who though not
participants in the auction held by the official respondents claim to be

interested in participating in the auction proposed to be held by the official respondents.

2. The petitioners seek a writ of certiorari to quash a show cause notice dated 09.08.2016 and an order dated 29.09.2016 by which respondent No.3 withdrew the permission granted in favour of the petitioners by the official respondents to transfer the share of their joint venture partner M/s Karamjeet Singh & Company Ltd. to the petitioners and declared a lease-deed executed on 05.08.2015 in favour of the petitioners by the official respondents to be void. The petitioners have also sought a writ of mandamus directing respondent Nos.1 to 4 to allow them to perform their obligations in accordance with the mining lease dated 05.08.2015.

3. It would be convenient to preface this judgment with a summary of the case.

The official respondents put to auction the mining rights on terms and conditions stipulated in a public notice. Transfer of the lease was not permissible for the first five years. However, the official respondents were entitled to permit the induction of a partner/share holder to the extent of 49% of the total share holding of the original lease holder in accordance with the provisions of the 2012 Rules. The official respondents invited bids only from pre-qualified agencies. A detailed criteria for eligibility was stipulated. A bidder was required to obtain 60 out of 100 points to qualify for the bidding process. The eligibility was to be assessed by a committee of experts. The petitioners

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by themselves were admittedly not qualified. In order to meet the eligibility criteria, they formed a joint venture (JV) with M/s Karamjeet Singh & Company Pvt. Ltd. M/s Karamjeet Singh & Company Pvt. Ltd. had 51% share in the JV. A letter of intent/acceptance was issued by the official respondents in favour of the JV. It was not issued in favour of the petitioners in their independent capacity. For reasons which we will enumerate later, the JV was given an option to rescind the contract. M/s Karamjeet Singh and Company Ltd. decided to rescind the contract and sought a refund of the amount deposited by the JV. The petitioners, however, wanted to implement the contract either by themselves or by the induction of another partner. The official respondents and the JV partners entered into correspondence and after following a considerably detailed procedure including obtaining an opinion of the Advocate General of the State of Haryana, the official respondents agreed to M/s Karamjeet Singh and Company Ltd. transferring their entire 51% shares in favour of the petitioners and a lease/agreement dated 05.08.2015 was entered into between the official respondents and the petitioners. It is this agreement that the petitioners in effect seek enforcement of in this writ petition. The private respondents challenged the same by filing a writ petition. It was not necessary to decide this writ petition as in the meantime the official respondents cancelled the permission to transfer the lease and the lease agreement dated 05.08.2015. It is this decision to cancel the permission and the agreement that is challenged in this writ petition.

This therefore is not a matter merely between the petitioners and the official respondents which can be decided only considering whether the official respondents having entered into the agreement were entitled to cancel it. The rights and contentions of respondent No.5 – the private respondent also fall for consideration. They have been agitated from the beginning.

We have rejected this writ petition inter-alia on the ground that the agreement which the petitioners seek to enforce by this writ petition was contrary to the provisions of the terms and conditions of the notice inviting tenders, the provisions of law and the principles that govern such matters.

4. It is necessary to refer to the facts in detail as the petitioners have relied strongly upon the process leading to the agreement dated 05.08.2015 which is now declared void by the impugned order.

5. The Director General (Mines)-respondent No.3 issued a notice dated 30.11.2013 informing the general public that the minor minerals' mines of 'Stone alongwith associated minor minerals' in the districts mentioned therein would be put to auction for grant of mining leases. Clauses 1 and 36 of the terms and conditions stipulated in the auction notice are as follow:-

"1. Only the authorized person of the Mining agency pre-qualified by the Department will be allowed to participate/offer bids in the auction.

36. No transfer of lease shall be permissible for a period of first five years of grant of lease. However, on

submission of an application, in accordance with the provisions of the Haryana Minor Mineral Concession, Stocking, Transportation of Mineral & Prevention of Illegal Mining Rules, 2012, and after satisfying itself the State Government may allow inducting of other partners/share holders to the extent of forty nine percent of the total shareholding of the original leaseholder.”

6. Prior to the auction notice, the petitioners and M/s Karamjeet Singh & Company Ltd. had formed a Joint Venture (for short 'JV') dated 18.09.2012. The joint venture participated in the auction held on 30.12.2013. It is admitted that the JV was pre-qualified and the petitioners by themselves were not pre-qualified. In other words, the petitioners were not qualified to participate in the auction on their own. The bid of the JV of Rs. 115 crores per annum for the Dadam quarry admeasuring 59.60 hectares being the highest was accepted. The reserve price was Rs.6.25 crores. The official respondents issued a letter dated 03.01.2014 addressed to M/s KJSL Sunder (JV) i.e. the joint venture stating that their bid was accepted under the provisions of the Haryana Minor Mineral Concession, Stocking, Transportation of Minerals & Prevention of Illegal Mining Rules-2012 (hereinafter referred to as the 2012 Rules). Paragraph 3 (xxv) thereof read as under:-

“3(xxv): No transfer of lease shall be permissible for a period of first five years of grant of lease. However, on submission of an application, in accordance with the provisions of the Haryana Minor Mineral Concession, Stocking, Transportation or Mineral & Prevention of Illegal Mining Rules, 2012, and after satisfying itself the state government may allow inducting of other

partners/share holders to the extent of forty nine percent of the total share holding of the original leaseholder.”

7. In terms of Rule 55(3)(iii) of 2012 Rules, the Joint Venture deposited an aggregate amount of Rs.28.75 crores being 25% of the annual bid amount which constituted the security deposit.

8. The JV and another party filed Civil Writ Petition Nos. 2599 of 2014 and 26454 of 2014 challenging the grant of a mining lease in favour of the Haryana State Industrial and Infrastructure Development Corporation Ltd. (HSIIDC), a public sector undertaking. The petitioners alleged that the lease in favour of HSIIDC was not disclosed and that the lease seriously prejudiced them as it was granted at a negligible price which would put the HSIIDC at an unfair advantage on account of a higher bargaining power qua the private parties. The lease was also challenged on other grounds. The petition was disposed of by an order and judgment of a Division Bench of this Court dated 04.03.2015 to which one of us (S.J.Vazifdar, C.J.) was a party. Three aspects regarding the writ petition and the judgment must be noted.

(A) It is important first to note that the petitioners challenged the lease in favour of the HSIIDC on the ground that it had been granted contrary to Section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 and Rule 9 of the 2012 Rules. It would be convenient to also set out Rules 16 and 50 which were

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referred to in the case. Section 15 and Rules 9, 16 and 50 insofar as they are relevant read as under:-

Section 15:

15. Power of State Governments to make rules in respect of minor minerals.—(1) The State Government may, by notification in the Official Gazette, make rules for regulating the grant of quarry leases, mining leases or other mineral concessions in respect of minor minerals and for purposes connected therewith.

(1-A) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

Rule 9:

9. (1) Any minor mineral deposits, where the government decides such areas to be operated under a lease, may be granted on mining lease for a period not less than 10 years but not exceeding 20 years following a competitive bid process as provided under Chapter 7 of these rules:

Provided that the Government may, wherever it deems necessary, pre-qualify the bidders, with the pre-qualification criteria determined upfront, by inviting expressions of interest through a public notice, and limit the bidding process among such pre-qualified bidders.

(emphasis supplied).

Rule 16:

(1) The lessee or contractor shall not assign, sublet, mortgage, or in any other manner transfer the lease or contract or any right, title or interest therein, to any person without prior approval of the government;

(2) When a lease is granted following the system of pre-qualification of lessees, the government may specify a lock-in period within which no transfer of such lease shall

be permissible. A lessee may, however, in such cases be permitted to induct other partners/ share holders to the extent of forty nine percent of the total shareholding of the original grantee;

(8) Subject to submission of the transfer application, complete in all respects, the government may allow the transfer of such lease or contract and prescribe such additional conditions, as it may deem appropriate;

(9) The government may refuse to allow such transfer, wherever deemed appropriate, for reasons to be recorded in writing after giving an opportunity of representation to the applicant;

Rule 50.

(1) Save in the cases specifically mentioned under these rules and where such mineral concessions may be granted on application, all mining leases/ contracts/ permits shall be granted through a transparent process of inviting competitive bids/ open auction, as may be decided by the government.

(2) The government may, in the interest of mineral conservation and scientific mining, pre-qualify the potential bidders, based on an objective assessment criteria determined upfront, by inviting Expressions of Interest through general public notice and restrict the bids among the pre-qualified bidders."

Based on these provisions, it was contended on behalf of the petitioners that the lease/mining rights granted in favour of HSIIDC were illegal being contrary to Rule 9. We will indicate later the

importance of this submission made on behalf of the petitioners themselves.

(B) Secondly the submission regarding the mandatory nature of these provisions was accepted so far as private parties are concerned.

Paragraphs 21 and 22 of the judgment read as under:-

“21. Mr. Chopra’s submission that Rule 9 makes it mandatory for the government to grant any mining lease following a competitive bid process as provided in Chapter 7 of the Rules is well founded. It is not open to the Government to grant the mining lease without inviting bids. This is to avoid favoritism and arbitrariness. It prohibits the grant of leases to operate mines on a pick and choose basis. The intention of the Legislature was also to award the lease in favour of the highest bidder so as to maximize the revenues. This is evident from sub rule (3) of Rule 9 which provides that the highest bid received shall become the annual dead rent payable by the lessee which in turn is subject to an increase at the rate of 25% on completion of each block of three years.

22. The provisions of Rule 9(1) requiring the grant of a lease in favour of the highest bidder is mandatory. Normally and in the absence of any special circumstances a lease to operate a mine can be granted only to the highest bidder after inviting bids from the public. The word “may” in Rule 9(1) must be read as “shall” in so far as it relates to the requirement of following a competitive bid process for granting a mining lease. The word “may” qualifies the State Government’s right to give the areas to be operated under a lease. It does not compel it to do so or even not to do so. If it decides to give the areas to be operated under a lease it must do so by inviting bids from the public. Rule 9(1) does not authorize the State Government to grant leases on a pick and choose basis. That the State Government

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may not be bound to grant the lease in favour of the highest bidder is another matter altogether.

The contention on behalf of the petitioners that Rule 9 makes it mandatory for the Government to grant any mining lease following a competitive bid process as provided in Chapter-VII of the Rules was upheld. It was also held that if the State Government decides to give any area to be operated under a lease, it must do so by inviting bids from the public and that the State Government cannot grant such leases on a pick and choose basis. The further findings that this rule does not apply to the State Government or to its instrumentalities such as corporations and companies owned and controlled by it is a different matter. At this stage it is sufficient to keep in mind that this Court upheld the petitioners' contention that if the State Government gives any area to be operated under a lease it must mandatorily to do so by inviting bids from the public. The provisions of Rule 9 are mandatory and must be followed except where the mining is done by the State Government or any of its instrumentalities.

(C) Thirdly, paragraph 54 and 57 of the judgment dealt with the petitioners' alternative plea as under:-

"54. It is not necessary however to consider this alternative plea raised and relief sought by the petitioners as Mr. Amar Vivek stated that the State of Haryana is willing to refund the entire amount paid by the petitioners with reasonable interest without levying any penalty whatsoever. The statements are accepted. In view thereof, it is not necessary to consider whether on

account of the respondents' having failed to disclose the decision to grant a lease in favour of HSIIDC, the petitioners are liable to rescind the contract. In view of Mr. Amar Vivek's statement that the petitioners would be refunded the entire amount and that no penalty would be imposed upon them is accepted, it is not necessary to consider any further in this writ petition Mr. Chopra's submission regarding the importance of putting third parties to notice of any adverse impact upon their bids.

If the petitioners' alternative submissions are well founded they may well be entitled to further reliefs including damages. For that however they must be relegated to appropriate proceedings. This writ petition is not an appropriate proceeding for computing damages assuming the petitioners are entitled to the same. The petitioners are always at liberty to file appropriate proceedings for recovery of any amounts. Needless to add that such proceedings would be determined on their own merits. It is clarified that this would be in addition to the benefit on account of Mr. Amar Vivek's above statement.

57. In the circumstances, both the writ petitions are dismissed.

However, the statements of Mr. Amar Vivek that the Government of Haryana would refund the amount paid by the petitioners and that no penalty would be imposed on the petitioners if they want to have their contracts cancelled are accepted. The petitioners shall exercise the option to either continue with the contracts or to rescind the same by 30.04.2015. If they choose to rescind the contracts, respondent No.1 shall repay all the amounts paid by the petitioners within eight weeks of the demand. The petitioners are at liberty to adopt appropriate proceedings for recovery of the compensation or damages which would be decided on their own-merits. The statement made on behalf of the respondents that the HSIIDC would not commence the mining operations without complying with the provisions of Section 17-A(2)

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of the Mines and Minerals (Development and Regulation) Act, 1957, namely, obtaining the approval of the Central Government and issuing the notification in the official gazette is accepted. There shall be no order as to costs."

9. The JV filed a petition for Special Leave to Appeal (C) Nos. 12623-12624 of 2015 to the Supreme Court which was disposed of by an order dated 01.05.2015 by extending the time that was granted to the petitioners by this Court for exercising their option till 10.05.2015.

10. It is from here that the case took a turn which ultimately resulted in the impugned action.

11. (A) The other joint venture partner i.e. Karamjeet Singh & Company Ltd. (for short 'KJSL') by a letter dated 07.05.2015 addressed to respondent No.2-the Additional Chief Secretary and Principal Secretary to Government of Haryana cancelled the authorization earlier accorded and stated that henceforth its Director one Akbal Singh Bhullar was authorized to sign all the documents, agreements and other necessary documents relating to the refund of the initial auction amount and interest. It must be remembered at this stage that Karamjeet Singh & Company Ltd. (KJSL) was a 51% partner in the joint venture.

By a further letter dated 07.05.2015 KJSL reiterated the decision to rescind the contract, sought the refund of Rs.28.75 crores deposited by the JV together with interest at 18% per annum and reserved the right to claim damages.

(B) On the other hand the petitioners addressed a letter dated 14.05.2015 to the Chief Minister of Haryana purportedly on behalf of the joint venture. They stated that the joint venture never intended rescinding the contract but that some vested interests working as a cartel managed to misguide their joint venture partner KJSL, as a result of which KJSL unilaterally rescinded the contract and sought refund of the amounts deposited. The petitioners stated that they disagreed with the same and undertook to operate the mines on the terms and conditions of the LoI and stated that they had no objection to KJSL surrendering its share. The petitioners placed considerable reliance on paragraph Nos. 9 and 10 of the letter which read as under:-

"9. In view of above, it is humbly requested that the State may kindly consider to take a reasoned decision in this behalf, we (Sunder Marketing Associates) undertook to operate the area of Dadam mine @ ₹ 115 crore per annum as per terms of grant. Therefore, we will have no objection if the other partner-M/s Karamjeet Singh & Co. Pvt. Ltd. intends to surrender his share.

In such an eventuality, State may consider either (i) transfer of 51% shares of Karamjeet Singh & Co. Pvt. Ltd. in favour of Sunder Marketing Associates or (ii) permit induction of any of the other pre-qualified mining agency in place of M/s Karamjeet Singh & Co. Pvt. Ltd. subject to condition that we are able to persuade any of pre-qualified agency.

10. State may consider that in case vested interests are allowed to create undesirable dispute at this stage and to keep the Dadam mine also closed for another period of 1 or ½ year, on one hand the State would loose revenue and at the same time, general public will not be able to get construction material. The same will serve

purpose of only those persons who could manage to create litigation for Haryana Mining and keep the same stand still so that they could sell their material at high rates to the general public of Haryana. Needless to State here that grant of environmental clearance in favour of KJSL Sunder is in advance stage and likely to be accorded by MoEF any time."

(C) The official respondents were, therefore, faced with a peculiar situation where one of the joint venture partners viz. KJSL had sought to rescind the contract whereas the other viz. the petitioners did not seek to do so and evinced an interest in implementing the same. Moreover, as stated earlier, by the letter dated 07.05.2015 KJSL cancelled the earlier authorization and stated that being a 51% share holder of the JV, its Director was authorized to sign the agreements and other necessary documents relating to the refund of the amounts deposited with interest.

12. This brings us to the manner in which the official respondents proceeded in the matter.

(A) The Mining Engineer submitted a note dated 25.05.2015. The note proposed allowing the petitioners to continue with the lease and to allow KJSL to surrender its share and suggested that the surrendered share could either be allowed to be retained by the petitioners or the petitioners may be allowed to induct new partners for the said work. The note, however, suggested taking an opinion of the Advocate General as to the validity of the proposal.

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Mr. Bhardwaj, the learned counsel appearing on behalf of the private respondents relied upon paragraph-21 of this note in support of his submission that the auction had not fetched the correct price. Although we will deal with this submission later, it would be convenient to set-out paragraph-21 at this stage:-

"It may be worth point out here that the mode of grant of leases through auction amongst the pre-qualified bidders has otherwise not attained success as was expected. Rather it gave room for a few of big giants to form cartel/monopoly and create litigations and ensure mining in Haryana remains closed. The action on the part of many of the pre-qualified bidders had resulted in defeating the fair attempt of the State Government to bring good operators by way of pre-qualification.

As a result the Department has already recommended that the process of auction amongst the pre-qualified bidders be disposed with and all interested parties may be allowed to participate in future auctions even for stone mines."

(B) The higher authorities by an endorsement dated 26.05.2015 decided to seek the opinion of the Advocate General.

(C) The learned Advocate General submitted his opinion dated 28.05.2015. Though an opinion on an issue of fact or of law itself is irrelevant in a Court proceeding and normally cannot and must not be relied upon, we permitted the petitioners to refer to it only to indicate the process that led to the official respondents' initial decision to accept the petitioners' suggestions to permit them to work as per the lease which decision was subsequently recalled by the impugned orders.

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The Advocate General opined that the over all interest of the State warranted continuation of the contract by the bidders notwithstanding withdrawal of one of the partners of the joint venture. He, however, suggested that the petitioners must execute an indemnity bond that they were willing to fulfill all the obligations notwithstanding the withdrawal of the other partner and would honour the conditions stipulated in the LoI without seeking any modification or change thereof. He further opined that as one of the partners offered to exit, the execution of the indemnity bond with a forwarding letter by the other existing partner would meet the requirements of the Government to allow "running of the affairs of the joint venture/mining contracts".

(D) The Mining Engineer submitted a further note dated 10.06.2015 which also referred to the opinion of the Advocate General. The note submitted that the over all interest of the State was in continuing the lease for a variety of reasons including for the reason that the environmental clearance had been obtained and at any time the formal approval of the Ministry of Environment and Forest, Government of India, may be notified and that there may be a loss of revenue if a fresh auction is held. The note also referred to KJSL's representation that the offer of the petitioners ought not to be accepted and stated that the same was not in the interest of the Government. The note made the following proposal:-

"Accordingly if finds approval, the State Government may be requested to allow transfer of the entire share in favour of M/s Sunder Marketing Associates one of the partners of M/s KJSL Sunder (JV) who intends to continue with the lease/contract. The transfer of share/transfer of lease shall be subject to conditions that:-

- i. The partner M/s Sunder Marketing Associates who intends to remain in the lease shall execute the lease deed with the department/State.
- ii. M/s Sunder Marketing Associates shall furnish fresh affidavits of all the existing sureties (in place of existing affidavits) that they stand surety for M/s Sunder Marketing Associates in place of M/s KJSL Sunder (JV) and in case any of the existing sureties do not furnish such affidavit M/s Sunder Marketing Associates shall be liable to furnish new surety for such amount.
- iii. M/s Sunder Marketing Associates shall also execute an Indemnity Bond with the department that the firm/he will fulfill all the obligations arising from the existing lease and notwithstanding of the withdrawal of one of the partner/he would honour stipulated conditions therein and he alone shall be liable for the running of the lease himself and shall at no stage seek any modification, or change in the conditions thereof.
- iv. In addition to this, M/s Sunder Marketing Associates will also be responsible to settle all accounts/issues with outgoing partner M/s Karamjeet Singh & Co. Ltd. and State shall not be responsible for claims if any made by M/s Karamjeet Singh and Company Ltd.
- v. The decision to transfer the lease/share in favour of M/s Sunder Marketing Associates one of the JV/consortium be communicated to M/s Karamjeet Singh & Co. Ltd. It may be pointed out here that in case, at any stage, M/s Sunder Marketing Associates fails to settle all issues with M/s Karamjeet Singh & Co. Ltd. and any claims with regards to refund of amount qua above said lease, if any, paid by M/s Karamjeet Singh & Co. Ltd. to the consortium are not

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refunded, appropriate action including cancellation of lease would be initiated against them.”

(E) The Senior Mining Engineer by an endorsement of the same date i.e. 10.06.2015 recommended the approval of the Mining Engineer’s proposal. This was followed by the following endorsement dated 16.06.2015 of the Principal Secretary to the Chief Minister of Haryana:-

“Request for refund of amount deposited at the time of auction by one partner and request for Execution of Mining Lease Deed by another partner in respect of Minor Mineral over an area of 55.50 Hectares in village Dadam, Tehsil Tosham, District Bhiwani.”

(F) The Director General, Mines and Geology Department, Haryana addressed a letter dated 17.06.2015 to the joint venture partners i.e. the petitioner and KJSL setting out all the facts and stated that considering the same, it had been decided to continue the lease with the petitioners and to allow KJSL to go out of the same and that to avoid any complication the lease may be allowed to be transferred/changed in the petitioners’ name subject to the conditions mentioned therein.

13. The petitioners furnished an undertaking on the terms sought and referred to earlier. KJSL by a letter dated 19.08.2015 enclosed a copy of the resolution of its Board of Directors accepting the petitioners’ proposal of settlement and dissolution of the JV and stated that KJSL would cease to operate as a consortium partner of the said JV

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with immediate effect and that it had no objection to the petitioners continuing with the mining lease solely or alongwith other interested parties.

14. It is in these circumstances that ultimately a mining lease dated 05.08.2015 was executed between the petitioners and the official respondents which was later annulled by the impugned order.

15. By a communication dated 03.07.2015 the Ministry of Environment, Forest and Climate Change granted environmental clearance accorded by a letter dated 03.07.2015 to the petitioners. By a letter dated 28.10.2015 addressed to the Joint Venture, the Ministry of Environment, Forest and Climate Change, transferred the environmental clearance in the name of the petitioners from that of the joint venture subject to certain conditions.

16. Having obtained the environmental clearance and the transfer thereof in their name, the petitioners started paying royalty w.e.f. 01.11.2015 and started the mining operations. The petitioners' contend that they had been paying monthly installments towards annual dead rent of Rs.9.58 crores regularly and without default, Rs.96 lacs per month to the Rehabilitation and Restoration fund, Rs.3 crores to 3.5 crores towards various statutory/tax dues and Rs. 19.50 lacs per month as tax collected at source. The petitioners have employed about 7000 persons, engaged 350 to 400 crushers and 1300 to 1400 trucks are deployed for transportation.

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17. It is necessary now to refer to the steps taken by respondent Nos.5 and 6 - the private respondents prior to the action of the official respondents impugned in this writ petition.

(A) Respondent No.5 carries on the business of mining. Respondent No.6 is a journalist. These respondents had filed a PIL, which we will refer to shortly. They were, therefore, ordered to be impleaded in this petition. For convenience, we will refer to them as the private respondents. The private respondents by a letter dated 10.03.2016 sought information under the Right to Information Act, 2005 in respect of the matter. This letter is not on record. However, the response thereto by the State Geologist-cum-State Public Information Officer, Department Mines and Geology, Haryana, dated 10.03.2016 refers to the private respondents' application dated 12.01.2016. The information to the private respondents was enclosed under cover of the letter dated 10.03.2016, paragraph-9 whereof reads as under:-

“One of the case where transfer/change of name was allowed relates to Dadam stone mine. The file relating to said lease has been submitted to the State Government and is not presently available in the office. The copies of required documents can be provided only on receipt of the concerned file.”

Thus the private respondents started taking steps to enquire into the matter within a reasonable time of the lease dated 05.08.2016. He was not furnished the documents as is evident from paragraph-9 quoted above.

(B) The private respondents thereafter obtained some of the documents and ultimately filed Civil Writ Petition No. 9419 of 2016. The petitioners were also parties to this writ petition which was filed as a Public Interest Litigation (PIL) challenging the order permitting the transfer of the share of the lead partner KJSL in favour of the petitioners by the order of the official respondents dated 17.06.2015 and for a direction to the official respondents to conduct a fresh auction of the said mines. They also sought an order for conducting an enquiry into the role of the official respondents alleging that they had committed various illegalities and had violated the law and sought an order under section 21 of the Mines and Minerals (Development and Regulation) Act, 1957 to recover the value of the entire minerals extracted pursuant to the lease.

(C) The petition was disposed of by an order and judgment dated 14.09.2016 by a Division Bench of this Court to which one of us (S.J.Vazifdar, C.J.) was a party. We will come back to this order after referring to the facts that transpired prior thereto.

18. (A) This brings us to the impugned action which commenced with the notice dated 09.08.2016 and the orders in the proceedings filed upto now.

(B) The notice set out the details of the auction process including that 21 mining agencies were pre-qualified to participate in the auction and the facts that led to the agreement dated 05.08.2015 between the petitioners and the official respondents. The notice also

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referred to the PIL viz. Civil Writ Petition No. 9419 of 2016 and an interim order passed therein dated 13.05.2016 issuing notice. The notice then states that the official respondents had once again examined the matter and that on a reconsideration of all the issues, the competent authority was of the view that the transfer of the 51% share of the lead partner-KJSL to the petitioners was not in consonance with the provisions of the 2012 Rules and the terms of the auction notice and that, therefore, it was proposed to withdraw the permission for the transfer dated 17.06.2015 with immediate effect. The petitioners were afforded a personal hearing.

(C) The petitioners filed Civil Writ Petition No. 16735 of 2016 challenging this notice which was disposed of vide judgment and order dated 27.08.2016 by a Division Bench of this Court of which one of us (S.J.Vazifdar, C.J.) was a party. It was held that the notice dated 09.08.2016 was infact only to show cause and was not a final decision in the matter. The order referred to the said Civil Writ Petition No. 9419 of 2016 and noted that it would be appropriate, therefore, for the official respondents to hear the respondent No.5 herein also before passing a final order in respect of the show cause notice. The order concluded by directing that the order of the official respondents, if adverse, to the petitioners, shall not be implemented for a period of two weeks after the service thereof upon them. The petitioners accordingly filed a detailed reply dated 23.08.2016 as also an additional reply dated 02.09.2016 to the show cause notice.

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(D) By an order dated 14.09.2016 the said Civil Writ Petition No.9419 of 2016 filed by respondent No.5 was disposed of as it did not survive in view of the aforesaid facts especially the communication dated 09.08.2016. The order referred in turn to our order dated 27.08.2016 in Civil Writ Petition No. 16735 of 2016 which challenged the show cause notice dated 09.08.2016. It recorded Mr. Sinhal's statement that the parties including the petitioners and respondent No.5 herein had been heard and that an order would be passed by 28.09.2016. The petitioners therein i.e. private respondents herein were granted liberty to file a fresh petition not only in respect of the order to be passed pursuant to the show cause notice issued to the petitioners herein but also in respect of other claims in the petition.

19. Ultimately the show cause notice was disposed of by the impugned order dated 29.09.2016. The order set out the facts and the submissions of the parties. It was held, however, that the petitioners had failed to give a satisfactory response to the issue that as per condition No.36 of the auction notice the dilution of share/induction of new partner/share holders during the first five years was not permissible beyond 49% of the total share holding of the original lease holder. It was held that the lead partner with 51% share having sought to rescind the lease, the other partners namely the petitioners could not have been allowed to run the mine by permitting the transfer of the lead partners share to themselves. The petitioners' request to be permitted to bring a new pre-qualified mining agency was also rejected in view of

condition No.36 of the auction notice. The order, however, stated that any action taken by the petitioners and the State Government as per letter dated 17.06.2015 and as per the lease executed pursuant thereto shall remain valid and not have any adverse implication for any of the parties. The petitioners were accordingly directed to stop the mining operations/dispatch of any mineral on the expiry of the period of two weeks from the date of the order.

20. On 06.10.2016 a Division Bench of this Court issued notice of motion and stayed the implementation of the impugned order dated 27.09.2016. By a further interim order dated 27.10.2016 another Division Bench of this Court to which one of us (S.J.Vazifdar, C.J.) was a party continued the interim order but on the understanding that equities would be adjusted by the Court by way of compensation or otherwise. As the reliefs claimed in the petition are rejected, we have adjusted the equities as stated later.

21. Dr. Singhvi's case on behalf of the petitioners is as follows:-

The petitioners by their letter dated 14.05.2015 gave the State an option for permitting the petitioners to continue by allowing KJSL to transfer its share to the petitioners or permitting the induction of a pre-qualified partner in KJSL's place. The State duly applied its mind on all the aspects of the case including the operation of clause 36 and in the interest of the State decided to let the petitioners continue as per the agreement dated 05.08.2017.

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The impugned order has been passed merely because of a change of opinion on the same set of facts. There are no new facts which necessitated or justified the change of opinion by the State. There was no mis-representation or suppression of the facts by the petitioners. The Government is entitled to a play in the joints and it is in the exercise of this entitlement that the Government entered into the agreement dated 05.08.2015 with the petitioners.

The principle of promissory estoppel applies against the government. The vested right of the petitioner cannot be taken away by way of an executive order. Government cannot take advantage of its own wrong as admittedly the petitioner was never at fault. The impugned order has all the traits of a pre-determined mind.

The primary ground taken in the impugned order is violation of clause 36 of the DNIT which only talks of transfer of lease. In the present case the lease was ultimately executed by the State Government in favour of the petitioners and there was no transfer of KJSL's share after the execution of the lease. Clause 36 does not apply, as it only talks of transfer of lease. In the present case there was no lease executed in name of the JV. Supplementary reasons which are not reflected in the order cannot be taken at the stage in support of the said order.

Clause 36 is not an essential term as it in any event permits the transfer of a lease after a period of five years.

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No bidder has challenged the grant of the lease in favour of the petitioners. Therefore, there is no question of violation of Article 14. Respondent No.5 was not a bidder and therefore has no *locus standi*. There is gross delay as the agreement was entered into on 05.08.2015 and the petitioners have invested crores of rupees towards the implementation of the agreement.

Respondent No.5 at the instance of whom the impugned order has been passed is disqualified as of today.

The benefit to the State is enormous whereas the prejudice to the State is minimal. The government is getting a royalty of Rs. 115 crores per annum against the reserve price of Rs. 6.25 crores. About 5 crores per month of additional revenue is being generated. The government would have to refund the security. Additional 45 crores have been invested by the petitioner by way of capital investment. The Government was saved from facing a suit for damages as the permission for filing of the same was given by this Hon'ble Court vide order dated 04.03.2015. The State would face shortage of construction material in case of closure of the mine in question. Fresh environment clearance will take 1 to 1 ½ years after the fresh bidding process is complete and the State will lose precious revenue to the tune of hundreds of crores in the interregnum.

22. We will presume for the purpose of this petition that there were no mala fides in the process leading to the agreement dated

05.08.2015, although the private respondents strongly contended that there were.

23. Although it is admitted that the petitioners were by themselves not qualified to bid for the work it is necessary to see the nature and extent of their disqualification.

24. It is necessary at the out-set to notice various aspects of the "Invitation of Technical Proposals for Prequalification of Mining Agencies" (hereafter referred to as the Invitation) published by the official respondents. The same stated inter-alia as follows:-

"Invitation of technical proposals for pre-qualification of mining agencies stated inter-alia as follows:-

The Government of Haryana proposes to pre-qualify/shortlist international and national level companies/agencies interested in undertaking mining of Minor Minerals in Haryana in order to ensure that the mining operations in the State are carried out in a scientific and systematic manner.

Since the mining leases involving use of explosives, blasting and drilling are proposed to be granted following a transparent process of competitive bidding/open auctions, it is proposed to technically pre-qualify the agencies based on their past track record in terms of experience in scientific and systematic mining, qualified manpower to handle the operations (mining engineers, explosives experts etc.), machinery and equipment, financial and technical capacity, observance of environmental safeguards, experience in undertaking restoration, reclamation and rehabilitation measures etc. for participation in the final bid/auction process.

Accordingly, technical proposals are invited from agencies interested in their pre-qualification and intending

to participate in the process of mining of Minor Minerals in the selected areas of State of Haryana.”

25. The official respondents, therefore, adopted the system of pre-qualifying agencies and set-out the relevant parameters to determine the suitability of bidders. The importance of pre-qualification is understandable in works such as these. It involves the use of explosives, blasting and drilling and affects the adjacent as well as surrounding areas also. The official respondents’ decision to technically pre-qualify the agencies based on their past track record cannot be said to be arbitrary.

26. It is true that paragraph 21 of the Mining Engineers note dated 25.05.2015 quoted earlier advocated against the system of pre-qualification and suggested that all interested parties be allowed to participate in future auctions. It is, however, for the State as the party inviting bids and not for the Court to decide which system the State ought to adopt. We must proceed on the basis of the system adopted by the State and not the system recommended.

27. The agencies/bidders’ record was to be judged in terms of the experience in scientific and systematic mining, the availability of qualified manpower to handle such operations, machinery and equipment, the financial and technical capacity, observance of environmental safeguards, experience in undertaking restoration, reclamation and rehabilitation measures etc. The parameters are even to

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a layman justified and reasonable. Indeed they were not questioned before us as being arbitrary or irrelevant to the work.

28. It is true that the official respondents prior to executing the agreement dated 05.08.2015 went through several steps. The decision leading to this agreement was considered at several levels. Even assuming that the factors that were taken into consideration while deciding to enter into the agreement are not irrelevant, the decision making process did not take into consideration this crucial aspect of the matter namely the importance of pre-qualification of a bidder keeping in mind the nature of the work.

29. Even the extent of the qualification of the petitioners was not considered in the process. The following provisions of the said invitation relating to the eligibility of the bidders are important:-

“6. Major changes introduced in the State Minor Mineral Concession Rules:-

The State Government has substituted the “Punjab Minor Mineral Concession Rules, 1964” with the ‘**Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012**’ . The revised rules have been published in the State Gazette on 20th June, 2012 and also placed on the State website www.haryana.gov.in. The major highlights of the revised rules are as under:-

- Grant of leases for a minimum period of ten years subject to a maximum of twenty years and the actual period of lease to be decided by the Government upfront in each case.
- Grant of Mining Contracts for a minimum period of seven years subject to a maximum of ten years to be decided upfront by the Government in each case.

7. Parameters for Technical Evaluation:-

Sr.No.	Parameter	Factors to be considered
1.	Experience in mining	<ul style="list-style-type: none"> • Type of Mining Major or Minor minerals; • No. of years (mineral wise) • Scale of operations production;

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		<ul style="list-style-type: none"> • Status of requisite environmental clearances including licences for storage/use of explosives; • Use of ICT in management of operations;
2.	Experience in R&R Initiatives and Environmental compliances	<ul style="list-style-type: none"> • Details/particulars of the mines Rehabilitated in past with specific reference to last 10 years; • Details of the sites rehabilitated;
3.	Corporate Social Responsibility	<ul style="list-style-type: none"> • Company's initiatives implemented in fulfillment of Corporate Social Responsibility objectives in the areas operated;
4.	Manpower on full-time/regular employment on the rolls of the company	<ul style="list-style-type: none"> • Number of Experts in the field of Mining; • Number of Experts in the field of Geology; • Number of Experts for use of explosives (as per Mines Act, 1952);
5.	Machinery & equipment: <ul style="list-style-type: none"> • Owned by the company • Taken on long lease by the Company ; • Temporary hiring by the Company. 	Details alongwith make and year of purchase/model of the ; <ul style="list-style-type: none"> • Excavators/excavator cum loaders; • Drilling m/c-jack hammer and wagon drill machines; • Air compressors; • Dumpers; • Electronic Weigh bridges; • Any other equipment
6.	Turnover	Turnover for last three years.
7.	Profit/loss	Profit/loss statement for the last five years duly certified by the C.A.
8.	Financial resources and Net worth of the company	The availability of Financial recourses and net-worth of the company for raising funds in case of future projects in mining.
9.	Defaults, if any.	Details of the fines/punitive action/premature termination of leases/contracts, blacklisting by any agencies [information of each of the partners/directors be furnished].

8.4 Method of Evaluation

- (i) The Technical Proposals shall be examined and evaluated by a Committee of Officers and experts constituted by the Government for the purpose;
- (ii) The evaluation process shall be carried out in two phases i.e. scoring based on the written submissions and, thereafter, through technical presentations before the Committee appointed for the purpose. The combined score shall form the basis for pre-qualification;
- (iii) The applicant securing a minimum of 60% technical score shall be considered as pre-qualified.

8.5 Format for Submission of Proposals

Two printed copies and one electric copy on CD-ROM (in PDF format) of Technical Proposals shall be submitted as per the format described in 'Annexure A' to this document. Documents shall be

in English, with printed copies duly signed on each page by the authorized signatory.

Clause 8.6 of the Invitation was substituted by a corrigendum regarding the invitation of proposals. The same in so far as it is relevant reads as under:-

“Clause 8.6

“The following Corrigendum is being issued in connection with the RFQ for Empanelment of Mining Agencies based on pre-qualification for participation in bids/auctions of Minor Mineral Mining Blocks in Haryana that was released on 18.08.2012.

The Para 8.6 of the RFQ document on the subject noted above shall be substituted as under:-

Sr.No.	Criteria	Allocation of Marks
1.	Mining Staff (Mining Geological/ Experts/professionals) on the regular rolls of the agency at the time its past operations on ongoing activities:- (i) Mining engineer having First Class Mines Manager Certificate with minimum experience of 10 years; (ii) Qualified Geologist with minimum qualification of M.Sc. (Geology) and having minimum experience of 10 years; (iii) For two second class Mines Manager certificate holders (1.5 marks each); (iv) For two qualified blasters** (1.5 marks each); (v) For a qualified Mechanical Engineer	Max. marks: 15 04 03 03 03 02
2.	Machinery and equipment: (i) Excavator (one mark each) (ii) Dumpers (minimum 02) (iii) Wagon Drill Machine (one mark for each)	5 (max) 02 01 02
3.	Experience in Mining (Major/Minor Minerals) (i) More than 20 years (ii) 15 to 20 years (iii) More than 10 but upto 15 years (iv) More than 5 but upto 10 years (v) More than 02 years but upto 5 years	10 (max) 10 08 06 04 02
4.	Average Annual Turn over computed for the last <u>three</u> contiguous years (i) Rs. 5 cr. to Rs.10 cr. (ii) Above Rs.10 cr. but upto Rs.25 crore (iii) Above Rs.25 crore but upto Rs.50 crore (iv) More than Rs.50 crore	10 (max) 3.0 5.0 8.0 10.0
5.	Average Net profit or loss (for the corresponding period of turn over) Profit a) Less than 5% of the turnover b) Above 5% but upto 10% of the turnover	10 (max.) 5.0 7.5

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	c) Above 10% of the turnover	10
	Loss	
	a) Less than 5% of the turnover	-5
	b) More than 5% but upto 10% of the turnover	-7.5
	c) More than 10% of the turn over	-10
6.	Net-worth of the Applicant Company/Agency as on 31 st March, 2012;	10 (max.)
	(i) Rs. 5 cr. to 10.00 cr.	2.5
	(ii) More than Rs. 10.00 cr. but upto Rs.25 crore	5.0
	(iii) More than Rs.25 cr. but upto Rs.50 cr.	7.5
	(iv) More than Rs.50.00 cr.	10.0
7.	Restoration and Rehabilitation works: (5 marks each for one project/site Restored and Rehabilitated in any mining site operated anywhere)	10 (max.)
8.	CSR initiatives implemented by the Company and the amount invested year-on-year basis	5 (max.)
9.	Number of mining projects with minimum area of 15 hectare successfully completed;	10 (max.)
	(i) Three projects or more	10.0
	(ii) Two projects	7.5
	(iii) One project	5.0
10.	Any black-listing/pre-mature termination for default on the part of the company	(-) 5
11.	Assessment by the Committee based on Technical Presentation of the proposal covering (i) Adoption of scientific and systematic mining, safety parameters, site management practices in mining operations (demonstrated in two projects in operation or those operated in the past) and (ii) overall general mining approach presented	15
	Qualifying score:	60/100
Note	** In case of pre-qualification only for State Stone Mining, 03 marks assigned for Blasting staff will be awarded on the basis of technique adopted in mining of state stone for which the applicant will have to provide supporting documentation including site photographs.	

A pre-proposal conference was held on 29.08.2012 for empanelment of mining agencies at which clarifications were sought by the mining agencies and furnished by the official respondents. The conference was held in order to clarify the doubts and to elicit response on the terms and conditions in the RFQ for empanelment of mining agencies based on pre-qualification for participation in bids/auctions of mining blocks that was released on 18.08.2012. Item No.4 of paragraph-2 of the minutes of the meeting which is important reads as under:-

2. The issues raised by the participants during the pre-proposal conference and the response thereto is given hereunder:-

Sr.No.	Observations made/clarifications sought by the participants	Response from the Government
4.	Whether joint ventures/consortium are permissible. If yes, what are the norms/conditions? What are the norms to be fulfilled by lead member/partner of the joint venture/consortium?	Yes, joint ventures and consortium and consortium are allowed to participate in empanelment process provided an SPV is created before submission of application. The lead member of the consortium has to fulfill all the technical parameters and should be holding a majority stake (at least 51%) in the SPV. Further, the lead member is not allowed to dilute his shareholding if the SPV is granted the mineral concession after the bid process. Reference to Rule 16 of the Revised Rules was made in this behalf.

30. As we mentioned earlier, the petitioners admittedly are not qualified by themselves. They do not meet the qualifying score of 60/100. Even the extent of qualification is not adverted to on the record. Clause 8.6 stipulates in considerable detail the manner in which the qualification is to be assessed. Moreover, clause 8.4 requires the evaluation process to be carried out through technical presentations before the committee appointed for the purpose. The committee comprised of the officers and experts constituted by the Government for the purpose. The decision making process did not involve the committee for appraisal of the petitioners' qualification. Considering the nature of the work and the importance of the prequalification criteria that was not only necessary but imperative.

31. The decision making process, therefore, was flawed.

32. There is another infirmity in the decision making process. Although there are comments regarding the financial implications,

there does not appear to have been any serious or in-depth study which would indicate that there would be adverse financial implications if fresh tenders were invited. Mr. Bhardwaj's criticism of the decision making process in this regard prima-facie at least is well founded. This is buttressed by the offer and undertaking of respondent No.5 that in the event of fresh bids being invited he would bid an amount not less than Rs. 150 crores per annum. To establish his *bona fides* respondent No.5 has tendered a cheque in the sum of Rs. 15 crores agreeing that in the event of there being any breach of the undertaking the said Rs.15 crores could be appropriated by the official respondents unconditionally in addition to any other action that the official respondents may adopt against the private respondents for the breach of the undertaking including by way of contempt of Court. Indeed if there is breach of the undertaking even without this concession the respondents would be liable for the same.

33. That the petitioners gave the official respondents the option to either permit the transfer of KJSL's 51% share in the JV to the petitioners or to permit the petitioners to induct a pre-qualified party in place of KJSL is of no consequence. The options were contrary to the terms and conditions of the invitation and to the provisions of law.

34. It was clarified at the pre-proposal conference held on 29.08.2012 that joint ventures were allowed to participate provided however that the SPV was created prior to the submission of the application. The entire process in the petitioners' case was much later.

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Moreover only 49% of the share could have been transferred. KJSL, however, transferred its entire 51% share and not 49% of its share. The decision making process did not consider the effect of permitting the transfer of more than 49% of the share by KJSL. If only 49% share was allowed to be transferred, KJSL would have continued to be liable as a partner of the JV jointly and severally with the petitioners and the new partners.

35. The agreement is also contrary to the provisions of law. It is contrary to Section 15 of the Act read with Rule 9 of the 2012 Rules which mandate leases of 10 years to 20 years to be granted by the Government following a competitive bid process. The provisions have been held to be mandatory by the judgment of this Court dated 04.03.2015 in the petitioners' case, paragraphs 21 and 22 whereof we quoted earlier. The acceptance by this Court of the submissions on behalf of the petitioners in that case are a complete answer against the validity of the agreement dated 05.08.2015 between the petitioners and the official respondents.

36. Clause 36 at first blush appears to be inapplicable as no lease was executed between the JV and the official respondents. However, the term lease in clause 36 would apply even to cases where the right to obtain the lease had crystallized. A view to the contrary would enable a bidder to transfer its share at will prior to the lease thereby defeating the purpose of Clause 36.

(8)

37. The entire decision making process indicates that the agreement of 05.08.2015 was but a continuation and a part of the original auction process. That being so and the process having been flawed for several reasons, we are unable to enforce the contract in petitioners' favour on the ground that the State was in any event entitled to independently grant a contract of this nature to the petitioners without affording all other parties interested an opportunity of participating in the commercial venture of the State.

38. If the agreement dated 05.08.2015 is considered to be an independent transaction it makes matters worse for the respondents for that would be contrary to Rules 9, 16(1) (2) (8) (9) and 50 as well.

39. The contention that clause 36 is not an essential term as it permits the transfer after the period of five years is not well founded. Merely because a transfer of lease is permitted after a period of five years it does not indicate that the clause does not contain an essential term of the contract. The clause is obviously inter-alia to ensure that the only persons serious about executing the work bid for it. In other words one of the purposes of this condition is to ensure that the parties do not submit bids for speculating/ trading in licences/leases.

40. What the petitioners seek in effect is a decree of specific performance. The least that must be said in favour of the respondents- official and private, is that a relief of this nature ought to be sought not in a writ petition but in a properly constituted action such as a suit or before an arbitral Tribunal if there be an arbitration agreement. There

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are several other issues which would also arise in such cases. Even assuming that the petitioners have made out a case, it is not necessary that they would be granted a decree of specific performance of the contract. They may well be granted only the alternate relief of damages in lieu of specific performance. This of course is assuming that they established their case. To allow this writ petition would ultimately amount to precluding the respondents from raising several other contentions which they would otherwise be entitled to in a suit or any other appropriate proceedings.

41. Mr. Bhardwaj's reliance upon the judgment of the Supreme Court in *Rishi Kiran Logistics Pvt. Ltd. V. Board of trustees of Kandla Port Trust and others*, 2015(13) SCC 233 is well founded. The Supreme Court held:-

"37. The questions before the Supreme Court in *Kisan Sahkari Chini Mills Ltd. case* [(2008) 12 SCC 500] were: (i) Whether the High Court was right in concluding/assuming that there was a valid contract? and (ii) Whether the High Court was justified in quashing the order of the Secretary (Sugar)? This Court answered the aforesaid questions in the negative and set aside the judgment of the High Court holding that: (SCC pp. 501-02)

"Ordinarily, the remedy available for a party complaining of breach of contract lies for seeking damages. He would be entitled to the relief of specific performance, if the contract was capable of being specifically enforced in law. The remedies for a breach of contract being purely in the realm of contract are dealt with by civil courts. The public law remedy, by way of a writ petition under Article 226 of the Constitution, is not available to seek damages for breach of contract or specific performance of contract. However, where the contractual dispute has a public law element, the power of judicial review under Article 226 may be invoked."

It is clear that the aforesaid case is closest to the facts of the present case.

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38. It thus stands crystallized that by way of writ petition under Article 226 of the Constitution, only public law remedy can be invoked. As far as contractual dispute is concerned that is outside the power of judicial review under Article 226 with the sole exception in those cases where such a contractual dispute has a public law element."

42. The case before us does not warrant a deviation from the normal principle.

43. There is no public law principle or issue that warrants the grant of specific performance in this case. The principle of public law in fact warrants the Writ Court to relegate the petitioners to any alternate remedy such as a civil suit. As we mentioned earlier, specific performance is a discretionary relief. It is possible that for the reasons already stated the Court may not grant specific performance even if the petitioners establish a breach on the part of the official respondents. In that event it is hardly possible to compute damages in this petition. Moreover, the grant of specific performance would be contrary to the Act and the Rules.

44. Dr.Singhvi's reliance upon a judgment of the Supreme Court in *Manuelsons Hotels Private Limited v. State of Kerala and others* 2016(6) SCC 766 is not well founded. The facts of that case are entirely different from the facts of the case before us. Moreover, this is not a case merely between the petitioners and the official respondents. The private respondents are also involved. They have specifically challenged the permission to transfer the lease and agreement dated 05.08.2015. Their challenge cannot be overlooked on the ground of

principle of promissory estoppel invoked by the petitioners against the official respondents. The correctness of the permission to transfer and the agreement are themselves in question including on the ground that the same were contrary to law and affected the rights of third parties such as respondent No.5 and parties similarly situated.

45. Mr. Sinhal's justifiably relied upon the following observations of the judgment of the Supreme Court in *Shri Sidhballi Steels Ltd. and others v. State of Uttar Pradesh and others 2011(3) SCC 193:-*

"33. Normally, the doctrine of promissory estoppel is being applied against the Government and defence based on executive necessity would not be accepted by the court. However, if it can be shown by the Government that having regard to the facts as they have subsequently transpired, it would be inequitable to hold the Government to the promise made by it, the court would not raise an equity in favour of the promisee and enforce the promise against the Government. Where public interest warrants, the principles of promissory estoppel cannot be invoked. The Government can change the policy in public interest. However, it is well settled that taking cue from this doctrine, the authority cannot be compelled to do something which is not allowed by law or prohibited by law. There is no promissory estoppel against the settled proposition of law. Doctrine of promissory estoppel cannot be invoked for enforcement of a promise made contrary to law, because none can be compelled to act against the statute. Thus, the Government or public authority cannot be compelled to make a provision which is contrary to law.

41. By virtue of Sections 14 and 21 of the General Clauses Act, when a power is conferred on an authority to do a particular act, such power can be exercised from time to time and carries with it the power to withdraw, modify, amend or cancel the notifications earlier issued, to be exercised in the like manner and subject to like conditions, if any, attached with the exercise of the power. It would be too narrow a view to accept that chargeability once fixed cannot be altered. Since the charging provision in the Electricity (Supply) Act, 1948 is subject to the State Government's power to issue notification under Section 49 of the Act granting rebate, the State Government, in view of Section 21

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of the General Clauses Act, can always withdraw, rescind, add to or modify an exemption notification. No industry can claim as of right that the Government should exercise its power under Section 49 and offer rebate and it is for the Government to decide whether the conditions are such that rebate should be granted or not."

The facts in this case are stronger to refuse the invocation of the principle of promissory estoppel in the petitioners' favour. This is especially as the impugned agreement was contrary to the Act and the Rules, the DNIT and the general principles of law.

46. Dr.Singhvi's contention that the private respondents have no locus-standi as they were not the bidders is not well founded. Every pre-qualified party irrespective of whether it participated in the earlier auction or not, would be entitled to challenge the agreement dated 05.08.2015. If the challenge is upheld it would entitle the party to participate in the fresh auction, if held. If the pre-qualification norms are reduced as they have been in the petitioners case, there would be even more parties who would be entitled thereby to participate in the fresh process. By entering into the agreement dated 05.08.2015 the official respondents have precluded several other parties similarly situated as the petitioners from participating in the commercial ventures of the State of Haryana.

47. In *Central Coalfields Limited and another v. SLL-SML (Joint Venture Consortium) and others 2016(8) SCC 622*, the Supreme Court reiterated the ratio of the judgment of the Supreme Court in *Ramana Dayaram Shetty v. International Airport Authority of India (1979) 3 SCC 489*, that if others were aware that non-fulfillment of the

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eligibility condition of being a registered IInd class hotelier would not be a bar for consideration, they too would have submitted a tender but were prevented from doing so due to the eligibility condition which was relaxed in the case of respondent No.4 therein. This resulted in unequal treatment in favour of respondent No.4 therein which was held to be impermissible. The Supreme Court held:-

"35. It was further held that if others (such as the appellant in *Ramana Dayaram Shetty case* [*Ramana Dayaram Shetty v. International Airport Authority of India*, (1979) 3 SCC 489]) were aware that non-fulfilment of the eligibility condition of being a registered IInd class hotelier would not be a bar for consideration, they too would have submitted a tender, but were prevented from doing so due to the eligibility condition, which was relaxed in the case of Respondent 4. This resulted in unequal treatment in favour of Respondent 4 — treatment that was constitutionally impermissible. Expounding on this, it was held: (SCC p. 504, para 10)

"10. ... It is indeed unthinkable that in a democracy governed by the rule of law the executive Government or any of its officers should possess arbitrary power over the interests of the individual. Every action of the executive Government must be informed with reason and should be free from arbitrariness. That is the very essence of the rule of law and its bare minimal requirement. And to the application of this principle *it makes no difference whether the exercise of the power involves affectation of some right or denial of some privilege* (emphasis supplied)"

The public law principle or issue infact justifies the cancellation of the contract for the permission to transfer the lease and the agreement dated 05.08.2015 in favour of the respondents for they precluded the other bidders similarly situated as the petitioners from participating in the commercial venture of the official respondents. Had the terms of eligibility not been insisted upon others with qualifications

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similar to those of the petitioners would have been entitled to bid for the mines.

48. We referred to the order and judgment dated 14.09.2016 which disposed of the PIL viz. Civil Writ Petition No.9419 of 2016 filed by the private respondents. The private respondents had challenged the order dated 17.06.2015 permitting the transfer of the lease in favour of the petitioners herein and had also sought an order directing the official respondents to invite fresh bids for the allotment of the said mine. That writ petition was not considered on merits in view of the show cause notice dated 09.08.2016 issued to the petitioners herein. The judgment observed that this notice was in respect of the same rights which were the subject matter of the Writ Petition. The Civil Writ Petition No.16735 of 2016 filed by the petitioners herein to challenge the show cause notice dated 09.08.2016 was disposed of by a judgment dated 27.08.2016 which noted the statement on behalf of the official respondents that the show cause notice only reflected a prima-facie view and that a final decision would be taken after the authority considered the response of the petitioners herein and that Civil Writ Petition No.16735 of 2016 was disposed of with certain directions including that the official respondents would take a decision in respect of the show cause notice after hearing the petitioners herein as well as the private respondents herein. The order recorded the statement on behalf of the official respondents that the

parties had been heard and that the decision would be communicated to the parties.

In view of the same the order dated 14.09.2016 disposed of Civil Writ Petition No.9419 of 2016 without considering the merits of the private respondents' contentions. Thus the private respondents' contentions were kept open including at the hearing of the show cause notice and all the parties were granted liberty to file a fresh petition not only in respect of the order to be passed pursuant to the show cause notice but also in respect of other reliefs claimed in Civil Writ Petition No.9419 of 2016 filed by the private respondents. This Court, therefore, has throughout recognized the right of the private respondents herein to challenge the transfer of the lease in favour of the private respondents and the agreement dated 05.08.2015. Had the action of the official respondents impugned in the present writ petition not being taken, it would have been necessary for this Court to consider Civil Writ Petition No.9419 of 2016 filed by the private respondents on merits. This right cannot be extinguished on account of the impugned action. The private respondents cannot be placed in a worse position even after having succeeded and having the agreement between the official respondents and the petitioners rescinded/cancelled.

49. The submission that the impugned action is based only on a change of opinion is in the facts of this case irrelevant even if well founded. As we mentioned in the summary this is not a matter merely between the petitioners and the official respondents which can be

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decided only considering whether the official respondents having entered into the agreement were entitled to cancel it. The rights and contentions of respondent No.5 – the private respondent also fall for consideration.

50. The contention that the petition ought to be allowed and the respondents' objections ought to be rejected on account of delay is also rejected. The entire process between the withdrawal of KJSL and the agreement dated 05.08.2015 was not in public domain. It was purely a bipartite arrangement between the State and a private party namely the petitioners. The process excluded all other parties. This was an agreement for 20 years. Allowing the petition would amount to granting specific performance of the agreement dated 05.08.2015. There was in fact no delay. The private respondents made enquiries under the Right to Information Act, 2005 latest by 12.01.2016. Although this application is not produced, it is referred to in a letter dated 10.03.2016 in reply to the application. This letter is referred to in the said Civil Writ Petition No. 9419 of 2016 filed by the private respondents. We have already set out paragraph-9 of the reply in which the file relating to the lease was stated to have been submitted to the State Government and was not "presently" available in the office of the Mining Department. It was stated that the copies of the required documents could be received only on receipt of the concerned file. It has not been produced to date. The private respondents filed Civil Writ Petition No. 9419 of 2016 challenging the transfer of the lease to the

petitioners. The private respondents' contention can hardly be rejected on the ground of delay. The delay, if any, was only of a few months. That cannot justify a Court in conferring a benefit of this magnitude for a period of 20 years although the petitioners are admittedly and demonstrably unqualified to carry out the work and the agreement is contrary to the Acts and the Rules and the terms of the DNIT.

51. Dr. Singhvi, also submitted that it would be financially hazardous for the State Government to cancel the contract. The petitioners would claim damages on account of the termination of the contract. The State Government may not realize the same price in a fresh auction. During the period between the cessation of mining by the petitioners and the commencement of mining pursuant to the fresh auction, the State Government would be deprived of royalty etc.

It is for the State Government to assess the financial implications of its decision. It is the best judge of its business/commercial interests. We do not propose advising the State Government regarding the same. The State Government takes its decisions at its risk. We refrain from speculating about the outcome of the action taken by the State Government in this regard.

52. The contention that if a fresh auction is held respondent No.5 would be ineligible to participate is not relevant at this stage for the deficiency can always be taken care of by payment of the demand

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even without prejudice if necessary. The undertaking of respondent No.5 to do so without prejudice to his rights is accepted.

53. The matter may turn out entirely differently for a variety of reasons and on account of various factors. If indeed the private respondents' allegations of *mala fides* are established in any proceedings, there would be no question of the petitioners being entitled to compensation or damages. If for instance fraud is established in the process leading to the agreement dated 05.08.2015 the fact that the joint venture was absolved of its earlier commitments may not even come to the petitioners' assistance. We hasten to add that these observations are only made to indicate that the entire matter is open between the State Government and the petitioner and therefore, at this stage, it is not even possible for the Court to order refund of the amounts deposited by the joint venture.

54. Dr. Singhvi submitted that the Government must be allowed some play in the joints. His argument is this. He contended that there is a difference between the pre-contractual stage and post-contractual stage. Any illegality or a modification of the essential terms and conditions cannot be permitted at a pre-contractual stage. However, once the contract is entered into, the Government must be allowed a play in the joints by modifying the contract so long as the same is done bona fide and for the proper execution of the work. In the present case the LoI had already been issued in favour of the JV. The JV was

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admittedly eligible. It is only thereafter that the terms of eligibility were modified by relaxing the terms in favour of the petitioners.

55. This argument, if accepted, would entitle the State and its instrumentalities to act in a most arbitrary manner contrary to every principle that governs such matters. The terms of the public auction and a notice inviting tenders could be flouted by the simple expedient of issuing an LoI on the basis of the terms and conditions of the auction or the NIT and thereafter entering into a contract on totally different criteria, terms and conditions. Once the contract is entered into, the parties would undoubtedly be entitled to agree to some modifications so long as they are bona fide and for the purpose of the proper implementation of the contract which was entered into legally which is not the case before us. For instance there may be several justifiable reasons for extending the date for completion of the contract. There may be a reduction in the scope of the work or an enhancement thereof in accordance with the terms and conditions of the contract/NIT. The test would be whether the modification was necessitated by the exigencies of the situation or whether it was only to enable a party to circumvent the terms and conditions of the NIT or the public auction. In the present case the LoI was issued. The LoI contemplated and indeed required the execution of the agreement in accordance with the provisions of the law and the terms and conditions of the notice. That admittedly was not the case as the agreement dated 05.08.2015 was entered into with the party that was not qualified.

56. The question of the official respondents not being entitled to revoke the permission to transfer the lease and to terminate the agreement dated 05.08.2015 on fresh grounds i.e. grounds other than those mentioned in the show cause notice does not arise in the present case. As stated earlier, the private respondents had challenged the permission to transfer and the agreement by filing Writ Petition No. 9419 of 2016. Moreover, the petitioners had filed Writ Petition No.16735 of 2016 to challenge the show cause notice. These writ petitions were disposed of by the orders and judgments of this Court in which the official respondents were directed to pass an order after considering all the contentions of all the parties including the private respondents. Thus the official respondents were in any event bound to consider the contentions raised on behalf of the private respondents. The private respondents' petition was not heard on merits in view of the show cause notice and hearing to be afforded to the private respondents before taking a decision thereon. If we accept Dr. Singhvi's submission, it would be necessary to revive the writ petition No.9419 of 2016 filed by the private respondents which would serve no useful purpose and would only delay the matter. We are, therefore, not inclined to exercise our extra ordinary writ jurisdiction on this ground even if it were well founded.

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57. In the circumstances the petition is disposed of by the following order :

The reliefs as claimed in the petition are rejected.

Dr. Singhvi submitted in the alternative that the indemnities and guarantees furnished by the petitioners only for the purpose of and in connection with the agreement dated 05.08.2015 should stand discharged and that the petitioner is at liberty to file appropriate proceedings for damages and compensation. All the rights and contentions of the parties including in this regard are kept open.

Mr. Sinhal's statement that after deducting the amounts the official respondents consider due to them by the petitioners, the official respondents will refund the balance amount, if any, from the amount of Rs. 28.75 crores deposited by the JV to the petitioners and not to KJSL is accepted. This it is clarified is the respondents' statement and not a direction of the Court as KJSL is not before the Court. The fresh tender process shall be completed by 31st August, 2017 and the official respondents shall convey the decision in this regard to the petitioners within four weeks thereafter. Liberty to the parties to apply.

In view of the interim order dated 06.10.2016, the equities are adjusted by directing the petitioners to pay the difference between the higher bid, if any, submitted by the party to whom the mining rights are granted and Rs.115 crores for the period 06.10.2016 till possession of the site is handed over by the petitioners together with interest thereon at the rate of 15% per annum from the date of the

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interim order i.e. 06.10.2016 till payment and/or realization. The rights of the official respondents to claim amounts for the earlier period are kept open. The amounts deposited by the JV may be adjusted towards the recovery of this amount. The parties are at liberty to adopt proceedings regarding the balance, if any.

If the bid is lower than Rs.115 crores, the petitioner shall not be entitled to the difference between Rs.115 crores and the lower bid as the petitioners had in any event agreed to do the work at the rate of Rs.115 crores.

Mr. Sinhal's statement that the reserve bid in the fresh auction process shall not be less than Rs.115 crores is accepted.

Mr. Bhardwaj's undertaking on behalf of the private respondent i.e. respondent No.5 that respondent No.5 will place a minimum bid of Rs.150 crores, if fresh tenders are invited or a fresh auction is held, is accepted. The amount of Rs.15 crores sought to be tendered on behalf of respondent No.5 on an earlier occasion shall be deposited with the official respondents by 31.07.2017. In the event of a breach of the undertaking by respondent No.5 to bid a minimum of Rs.150 crores and to implement the contract, if any, this amount shall stand forfeited without further orders in addition to any other remedy that the official respondents may have against respondent No.5 including for contempt of Court for the breach of this undertaking. This is subject to the condition of eligibility in the fresh process not being more onerous to respondent No.5. The undertaking on behalf of

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respondent No.5 to take care of his ineligibility on account of any payment required by the official respondents without prejudice to his rights to ensure his participation in the fresh auction or tender is accepted.

The interim order will continue upto and including 31st July, 2017 to enable the petitioners to challenge this judgment.

**(S.J. VAZIFDAR)
CHIEF JUSTICE**

**(ANUPINDER SINGH GREWAL)
JUDGE**

01.06.2017
ravinder

Whether speaking/reasoned	Yes ✓
Whether reportable	Yes ✓

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ITEM NO.58

COURT NO.5

SECTION IV-B

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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 (C) No(s). 19166/2017

(Arising out of impugned final judgment and order dated 01-06-2017 in CWP No. 20986/2016 passed by the High Court Of Punjab & Haryana At Chandigarh)

M/S SUNDER MARKETING ASSOCIATES

Petitioner(s)

VERSUS

STATE OF HARYANA & ORS.

Respondent(s)

Date : 31-07-2017 This petition was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE MADAN B. LOKUR
HON'BLE MR. JUSTICE DEEPAK GUPTA

For Petitioner(s) Mr. Mukul Rohatgi, Sr. Adv.
Mr. Puneet Bali, Adv.
Mr. V. Jain, Adv.
Mr. Aditya Soni, Adv.
Mr. Shree Pal Singh, AOR

For Respondent(s) Mr. Sushil Balwada, AOR

Mr. Anil Grover, AAG
Ms. Noopur Singhal, Adv.
Mr. Manik Garg, Adv.
Mr. Sanjay Kr. Visen, Adv.

UPON hearing the counsel the Court made the following

O R D E R

We have heard learned counsel for the parties.

Learned senior counsel for the petitioner says that the petitioner is no longer interested in continuing with the contract and will walk out at the earliest and in any case on or before 30th November, 2017

Signature Not Verified
Digitally signed by
MEENAKSHI ROHLI
Date: 2017.08.01
13:43:39 IST
Reason: —

We are told that the auction for the quarry in question is scheduled for 22nd August, 2017. The auction may go on.

Arguments heard.

Judgment reserved.

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(MEENAKSHI KOHLI)
COURT MASTER

(SHARDA KAPOOR)
ASSISTANT REGISTRAR

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ITEM NO.801
(Mentioning)

COURT NO.5

SECTION IV-B

ANNEXURE R-17

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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 (C) No(s). 19166/2017

(Arising out of impugned final judgment and order dated 01-06-2017
in CWP No. 20986/2016 passed by the High Court Of Punjab & Haryana
At Chandigarh)

M/S SUNDER MARKETING ASSOCIATES

Petitioner(s)

VERSUS

STATE OF HARYANA & ORS.

Respondent(s)

Date : 03-08-2017 This petition was mentioned today.

CORAM : HON'BLE MR. JUSTICE MADAN B. LOKUR
HON'BLE MR. JUSTICE DEEPAK GUPTA

For Petitioner(s) Mr. Mukul Rohatgi, Sr. Adv. [Mentioned by]
Mr. Aditya Soni, Adv.

For Respondent(s) Mr. Sushil Balwada, AOR
Mr. Anil Grover, AAG
Mr. Sanjay Kr. Visen, Adv.

UPON hearing the counsel the Court made the following

O R D E R

On being mentioned, the matter is taken on board.

Learned counsel for the petitioner says that the mining has
been stopped. We restrain the State of Haryana from interfering in
the mining operation being conducted by the petitioner until
judgment is delivered.

The petitioner will carry on mining strictly in accordance
with mining lease and mining plans.

Signature Not Verified

Digitally signed by
MEENAKSHI KOHLI
Date: 2017.08.03
10:50:41 IST
Reason:

(MEENAKSHI KOHLI)
COURT MASTER

(SHARDA KAPOOR)
ASSISTANT REGISTRAR

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ITEM NO.1502
(for judgment)

COURT NO.5

SECTION IV-B

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 (C) No(s).19166/2017

(Arising out of impugned final judgment and order dated 01-06-2017 in CWP No. 20986/2016 passed by the High Court of Punjab & Haryana at Chandigarh)

M/S SUNDER MARKETING ASSOCIATES

Petitioner(s)

VERSUS

THE STATE OF HARYANA & ORS.

Respondent(s)

Date : 11-08-2017 This petition was called on for pronouncement of judgment today.

For Petitioner(s) Mr. Aditya Soni, Adv.
Mr. Shree Pal Singh, AOR

For Respondent(s) Mr. Anil Grover, AAG
Mr. Satish Kumar, Adv.
Mr. Sanjay Kumar Visen, Adv.
Mr. Sushil Balwada, AOR

Hon'ble Mr. Justice Madan B. Lokur pronounced the judgment of the Bench comprising His Lordship and Hon'ble Mr. Justice Deepak Gupta with the following directions:

"33.Keeping in view the prayer made:

- (i) We permit the petitioner to continue its mining operations till 30th November, 2017 in accordance with the Mining Plan. On or before that date, it shall ensure implementation of the mine closure plan to the satisfaction of the concerned authorities in the State of Haryana.

- (ii) The petitioner will be under an obligation to continue paying the dead rent or royalty whichever is higher till 30th November, 2017 regardless of whether it ceases its mining operations before that date or not.
- (iii) The petitioner shall ensure that all the dues (including wages etc.) of all the persons (including labour) employed in the mining operations in terms of Rule 56(10) of the Rules are paid to the satisfaction of the concerned authorities in the State of Haryana. To ensure that the employees and labour (casual or otherwise) are not left in the lurch, the petitioner is restrained from alienating or transferring or otherwise creating any charge or encumbrance on the equipment and machinery and all other moveable property in the lease area and connected with the mining operations (such as trucks, excavators etc.) so that there is no difficulty in recovery of dues.
- (iv) All the laws applicable to the petitioner shall be strictly enforced by the State Government regardless of its apparent influence in high places. We make it clear that we will hold the Chief Secretary of the State of Haryana responsible for any lapse in this regard.

(v) It is not clear whether or not the security deposit of Rs. 28.75 crores has been refunded to KJSL or the petitioner. If the refund has not been made, it is deemed to have been forfeited to the State and is not adjustable against any dues of the petitioner."

The petition for special leave filed by the petitioner is disposed of on the above terms and the judgment and order of the High Court is modified to the above extent. No costs.

(SANJAY KUMAR-I)
AR-CUM-PS

(SHARDA KAPOOR)
ASSISTANT REGISTRAR

(Signed reportable judgment is placed on the file)

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Haryana Government Gazette

EXTRAORDINARY

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No. 129-2017/Ext.] CHANDIGARH, MONDAY, JULY 24, 2017 (SRAVANA 1, 1939 SAKA)

HARYANA GOVERNMENT
MINES AND GEOLOGY DEPARTMENT
SECTOR-17, CHANDIGARH

The 24th July, 2017

E-Auction Notice

DMG/HY/e-Auction/M.Garh/Bhi/Ddr/2017/4157 .— It is hereby notified for the information of General Public that mining leases for extraction of minor minerals “Stone along with associated minor minerals” from mines of the districts of Mahendergarh, Bhiwani and Dadri will be granted through the process of e-Auction. It is informed to all concerned persons/parties that who are otherwise not specifically debarred or are not defaulter on account of government dues as per condition no. 6 of this notice can participate in the e-Auction. The e-Auction will be held on 21.08.2017 & 22.08.2017 and bids can be submitted from 21.08.2017 at 09:00 AM 22.08.2017 till 12.00 noon, extendable maximum up to 04:00 PM. The important instructions for participation in the online e-Auction are as under:

- A. The bids shall be made online on the e-procurement website <https://haryanaeprocurement.gov.in>.
- B. The intending bidders before participation in the e-auction/ bidding process will be required to create their user account online by selecting the option of e auction from discipline column and obtain user-id / password on the website <https://haryanaeprocurement.gov.in> (If already created user account, this step needs to be skipped). For necessary instructions regarding participation in e-Auction of mines/blocks, please visit the aforementioned website and click on the available link “How to...” at the Home Page.
- C. After getting the user account created, the prospective/intending bidders shall upload following documents (in PDF format not exceeding limit of 10 MB for individual document) along with deposition of **earnest money (EMD)** and **e-service fee** in order to participate in the e-Auction latest by **18.08.2017 till 05:00 PM** anytime after the publication of this document. Further, the intending bidders must ensure that the afore-said amounts are remitted as specified above i.e. on or before 05.00 PM 18.08.2017 & verify online his/her transaction on or before 05.00 PM on 18.08.2017 so as to be eligible to participate in the e-Auction. In case if the afore-said

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amount is not remitted on or before 05.00 PM on 18.08.2017 for any reason whatsoever, and due to which the system does not verify such transaction, and therefore the bidder will not be permitted to participate in the e-Auction. The details of documents to be uploaded are as under:

- (i) **"No Dues Certificate"** from the concerned officer of district or an affidavit sworn before any Magistrate to the effect that no amount of contract money, royalty, dead rent or surface rent is due in respect of any mining lease/mining contract or mineral concession held by him earlier or in respect of any mineral concession currently held by him or his family members;
- (ii) Copy of the **Partnership deed or Article of Association (in case of company)**, or an affidavit (in case of sole proprietor). No transfer or addition or deletion of the partners/Directors will be permissible before execution of the agreement;
- (iii) A copy of **authority letter** by the Partnership Firms or **Copy of resolution** of the Board of Directors (BoD) of the Company in favour of the person who shall be offering the bids online for such intending agency.
- (iv) **Earnest Money** equal to 10% of the reserve price of the mining area/site for which bid has to be made, rounded by an amount of Rs.10,000/-, through online payment in due course of time i.e. up to **18.08.2017 till 05:00 PM**. In case the intended bidder fails to pay online EMD fee under the stipulated time frame will not be allowed to enter in e-Auction of mine(s)/ block(s). The payment for EMD fee can be made by eligible bidders online through RTGS/NEFT or OTC. (Please refer to important Payment Guidelines under Annexure – 'A' provided by online payment gateway service provider i.e. ICICI Bank).

The payment shall be made against the beneficiary account number as mentioned in the challan to be generated online at the **e-Procurement portal <https://haryanaeprocurement.gov.in>**.

Note: The EMD in case of one Sh. Ved Pal Tanwar S/o Sh. Vijay Singh R/o H.No. 64, Sector 15 Hisar for participation in e-auction of Dadam Mine and Sr. No. 3 of the table given below the para no. 5, as per orders dated 01.06.2017 of the Hon'ble Punjab and Haryana High Court passed in CWP No. 20986 of 2016 shall be Rs. 15 crore and same shall be got deposited on or before 31.07.2017 as per above. Further he shall ensure to offer his bid of Rs. 150 crore per annum for Dadam mine as undertaken by him before the Hon'ble High Court, failing which amount deposited towards EMD, if any, shall be forfeited alongwith other penal actions for non compliance for the orders of the Hon'ble High Court.

- (v) Details of the bidding agency in case of requirement of **refund of EMD** (a) Refund Account Name (b) Refund Account No. (c) IFSC code of the Bank. Note: Please cross check the information to be submitted online before saving the same as the information in non editable.
- (vi) The Bidders shall have to pay **e-Service Fee of Rs.1000/- online** by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for **e-Service Fee** can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts**.

Note: Any document uploaded as per (i), (ii) and (iii) above at later stage/ after auction found to be wrong/ false shall invite revocation /cancellation of bid and forfeiture of amount deposited at the time of auction apart from debarring the bidder from participation in any subsequent bids for a period of 5 years.

- I. In case of any query regarding process of **e-Auction and for undertaking training purpose**, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-chandigarh@nextenders.com for on-time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

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Important Note:-

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working days.

Schedule for Training:

Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11: 30 am upto 3:00 pm) of each month at following addresses:		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact no. 8743042801/9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, Hisar Contact: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 For Support- 1800-180-2097, 0172-2582008-2009

For Support Call – 1800-180-2097

M/s Next Nextenders (India) Pvt. Ltd. Office will remain closed on Saturday (except 4th Saturday), Sunday and National Holidays

- Any bidder interested to participate in the auction can submit his bid/s from date **21.08.2017 09:00 AM to 22.08.2017 till 12:00 Noon.**
- However, in case any bid in respect of any mine/ block is received 10 minutes prior to time fixed for closure for the bids i.e. bid received between **11:50 AM to 12 noon**, then the time for closure of the auction would be extended automatically by 10 minutes, so that equal opportunity is made available to the persons participating in the bidding process. Such extensions of ten minutes will continue till bids are received within next 10 minutes of last bid for any of the mine, otherwise the same would get concluded.
- In case, the bidding would continue during such extensions of 10-10 minutes, the bidding process will finally conclude at **04:00 pm** and no further extension would be given thereafter.
- The minimum bid incremental value during the initial time provided (i.e. **21.08.2017 from 9:00 AM to 22.08.2017 upto 12:00 noon**) will be multiple of Rs. 50,000 (Fifty Thousand). However, the increment during extended period **22.08.2017 from 12:00 noon to 04:00 PM** will be multiple of 100000 (one lakh) instead of 50,000 (Fifty Thousand).

The details of the areas of the Mines along with reserve price and period of mining leases which are to be granted on leases and other terms and conditions of the auction are given below:

Sr. No.	Name of the Mining Lease	Name of village	Khasra No. of mining lease area	Tentative Area in hectare	Reserve Price (Rs. in crore) per annum	Period of lease (in years)
District Dadri						
1.	Asawari	Asawari	143	7.60	4.00	10
2.	Kalali & Kalyana	Kalali & Kalyana	223min, 224 to 228 & 72	64.40	32.45	18
District Bhiwani						
3.	Dadam	Dadam	132 min, 133	55.50	115.00	10

District Mahendergarh						
4.	Bakharija	Bakharija Plot No. 3	77min, 78min, 79min, 80min, 81min, 86min, 87 and 88	40.62	47.555	12
5.	Karota	Karota	61min	9.55	11.205	10

The terms and conditions of the Auction:

1. The period of lease shall commence w.e.f. the date of grant of environmental clearance by competent authority as required under EIA notification dated 14.09.2006 and as amended from time to time by the MoEF, GoI or on expiry of a period of 12 months from the date of acceptance of highest bid/issuance of "Letter of Intent", (LoI) whichever is earlier;
2. Any site/lease area can be withdrawn from the Auction without assigning any reason;
3. Due care had been taken in specifying the details of the areas of the mining lease. However, in case of any inadvertent clerical mistake, the same shall be got rectified/corrected even after the auction but before execution of lease deed;
4. The lease areas are **Tentative** and are being notified on 'as is where is basis' and all prospective bidders are expected and presumed to have surveyed the areas to make their own assessment for the potential of the areas for which bids are to be offered. The State government shall not be responsible for any kind of loss in land / area or any other loss to the bidders/lessees at any point of time (before or after grant of lease) on account of reduction of land/ area or otherwise. Further, the bidders are also expected to have gone through the terms and conditions of auction notice and also the applicable Acts and Rules for undertaking mining;
5. No request regarding reduction in bid amount on account of reduction in land/area of the Mining lease, on any account including that of change in description of khasra numbers / location etc. at any stage will be entertained on any ground. This shall also include any loss/reduction of area for actual mining for want of compliance of applicable laws/restrictions for mining or part of the leased area had already been operated in the past. Needless to state that this also includes the changes, if any, as per condition no. (3) and the prospective bidder shall give their bids taking account of all such eventualities;
6. No person shall be eligible to participate in the Auction, who or any of his family members is a defaulter of any mining dues in respect of any mineral concession granted in the past or any other current mineral concession. In case any of the partners of a Partnership Firm or a Director of a company participating in the auction process or any of their family members are found to be defaulter, the bidder firm/company would be held ineligible;

Further, any person firm or company as the case may be who had been specifically debarred to participate in the auction would not be eligible to participate in the auction.

7. In case any bidder participated in the auction is found to be in arrears at any stage, his bid shall be revoked / cancelled with forfeiture of the amount deposited by him;
8. All intended participant can view the highest quoted bid during online bidding process. The highest bidder will be informed for confirmation of the same through **e-mail** and **SMS alert** at his online registered email and Mobile Number respectively;
9. The highest bid received shall become the '**annual dead rent**' amount payable by the bidder/lessee. The amount of annual dead rent initially determined on the basis of competitive bids/auctions shall be increased by 25% on completion of each block of three years;

Explanation.— If the initially determined annually bid/lease Rs. 100/-, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.

10. The highest bidder would be informed about the same- confirmation that he being declared as **highest bidder**- as per which he shall be liable to deposit **25%** of the annual bid/dead rent as "**security**" and **one month's advance dead rent**. The above said amount shall be deposited as per following schedule:
 - (a) an amount equal to 10% of the annual dead rent/ highest bid, after adjusting the EMD deposited for said mine, as 'initial bid security' within 24 hours of conclusion of the bidding process. The payment has to be made through RTGS/NEFT by secured online payment gateway ;

- (b) balance amount of bid security i.e. 15% of the annual dead rent along with one month's advance dead rent before commencement of the mining operation or before expiry of the period of 12 months, whichever is earlier;
11. In case the highest bidder fails to deposit 10% of the annual dead rent/bid amount online towards the "Initial bid Security" within 24 hours given for the same the earnest money deposited shall stand forfeited. Further such bidder(s) shall not be eligible to participate in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
 12. **The bids offered/ received during the e-auction process shall be** provisionally accepted and the Director shall obtain the orders of Government thereon. No bid shall be regarded as successful bid unless accepted by the Government
 13. **After deposit of 10% of the bid amount (as initial bid security) after the conclusion of auction by the highest bidder(s), No request from the highest bidder(s) regarding revocation or the withdrawal of the highest bid shall be considered. In case, any such request is made, the same shall be followed by the Penal action i.e. 10% amount** deposited towards initial bid security shall stand forfeited and un-paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder(s) shall be barred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
 14. The earnest money deposited by the bidders other than highest bidders shall be refunded upon completion of the auction proceedings;
 15. After the acceptance of highest bid by the State Government and on issuance of Letter of Intent, the LoI holder shall execute a lease deed in Form ML-I appended to the 'Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012' within a period of 90 days of the order of grant of LoI;
 16. In case of failure to execute the lease deed, after issuance of acceptance of bid/LoI within prescribed period, the acceptance/LoI shall be deemed to have been revoked and 10% amount deposited towards initial bid security shall stand forfeited and un- paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall be barred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
 17. After execution of lease deed, either before commencement of the mining operation or before expiry of the period of 12 months from the date of issuance of LoI, whichever is earlier, in case of failure to deposit the balance 15% amount towards security (as required under clause 10(b) above) the acceptance of bid/issuance of LoI/execution of lease deed shall be deemed to have been revoked and 10% amount deposited towards as initial bid security after the conclusion of auction shall stand forfeited. Further un paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall be barred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
 18. The lessee shall be liable to pay dead rent as determined through open auction or shall pay royalty in respect of each of the minor minerals extracted or removed or consumed by him or his agent, manager, employee etc., whichever is more. The royalty shall be payable at the rates prescribed in First Schedule appended to the State Rules and as may be revised by the State Government from time to time.
 19. The lessee shall also deposit/pay an additional amount equal to 10% of the due dead rent alongwith instalments towards the **'Mines and Minerals Development, Restoration and Rehabilitation Fund'**;
 20. The lessee shall be liable to pay advance Income Tax as per provisions of Section 206 (c) of the Income Tax Act, in addition to the dead rent payable as per term and condition of the lease deed;
 21. On enhancement of the annual dead rent with expiry of every three years period, the lessee shall deposit the balance amount of security so as to upscale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to the next block of three years;
 22. No interest, whatsoever, shall be payable on the security amount deposited under proper security head of the government;
 23. The LoI holder/lessee shall also furnish a solvent surety for a sum equal to the amount of the annual bid for execution of the lease deed. In case the surety offered by the lessee(s) during the subsistence of the lease is not found solvent, the lessee(s) shall offer another solvent surety and a supplementary deed to this effect shall be executed;

24. The mining lessee shall get prepare a Mining Plan along with the Mine Closure Plan (Progressive & Final) from the Recognised Qualified Person as per chapter 10 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012" for mining area granted on lease. The lessee shall not commence mining operations in any area except in accordance with such Mining Plan duly approved by an officer authorized by the Director, Mines & Geology, in this behalf.
- Further, the actual mining will be allowed to be commenced only after prior Environmental Clearance is obtained by the Lol holder/lessee for the Mining lease area from Competent Authority as required under notification dated 14.09.2006 issued by the MoEF&CC, GoI or as amended from time to time.
25. The lessee would also be liable to pay following to the land owners;
- The annual rent in respect of the land area blocked under the concession but not being operated, and
 - The rent plus compensation in respect of the area used for actual mining operations.
- The amount of annual rent and the compensation shall be settled mutually between the landowner and the mining lessee. In case of non-settlement of the rent and compensation, the same shall be decided by the District Collector concerned in accordance with the provisions of Chapter 9 of the "Haryana Minor Mineral Concession, Stocking, and Transportation of Minerals and Prevention of Illegal Mining Rules, 2012".
26. The total mineral excavated and stacked by the concession holder within the area granted on mining lease shall not exceed two times of the average monthly production as per approved Mining Plan at any point of time;
27. The Mining lessee shall not stock any mineral outside the concession area granted on mining lease, without obtaining a valid mineral dealer license as per provisions contained in Chapter 14 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012";
28. The lessee shall not carry out any mining operations in any reserved/protected forest or any area prohibited by any law in force in India, or prohibited by any authority without obtaining prior permission in writing from such authority or officer authorized in this behalf. In case of refusal of permission by such authority or officer authorized in this behalf, lessee(s) shall not be entitled to claim any relief in payment of dead rent on this account;
29. That no mining operation shall be allowed in the urbanizable zone of area notified by Town and Country Planning Department. Further, in case of the agriculture zone notified by Town and Country Planning Department mining shall be permissible only after obtaining prior permission from the competent authority;
30. A safety margin of two meters (2m) shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf;
31. The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite permission from the competent authority as required for undertaking mining operations under relevant laws;
32. In case any lease holder intends to install stone crusher inside lease hold area, the same can be installed as per sitting parameters of Environment Department
33. The lessee shall be under obligation to carryout mining in accordance with all other provisions applicable as per Mines Act, 1952, Mines and Minerals (Development and Regulation) Act, 1957, Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made there under Wild Life (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981;
34. The agreement executed shall be duly registered under relevant law with concerned Registering Authority and they shall be liable to pay applicable stamp duty and registration fee etc. as per the applicable rates and demanded by the Registering Authority/ Revenue Department;
35. Further information, if any required, can be had on any working day from the office of the Mining Officer, Mines & Geology Department, Bhiwani and Narnaul or from the O/o the Director, Mines and Geology, Haryana, 30 Bays Building, Sector-17, Chandigarh.

SANJAY JOON,
Director, Mines & Geology,
Haryana.

ANNEXURE-A

Guideline for Online Payments in e-Auction

Post registration, bidder shall proceed for bidding. Bidder shall proceed to select the e-auction he is interested in. On the respective Department's page in the e-auction portal, the Bidder would have following options to make payment for e-Service fee & EMD:

- a. Debit Card
- b. Net Banking
- c. RTGS/NEFT
- d. OTC

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Netbanking will be as follows:

- (i) Bidder selects Netbanking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Netbanking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Netbanking gateway redirects Bidder to the Netbanking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Netbanking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach

for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering) Beneficiary
 - IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds latest by **18.08.2017** in advance and make the payment via OTC to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Auction portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net Banking Banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Indusind Bank
22. ING Vysya Bank
23. J & K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank

26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank

D) OTC

The bidder shall have the option to make the EMD payment via OTC. Using this module, bidder would be able to pay from their existing ICICI Bank account through CASH/DD/ICICI BANK CHEQUE.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the OTC payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make OTC payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:

Beneficiary account no: (unique alphanumeric code for e-tendering) Beneficiary

IFSC Code:

Amount:

Beneficiary bank branch:

Beneficiary name:

- iv. The Bidder shall be required to take a print of this challan and make the OTC on the basis of the details printed on the challan.
- v. The bidder would remit the funds latest by **18.08.2017** in advance and make the payment via OTC to the beneficiary account number as mentioned in the challan.

For making payment through Demand Draft against the online Challan generated for OTC:

If the amount is more than 50,000 (Fifty Thousand) then the intended bidders are required to provide ICICI Bank cheque or draw demand draft in favour of below furnished details:-

Sr. No.	Account Name/ title	Account No.
1	GOH E- PROC EMD ESCROW A/C DSND - MINGEO	001305010048

Instructions for Intending Bidders to participate in Auction

How to Participate:

Part A

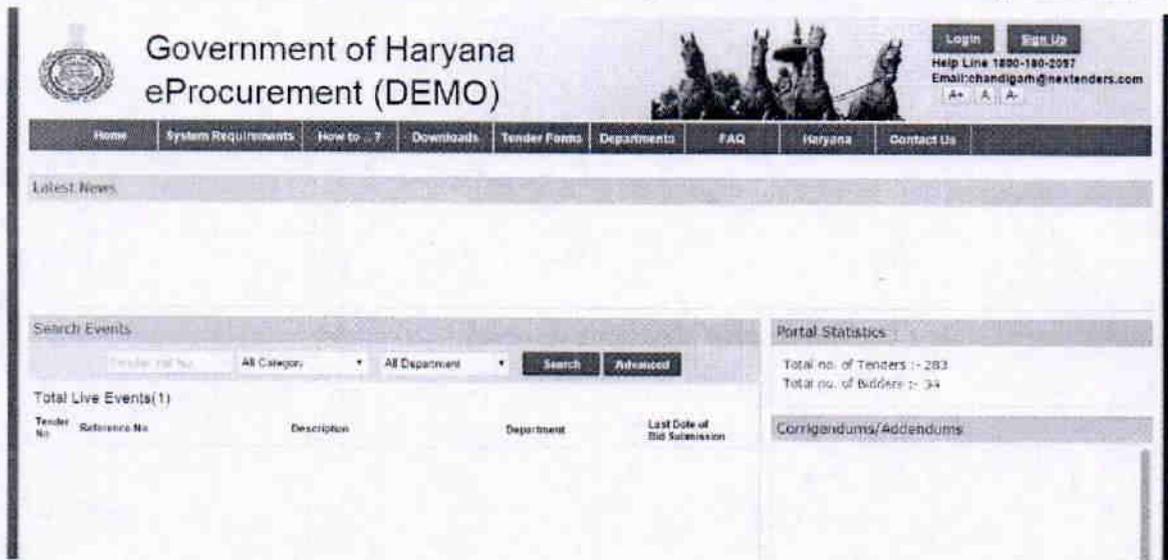
E-Auction Portal Signup & Bidding Process

Web portal for e-Auction of Haryana Single e-Procurement portal at <https://haryanaeprocurement.gov.in>

1. **Signup:** Bidder must required to create a login ID and password on the e-Procurement Portal by providing the basic information. Signup on the portal is free. Bidder has to create the login account for participating online into e- auction.

After filling up all the required details carefully, bidder has to click on submit button in order to complete the Sign-up process.

On completion of the Sign-up process, bidder will receive a registration activation mail on the registered email ID.



Contractor Registration Form

First Name *	Kanwarjeet
Last Name *	Singh
Company Name *	Nex
Username *	testbidder6
Password *	*****
Confirm Password *	*****
Security Question *	Cop
Security Answers *	Sheriff
Discipline *	Auction
Email *	testbidder6@gmail.com
Secondary Email	L.kanwarjeetsingh@hotmail.co
PAN *	CZDPS0707E E.g. ABCFE1234A
Telephone *	01722582009
Fax	01722582008
Mobile	9552259876
City *	Panchkula

State* Haryana

Country* India

Vendor Category* NSIC

Company Office Address* SCC, No. 9, Sector 16, 2nd Floor

Register for Portals*

Select All

HSICD

HYPIL

HSROC

DAKSHIN HARYANA BULI VITRAM NGAM LIMITED

UTTAR HARYANA BULI VITRAM NGAM LIMITED

POWER GENERATION CORPORATION LIMITED

ROADWAYS ENGINEERING CORPORATION

HARYANA TRANSPORT DEPARTMENT

DSND

Drag to order

1 2 3 4 5 6

Submit Back

 **Government of Haryana**
eProcurement (DEMO)

Help Line 1800-180-2097
Email: ehandigam@nextenders.com

Home System Requirements How to...? Downloads Tender Forms Departments FAQ Haryana Contact Us

Signup Successfully.

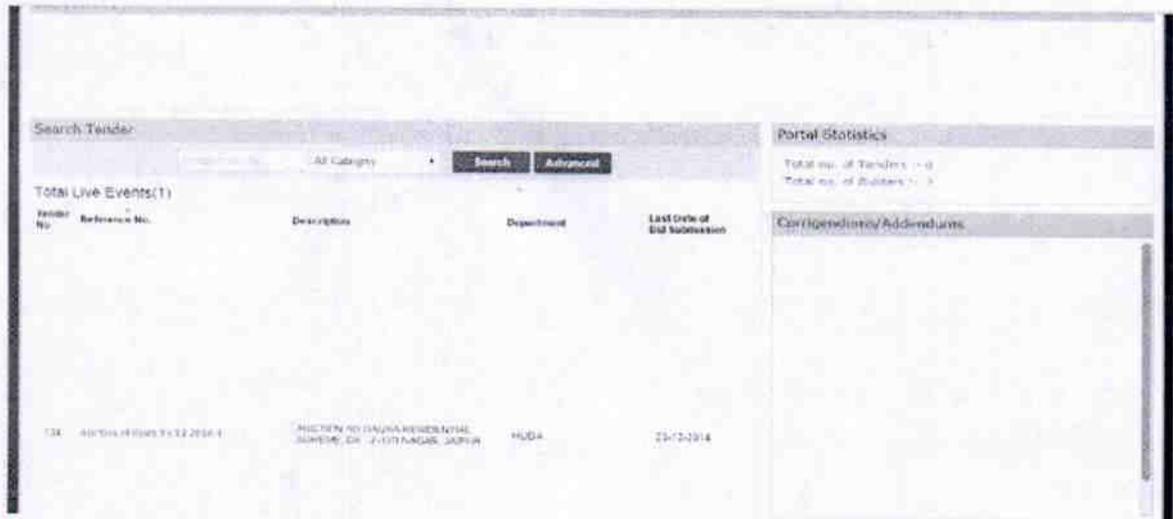
Welcome to HARYANA e-Tenders Portal. Thank you for registering with <https://demoharyana.nextenders.in>
You will receive a confirmation email shortly on your registered email address.

Thank you,
HARYANA e-Tenders Team

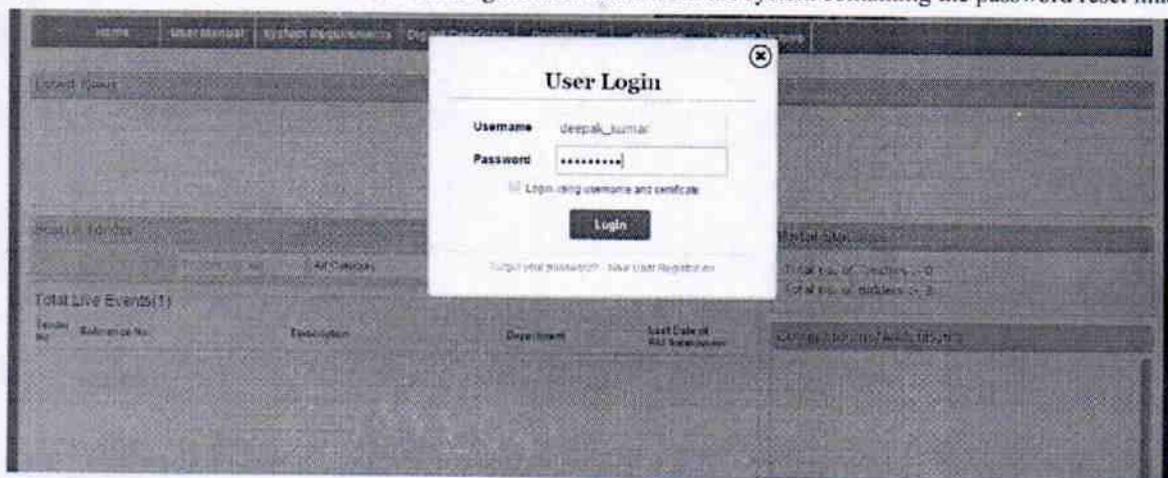
Best view in 1366x768 Resolution Privacy Policy Contact Us Copyright © 2014 Government of Haryana eProcurement (Powered by NEX-TECH®)

- Note.—** (a) In case of Individual the bidder must enter his/her name or mention Individual against company Name.
- (b) For vendor Category select 'OPEN' from the drop-down.

2. **Search Auction:** Bidder can view the live auction events and download the related documents without login to the portal.



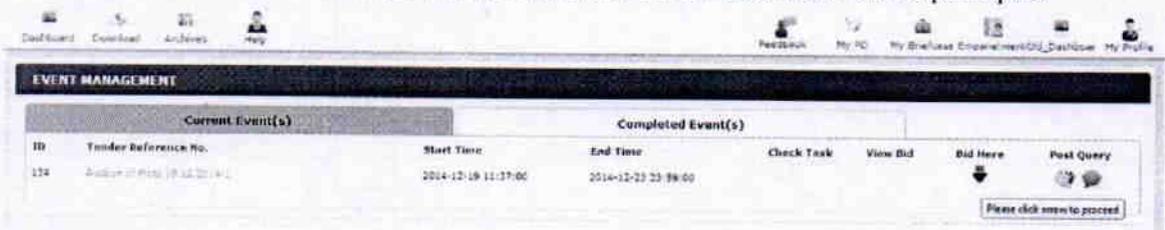
3. **Bidder Login:** Login to the eAuction portal for online participation on Auction event. Interested bidders have to enter their online registered login ID and password with the portal. If the bidder forgets his/her password, the same can be retrieved by clicking on the "forget your password" link at the website, and thereby furnish their registered security question and answer to recover password at the e-Auction website. After receiving the correct security question and answer, bidder will receive auto-generated email from the system containing the password reset link.



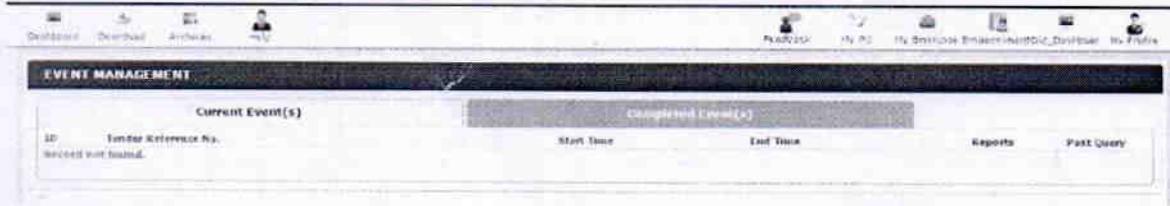
4. **Dashboard:** After successful login, bidder will be redirected to the dashboard. Dashboard is divided into 2 Sections.

- a. **Current Events:** Current events will display the live auctions. Bidder can be able to participate in any of the live auction as per the scheduled date and time.
- b. **Completed Events:** Once the auction will be concluded, it will shown in this section Current event tab. Bidder can check for the reports in this section after the auction will be concluded.

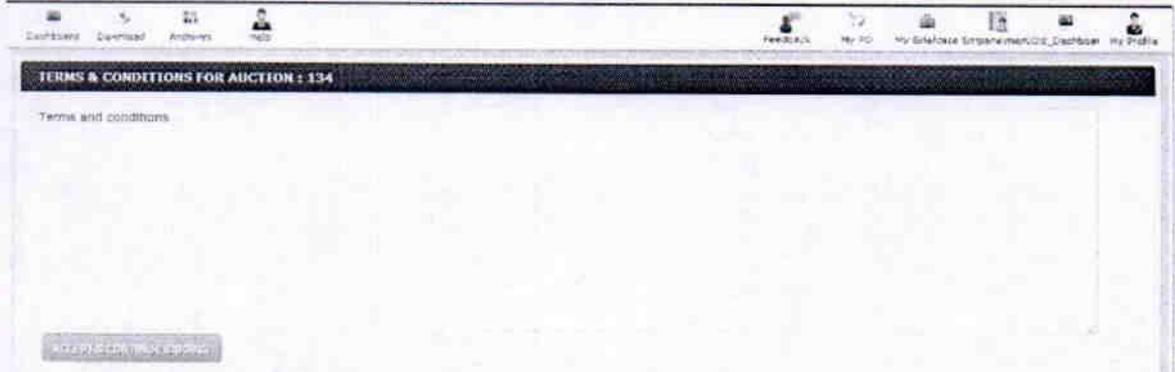
Bidder has to click on "Bid Here" link in order to bid on the auction he/she wish to participate.



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5. **Acceptance of terms and conditions:** Bidder has to read carefully & accept the auction terms and conditions before bidding online on the e-Auction portal. And the bidder will be redirected to the e-Payment page.

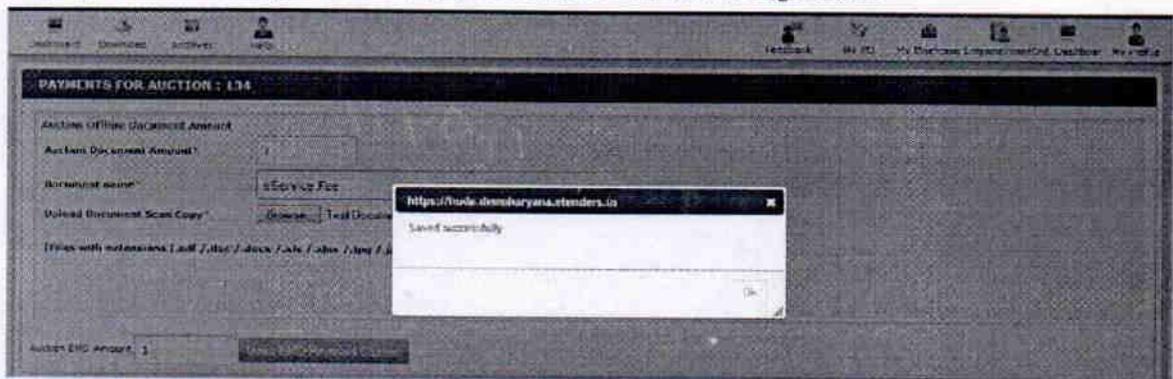


6. **Online payment for eService and EMD/ Registration fee:** Bidder is mandatorily required to pay eService fee of Rs. 1000/- using the online payment gateway through their Debit Card/Internet Banking.

For EMD/Registration fee payment bidders can have the option to make online payment of the amount through Debit Card/Internet Banking/RTGS/NEFT/OTC.

To make payment through RTGS/NEFT/OTC a pre-filled Challan shall be generated at the e-Auction portal for EMD/Registration fee payment. And remit the funds at least T+1 working day in advance to the closing date of e-Bidding.

So therefore all the intending bidders are require submitting of their EMD / Registration fee amount well in advance keeping in view the closing date & time of the e-Auction event / Online Registration.



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Home Challan

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)/REAL TIME GROSS SETTLEMENT(RTGS)
(To be filled by Applicant in BLOCK LETTERS)

Service Copy

Part-I (Details of applicant/remitter/originator) Date: 2014-12-19 12:47:25

Refund Account Name	Kishorendr Singh
Refund Account No.:	1234567890
Refund Account Bank IFSC Code	PNB00012345

Details of Beneficiary

Bank:	ICICI Bank Ltd
Branch:	ICICI Bank Ltd CHB, Mumbai
Beneficiary Name:	123
Beneficiary A/C No.:	123134567
Beneficiary IFSC:	ICIC0000104
Type of A/C:	CURRENT
Amount Rs.:	1.00
Order Id:	B-123134567

Disclaimer:

- It is advised that all bidder make payment via RTGS/NEFT atleast one day in advance to the last day. In the event bidder making payment on the last day and same is not available for the bidder for validation on account of any reason whatsoever, Department, its bank/our e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
- It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of BID payment.

7. **Auction Bidding:** Once the e- challan generated by respective bidder is verified by the system, he/she can enter into the online auction hall by clicking on the button "Go for Auction Bid".

Dashboard Download Archive Help

PAYMENTS FOR AUCTION : 134

Auction Document Amount Rs. : successfully paid

Attach BMD Amount : View BMD Signature/Challan

[Go for Auction Bid](#)

On the bidding page, bidder is required to bid on the auction. Bidder can check for the Auction Documents/ attachments in the real time. Page can also have a view to see the time remaining in the auction bidding.

Dashboard Download Archive Help

ITEM(S) OF AUCTION

Auction started

Auction ID:	134	Auction Starts:	2014-12-19 11:37:00	Auction Ends:	2014-12-23 23:59:00
Time Remaining:	Days Hours Minutes Seconds 4 11 3 55	Status:	Started	No of extension:	0

Item Name	Opening Price	Last Bid	Bid Price	Operation
AUCTION AD D4/134 RESIDENTIAL SCHEME, CE / JHOTI NAGAR, JALPAI	200000.00 Lacs			Price As: <input type="text"/> Place Bid Next bid price: 200002.00 Thousands Bid Inc: 2.00 Thousands Reserve Price: 200000.00 Lacs Max. Inc. Per Bid: 5

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Part B

Closing

The auction remains live till the closing date and time as defined in the bid document. Bidders can see the closing date and time by accessing the auction document and even on the e-Auction portal. However, the time of e-Auction will automatically be extended if the bidder tries to bid in the last 10 minutes before the closing time of the auction for the next 10 minutes. However, the increment during extended period will be multiple of 100000 (one lakh) instead of 50,000 (fifty thousand).

E-Payment for Bid Security Amount by the H1 Bidder:

The highest bidder has to initiate online payment towards 'Initial Bid Security' under the stipulated time frame as referred in the event Document. The payment has to be made through RTGS/NEFT directly to the escrow account of the department.

Account Name/ title	=	GOH E- PROC EMD ESCROW Account A/C DSND – MINGEO
Account No.	=	001305010048
IFSC	=	ICIC0000013

Note.— These account details are valid only for the deposit of "initial bid security" amount.

// TRUE COPY //



Haryana Government Gazette

EXTRAORDINARY

Published by Authority

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No. 154-2017/Ext.] CHANDIGARH, TUESDAY, AUGUST 29, 2017 (BHADRA 6, 1939 SAKA)

HARYANA GOVERNMENT
MINES AND GEOLOGY DEPARTMENT
SECTOR-17, CHANDIGARH

E-Auction Notice

The 29th August, 2017

No. DMG/HY/e-Auction/Stone/2017/4802.— It is hereby notified for the information of General Public that mining lease for extraction of minor minerals “Stone along with associated minor minerals” from Dadam mine of district Bhiwani will be granted through the process of e-Auction. It is informed to all concerned persons/parties that who are otherwise not specifically debarred or are not defaulter on account of Government dues as per condition no. 6 of this notice **can participate in the e-Auction**. The e-Auction will be held on **20.09.2017 to 22.09.2017** and bids can be submitted from **20.09.2017 at 09:00 AM to 22.09.2017 till 12.00 noon, extendable maximum up to 04:00 PM on 22.09.2017**. The important instructions for participation in the online e-Auction are as under:

- A. The bids shall be made online on the e-procurement website <https://haryanaeprocurement.gov.in>.
- B. The intending bidders before participation in the e-auction/ bidding process will be required to create **their user account online by selecting the option of e auction from discipline column and obtain user-id / password** on the website <https://haryanaeprocurement.gov.in> (If already created user account, this step needs to be skipped). For necessary instructions regarding participation in e-Auction of mines/blocks, please visit the aforementioned website and click on the available link “How to...” at the Home Page.
- C. After getting the **user account created**, the prospective/intending bidders shall upload following documents (in PDF format not exceeding limit of 10 MB for individual document) along with deposition of **earnest money (EMD) and e-service fee** in order to participate in the e-Auction latest by **18.09.2017 till 05:00 PM** anytime after the publication of this document. Further, the intending bidders must ensure that the afore-said amounts are remitted as specified above i.e. on or before 05.00 PM 18.09.2017 & verify online his/her transaction on or before 05.00 PM on 18.09.2017 so as to be eligible to participate in the e-Auction. In case if the afore-said amount is not remitted on or before 05.00 PM on 18.09.2017 for any reason whatsoever, and due to which the system does not verify such transaction, and therefore the bidder will not be permitted to participate in the e-Auction. The details of documents to be uploaded are as under:

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- (i) **"No Dues Certificate"** from the concerned officer of district or an affidavit sworn before any Magistrate to the effect that no amount of contract money, royalty, dead rent or surface rent is due in respect of any mining lease/mining contract or mineral concession held by him earlier or in respect of any mineral concession currently held by him or his family members;
- (ii) Copy of the **Partnership deed or Article of Association (in case of company)**, or an affidavit (in case of sole proprietor). No transfer or addition or deletion of the partners/Directors will be permissible before execution of the agreement;
- (iii) A copy of **authority letter** by the Partnership Firms or **Copy of resolution** of the Board of Directors (BoD) of the Company in favour of the person who shall be offering the bids online for such intending agency.
- (iv) **Earnest Money** equal to 10% of the reserve price of the mining area/site for which bid has to be made, rounded by an amount of Rs.10,000/-, through online payment in due course of time i.e. up to **18.09.2017 till 05:00 PM**. In case the intended bidder fails to pay online EMD fee under the stipulated time frame will not be allowed to enter in e-Auction of mine(s)/ block(s). The payment for EMD fee can be made by eligible bidders online through RTGS/NEFT or OTC. (Please refer to important Payment Guidelines under Annexure - 'A' provided by online payment gateway service provider i.e. ICICI Bank).

The payment shall be made against the beneficiary account number as mentioned in the challan to be generated online at the **e-Procurement portal <https://haryanaeprocurement.gov.in>**.

- (v) Details of the bidding agency in case of requirement of **refund of EMD** (a) Refund Account Name (b) Refund Account No. (c) IFSC code of the Bank. Note: Please cross check the information to be submitted online before saving the same as the information in non editable.
- (vi) The Bidders shall have to pay **e-Service Fee of Rs.1000/- online** by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for **e-Service Fee** can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts**.

Note: Any document uploaded as per (i), (ii) and (iii) above at later stage/ after auction found to be wrong/ false shall invite revocation /cancellation of bid and forfeiture of amount deposited at the time of auction apart from debarring the bidder from participation in any subsequent bids for a period of 5 years.

- I. In case of any query regarding process of **e-Auction and for undertaking training purpose**, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-chandigarh@nextenders.com for on-time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note:-

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working days.

Schedule for Training:

Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11: 30 am upto 3:00 pm) of each month at following addresses:		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact No. 8743042801/9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, Hisar Contact No.: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 For Support- 1800-180-2097, 0172-2582008-2009

For Support Call – 1800-180-2097

M/s Next Nextenders (India) Pvt. Ltd. Office will remain closed on Saturday (except 4th Saturday), Sunday and National Holidays.

2. Any bidder interested to participate in the auction can submit his bid/s from date **20.09.2017 09:00 AM to 22.09.2017 till 12:00 Noon.**
3. However, in case any bid in respect of any mine/ block is received 10 minutes prior to time fixed for closure for the bids i.e. bid received between **11:50 AM to 12 noon**, then the time for closure of the auction would be extended automatically by 10 minutes, so that equal opportunity is made available to the persons participating in the bidding process. Such extensions of ten minutes will continue till bids are received within next 10 minutes of last bid for any of the mine, otherwise the same would get concluded.
4. In case, the bidding would continue during such extensions of 10-10 minutes, the bidding process will finally conclude at **04:00 pm** and no further extension would be given thereafter.
5. The minimum bid incremental value during the initial time provided (i.e. **20.09.2017 from 9:00 AM to 22.09.2017 upto 12:00 noon**) will be multiple of Rs. 50,000 (Fifty Thousand). However, the increment during extended period **22.09.2017 from 12:00 noon to 04:00 PM** will be multiple of 100000 (one lakh) instead of 50,000 (Fifty Thousand).

The details of the areas of the Mines along with reserve price and period of mining leases which are to be granted on leases and other terms and conditions of the auction are given below:

Sr. No.	Name of the Mining Lease	Name of village	Khasra No. of mining lease area	Tentative Area in hectare	Reserve Price (Rs. in crore) per annum	Period of lease (in years)
District Bhiwani						
1.	Dadam	Dadam	132 min, 133	55.50	115.00	10

The terms and conditions of the Auction:

1. The period of lease shall commence w.e.f. the date of grant of environmental clearance by competent authority as required under EIA notification dated 14.09.2006 and as amended from time to time by the MoEF, GoI or on expiry of a period of 12 months from the date of acceptance of highest bid/issuance of **"Letter of Intent"**, (LoI) whichever is earlier;
2. Any site/lease area can be withdrawn from the Auction without assigning any reason;
3. Due care had been taken in specifying the details of the areas of the mining lease. However, in case of any inadvertent clerical mistake, the same shall be got rectified/corrected even after the auction but before execution of lease deed;
4. The lease areas are **Tentative** and are being notified on **'as is where is basis'** and all prospective bidders are expected and presumed to have surveyed the areas to make their own assessment for the potential of the areas for which bids are to be offered. The State government shall not be responsible for any kind of loss in land / area or any other loss to the bidders/lessees at any point of time (before or after grant of lease) on account of reduction of land/ area or otherwise. Further, the bidders are also expected to have gone through the terms and conditions of auction notice and also the applicable Acts and Rules for undertaking mining;
5. No request regarding reduction in bid amount on account of reduction in land/area of the Mining lease, on any account including that of change in description of khasra numbers / location etc. at any stage will be

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entertained on any ground. This shall also include any loss/reduction of area for actual mining for want of compliance of applicable laws/restrictions for mining or part of the leased area had already been operated in the past. Needless to state that this also includes the changes, if any, as per condition no. (3) and the prospective bidder shall give their bids taking account of all such eventualities;

6. No person shall be eligible to participate in the Auction, who or any of his family members is a defaulter of any mining dues in respect of any mineral concession granted in the past or any other current mineral concession. In case any of the partners of a Partnership Firm or a Director of a company participating in the auction process or any of their family members are found to be defaulter, the bidder firm/company would be held ineligible;

Further, any person firm or company as the case may be who had been specifically debarred to participate in the auction would not be eligible to participate in the auction.

7. In case any bidder participated in the auction is found to be in arrears at any stage, his bid shall be revoked / cancelled with forfeiture of the amount deposited by him;
8. All intended participant can view the highest quoted bid during online bidding process. The highest bidder will be informed for confirmation of the same through e-mail and SMS alert at his online registered email and Mobile Number respectively;
9. The highest bid received shall become the 'annual dead rent' amount payable by the bidder/lessee. The amount of annual dead rent initially determined on the basis of competitive bids/auctions shall be increased by 25% on completion of each block of three years;

Explanation: If the initially determined annually bid/lease Rs. 100/, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.

10. The highest bidder would be informed about the same- confirmation that he being declared as **highest bidder**- as per which he shall be liable to deposit 25% of the annual bid/dead rent as "security" and **one month's advance dead rent**. The above said amount shall be deposited as per following schedule:
 - (a) an amount equal to 10% of the annual dead rent/ highest bid, after adjusting the EMD deposited for said mine, as 'initial bid security' after conclusion of bidding process by 25.09.2017 till 4.00 PM (23rd and 24th September, 2017 being Gazetted Holidays). The payment has to be made through RTGS/NEFT by secured online payment gateway;
 - (b) balance amount of bid security i.e. 15% of the annual dead rent along with one month's advance dead rent before commencement of the mining operation or before expiry of the period of 12 months, whichever is earlier;
11. In case the highest bidder fails to deposit 10% of the annual dead rent/bid amount online towards the "Initial bid Security" within time given in condition no. 10(a) above for the same the earnest money deposited shall stand forfeited. Further such bidder(s) shall not be eligible to participate in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
12. **The bids offered/ received during the e-auction process shall be** provisionally accepted and the Director shall obtain the orders of Government thereon. No bid shall be regarded as successful bid unless accepted by the Government.
13. **After deposit of 10% of the bid amount (as initial bid security) after the conclusion of auction by the highest bidder(s), No request from the highest bidder(s) regarding revocation or the withdrawal of the highest bid shall be considered. In case, any such request is made, the same shall be followed by the Penal action i.e. 10% amount deposited towards initial bid security shall stand forfeited and un-paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder(s) shall debarred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;**
14. The earnest money deposited by the bidders other than highest bidders shall be refunded upon completion of the auction proceedings;
15. After the acceptance of highest bid by the State Government and on issuance of Letter of Intent, the LoI holder shall execute a lease deed in Form ML-I appended to the 'Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012' within a period of 90 days of the order of grant of LoI;
16. In case of failure to execute the lease deed, after issuance of acceptance of bid/LoI within prescribed period, the acceptance/LoI shall be deemed to have been revoked and 10% amount deposited towards

- initial bid security shall stand forfeited and un- paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall be debarred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
17. After execution of lease deed, either before commencement of the mining operation or before expiry of the period of 12 months from the date of issuance of LoI, whichever is earlier, in case of failure to deposit the balance 15% amount towards security (as required under clause 10(b) above) the acceptance of bid/issuance of LoI/execution of lease deed shall be deemed to have been revoked and 10% amount deposited towards as initial bid security after the conclusion of auction shall stand forfeited. Further un paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall be debarred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
 18. The lessee shall be liable to pay dead rent as determined through open auction or shall pay royalty in respect of each of the minor minerals extracted or removed or consumed by him or his agent, manager, employee etc., whichever is more. The royalty shall be payable at the rates prescribed in First Schedule appended to the State Rules and as may be revised by the State Government from time to time.
 19. The lessee shall also deposit/pay an additional amount equal to 10% of the due dead rent alongwith instalments towards the **'Mines and Minerals Development, Restoration and Rehabilitation Fund'**;
 20. The lessee shall be liable to pay advance Income Tax as per provisions of Section 206 (c) of the Income Tax Act, in addition to the dead rent payable as per term and condition of the lease deed;
 21. On enhancement of the annual dead rent with expiry of every three years period, the lessee shall deposit the balance amount of security so as to upscale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to the next block of three years;
 22. No interest, whatsoever, shall be payable on the security amount deposited under proper security head of the Government;
 23. The LoI holder/lessee shall also furnish a solvent surety for a sum equal to the amount of the annual bid for execution of the lease deed. In case the surety offered by the lessee(s) during the subsistence of the lease is not found solvent, the lessee(s) shall offer another solvent surety and a supplementary deed to this effect shall be executed;
 24. The mining lessee shall get prepare a Mining Plan along with the Mine Closure Plan (Progressive & Final) from the Recognised Qualified Person as per chapter 10 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012" for mining area granted on lease. The lessee shall not commence mining operations in any area except in accordance with such Mining Plan duly approved by an officer authorized by the Director, Mines & Geology, in this behalf. Further, the actual mining will be allowed to be commenced only after prior Environmental Clearance is obtained by the LoI holder/lessee for the Mining lease area from Competent Authority as required under notification dated 14.09.2006 issued by the MoEF&CC, GoI or as amended from time to time.
 25. The lessee would also be liable to pay following to the land owners;
 - (a) The annual rent in respect of the land area blocked under the concession but not being operated, and
 - (b) The rent plus compensation in respect of the area used for actual mining operations.

The amount of annual rent and the compensation shall be settled mutually between the landowner and the mining lessee. In case of non-settlement of the rent and compensation, the same shall be decided by the District Collector concerned in accordance with the provisions of Chapter 9 of the "Haryana Minor Mineral Concession, Stocking, and Transportation of Minerals and Prevention of Illegal Mining Rules, 2012".
 26. The total mineral excavated and stacked by the concession holder within the area granted on mining lease shall not exceed two times of the average monthly production as per approved Mining Plan at any point of time;
 27. The Mining lessee shall not stock any mineral outside the concession area granted on mining lease, without obtaining a valid mineral dealer license as per provisions contained in Chapter 14 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012";
 28. The lessee shall not carry out any mining operations in any reserved/protected forest or any area prohibited by any law in force in India, or prohibited by any authority without obtaining prior permission in writing from such authority or officer authorized in this behalf. In case of refusal of permission by such authority or officer authorized in this behalf, lessee(s) shall not be entitled to claim any relief in payment of dead rent on this account;

29. That no mining operation shall be allowed in the urbanizable zone of area notified by Town and Country Planning Department. Further, in case of the agriculture zone notified by Town and Country Planning Department mining shall be permissible only after obtaining prior permission from the competent authority;
30. A safety margin of two meters (2m) shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf;
31. The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite permission from the competent authority as required for undertaking mining operations under relevant laws;
32. In case any lease holder intends to install stone crusher inside lease hold area, the same can be installed as per sitting parameters of Environment Department;
33. The lessee shall be under obligation to carryout mining in accordance with all other provisions applicable as per Mines Act, 1952, Mines and Minerals (Development and Regulation) Act, 1957, Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made there under Wild Life (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981;
34. The agreement executed shall be duly registered under relevant law with concerned Registering Authority and they shall be liable to pay applicable stamp duty and registration fee etc. as per the applicable rates and demanded by the Registering Authority/ Revenue Department;
35. Further information, if any required, can be had on any working day from the office of the Assistant Mining Engineer, Mines & Geology Department, Bhiwani or from the O/o the Director, Mines and Geology, Haryana, 30 Bays Building, Sector-17, Chandigarh.

SANJAY JOON,
Director, Mines & Geology Department,
Haryana.

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Annexure-A

Guideline for Online Payments in e-Auction

Post registration, bidder shall proceed for bidding. Bidder shall proceed to select the e-auction he is interested in. On the respective Department's page in the e-auction portal the Bidder would have following options to make payment for e-Service fee & EMD:

- a. Debit Card
- b. Net Banking
- c. RTGS/NEFT
- d. OTC

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gate way screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net banking

The procedure for paying through Net banking will be as follows:

- (i) Bidder selects Net banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank.
- (vi) The Net banking gateway redirects Bidder to the Net banking page of the selected Bank.
- (vii) Bidder enters his account credentials and confirms payment.
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal.
- (x) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

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C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment *via* RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
Beneficiary account No: (unique alphanumeric code for e-tendering) Beneficiary
IFSC Code:
Amount:
Beneficiary bank branch:
Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- (v) The bidder would remit the funds latest by **12.05.2017** in advance and make the payment via OTC to the beneficiary account number as mentioned in the challan.
- (vi) Post making the payment, the bidder would login to the e-Auction portal and go to the payment page. On clicking the RTGS/NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

- 1. Allahabad Bank
- 2. Axis Bank
- 3. Bank of Bahrain and Kuwait
- 4. Bank of Baroda
- 5. Bank of India
- 6. Bank of Maharashtra
- 7. Canara Bank
- 8. City Union Bank
- 9. Central Bank of India
- 10. Catholic Syrian Bank
- 11. Corporation Bank
- 12. Deutsche Bank
- 13. Development Credit Bank
- 14. Dhanlaxmi Bank
- 15. Federal Bank
- 16. HDFC Bank
- 17. ICICI Bank
- 18. IDBI Bank
- 19. Indian Bank
- 20. Indian Overseas Bank
- 21. Indusind Bank
- 22. ING Vysya Bank

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23. J and K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank

D) OTC

The bidder shall have the option to make the EMD payment *via* OTC. Using this module, bidder would be able to pay from their existing ICICI Bank account through CASH/DD/ICICI BANK CHEQUE.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the OTC payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that are required by the bidder to make OTC payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
Beneficiary account no: (unique alphanumeric code for e-tendering) Beneficiary
IFSC Code: Amount:
Beneficiary bank branch: Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the OTC on the basis of the details printed on the challan.
- (v) The bidder would remit the funds latest by **18.09.2017** in advance and make the payment *via* OTC to the beneficiary account number as mentioned in the challan.

For making payment through Demand Draft against the online Challan generated for OTC:

If the amount is more than 50,000 (Fifty Thousand) then the intended bidders are required to provide ICICI Bank cheque or draw demand draft in favour of below furnished details:-

Sr No.	Account Name/ title	Account No.
1	GOH E- PROC EMD ESCROW A/C DSND - MINGEO	001305010048

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Instructions for Intending Bidders to participate in Auction

How to Participate:

Part A

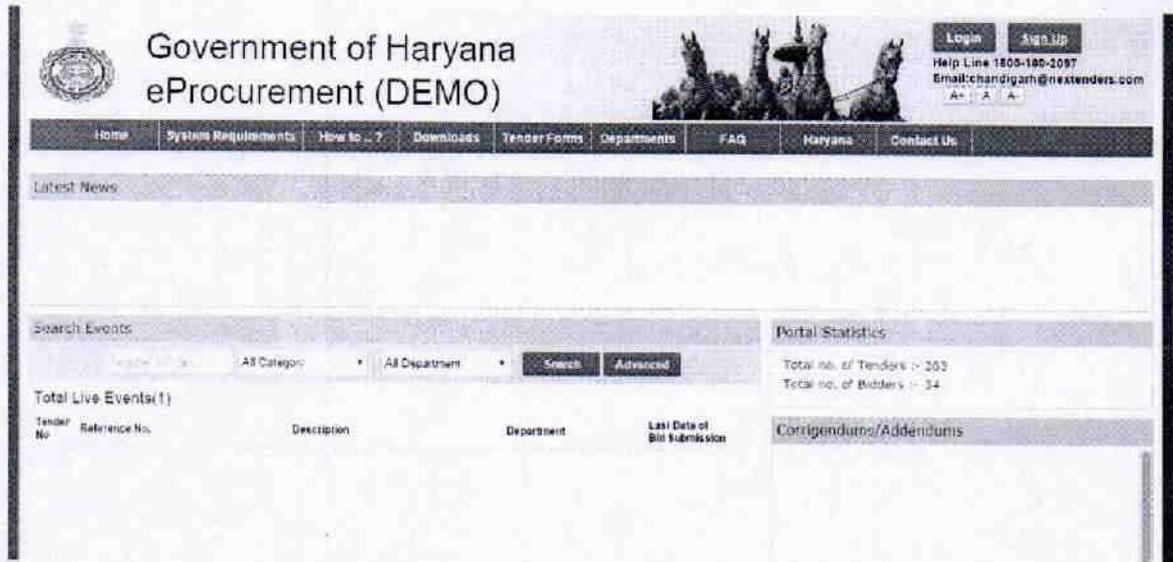
E-Auction Portal Signup & Bidding Process

Web portal for e-Auction of Haryana Single e-Procurement portal at <https://haryanaeprocurement.gov.in>

1. **Signup:** Bidder must required to create a login ID and password on the e-Procurement Portal by providing the basic information. Signup on the portal is free. Bidder has to create the login account for participating online into e- auction.

After filling up all the required details carefully, bidder has to click on submit button in order to complete the Sign-up process.

On completion of the Sign-up process, bidder will receive a registration activation mail on the registered email ID.



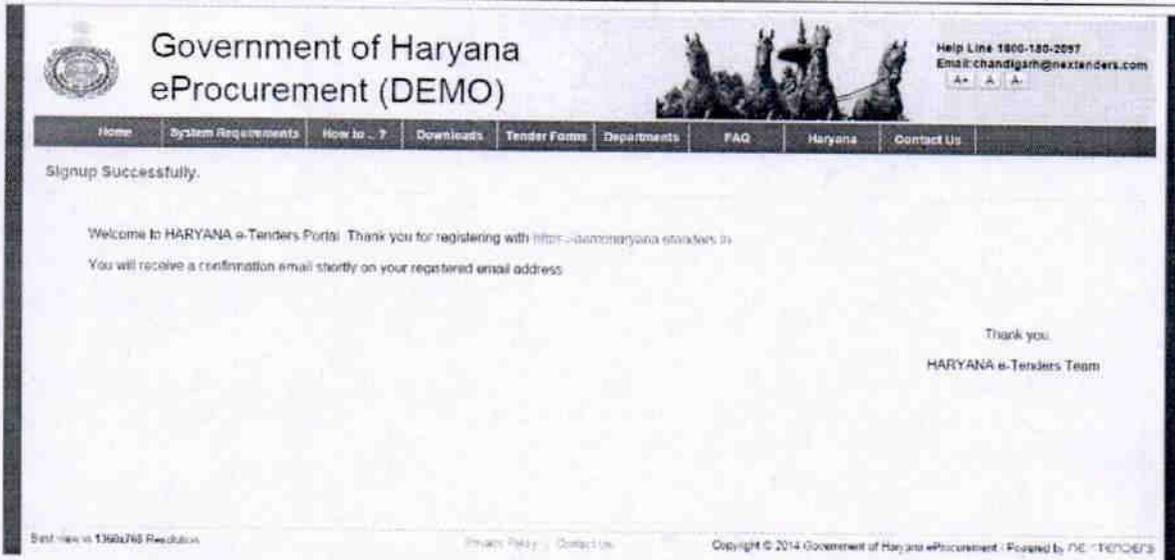
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Contractor Registration Form

First Name *	Kanwarjeet
Last Name *	Singh
Company Name *	xxx
Username *	testbidder6
Password *	*****
Confirm Password *	*****
Security Question *	Cop
Security Answer *	Sheriff
Discipline *	Action
Email *	testbidder6@gmail.com
Secondary Email	kunwarjeetsingh@hotmail.co
PAN *	CZDPS0707E E.g. ABCFE1234A
Telephone *	01722582000
Fax	01722582000
Mobile	9592259876
City	Panchkula

State *	Haryana
Country *	India
Vendor Category *	NSIC --Select Vendor Category-- NSIC SSI EMO Exempted Partial EMO Exempted
Company Office Address *	SCO No. 9, Sector 16, 2nd Floor
Register for Portals *	<input type="checkbox"/> Select All <input checked="" type="checkbox"/> HSIDC <input type="checkbox"/> HYPIL <input type="checkbox"/> HSRTC <input type="checkbox"/> DAKSHIN HARYANA BUJI VITRAN NIGAM LIMITED <input type="checkbox"/> UTTAR HARYANA BUJI VITRAN NIGAM LIMITED <input type="checkbox"/> POWER GENERATION CORPORATION LIMITED <input type="checkbox"/> ROADWAYS ENGINEERING CORPORATION <input type="checkbox"/> HARYANA TRANSPORT DEPARTMENT <input type="checkbox"/> DSND
Drag to order	
1 2 3 4 5 6	
<input type="button" value="Save"/> <input type="button" value="Cancel"/>	

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- Note.—**(a) In case of Individual the bidder must enter his/her name or mention Individual against company name.
 (b) For vendor Category select 'OPEN' from the drop-down.
2. **Search Auction:** Bidder can view the live auction events and download the related documents without login to the portal.



3. **Bidder Login:** Login to the e-Auction portal for online participation on Auction event. Interested bidders have to enter their online registered login ID and password with the portal. If the bidder forgets his/her password, the same can be retrieved by clicking on the "forget your password" link at the website, and thereby furnish their registered security question and answer to recover password at the e-Auction website. After receiving the correct security question and answer, bidder will receive auto-generated email from the system containing the password reset link.

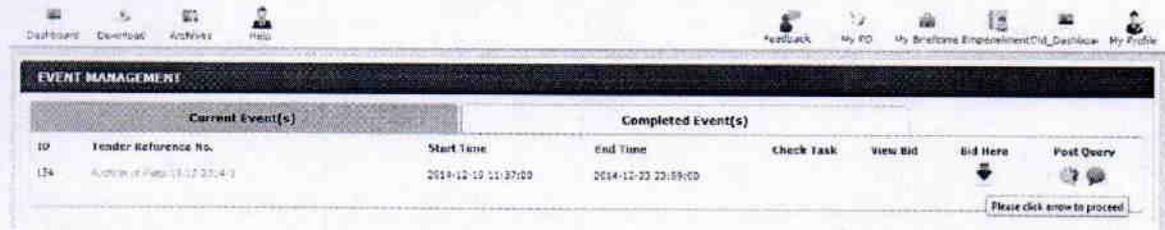
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4. **Dashboard:** After successful login, bidder will be redirected to the dashboard. Dashboard is divided into 2 Sections.

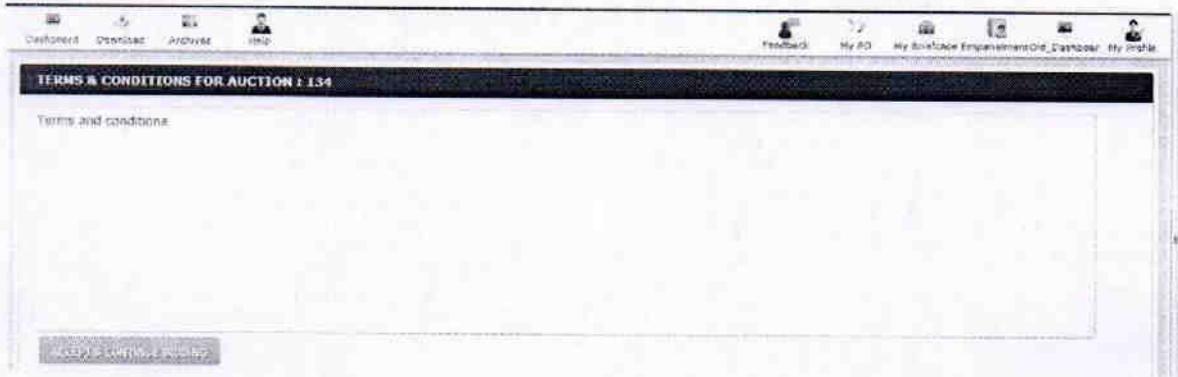
- a. **Current Events:** Current events will display the live auctions. Bidder can be able to participate in any of the live auction as per the scheduled date and time.
- b. **Completed Events:** Once the auction will be concluded, it will shown in this section Current event tab. Bidder can check for the reports in this section after the auction will be concluded.

Bidder has to click on "Bid Here" link in order to bid on the auction he/she wish to participate.



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5. **Acceptance of terms and conditions:** Bidder has to read carefully & accept the auction terms and conditions before bidding online on the e-Auction portal. And the bidder will be redirected to the e- Payment page.

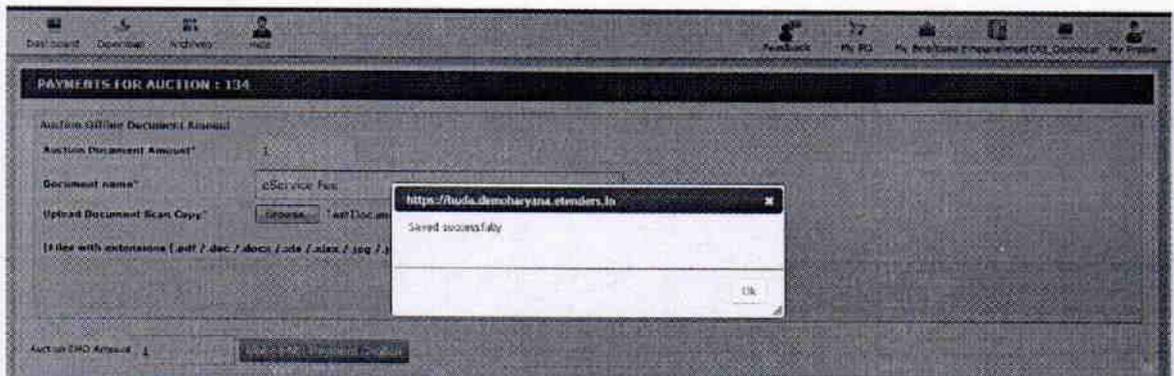


6. **Online payment for eService and EMD/ Registration fee:** Bidder is mandatorily required to pay eService fee of Rs. 1000/- using the online payment gateway through their Debit Card/Internet Banking.

For EMD/Registration fee payment bidders can have the option to make online payment of the amount through Debit Card/Internet Banking/RTGS/NEFT/OTC.

To make payment through RTGS/NEFT/OTC a pre-filled Challan shall be generated at the e-Auction portal for EMD/Registration fee payment. And remit the funds at least T+1 working day in advance to the closing date of e-Bidding.

So therefore all the intending bidders are require submitting of their EMD / Registration fee amount well in advance keeping in view the closing date & time of the e-Auction event / Online Registration.



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Dashboard Download Archive Help Feedback My PG My Profile Empowerment Cell Dashboard My Profile

Print Details

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)/REAL TIME GROSS SETTLEMENT(RTGS)
(To be filled by Applicant in BLOCK LETTERS)

Bank's Copy

Part: 1 [Details of applicant/refundor/originator] Date: 2014-12-19 12:42:25

Refund Account Name: Kanwarjeet Singh
 Refund Account No.: 1234567890
 Refund Account Bank IFSC Code: FI2100012345

Details of Beneficiary

Bank: ICICI Bank Ltd
 Branch: ICICI Bank Ltd CHQ, Mumbai
 Beneficiary Name: 123
 Beneficiary A/C No.: 123124207
 Beneficiary IFSC: ICIC0001234
 Type of A/C: CURRNT
 Amount Rs.: 1.00
 Order Id: P-123124207
 Scheme:

1. It is to be noted that all bidder make payment via RTGS/NEFT atleast one day in advance to the last day. In the event bidder making payments on the last day and same is not available for the bidder for validation on account of any reason whatsoever, Department, its banker, or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.

2. It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the auction. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.

7. **Auction Bidding:** Once the e- challan generated by respective bidder is verified by the system, he/she can enter into the online auction hall by clicking on the button "Go for Auction Bid".

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PAYMENTS FOR AUCTION : 134

Auction Document Amount Rs. 1 successfully paid

Auction EMD Amount 1

Go for Auction Bid

On the bidding page, bidder is required to bid on the auction. Bidder can check for the Auction Documents/ attachments in the real time. Page can also have a view to see the time remaining in the auction bidding.

Dashboard Download Archive Help Feedback My PG My Profile Empowerment Cell Dashboard My Profile

ITEM(S) OF AUCTION

✓ Auction started

Auction ID:	134	Auction Starts:	2014-12-19 11:37:00	Auction Ends:	2014-12-23 23:59:00
Time Remaining:	Days Hours Minutes Seconds	Status:	Started	No of extension:	0
4	11	1	55		

Item Name	Opening Price	Last Bid	Bid Price	Operation
AUCTION 40 DAURA RESIDENTIAL SCHEME, CE - 2YDTI NIGRA, JAIPUR	200000.00 Lacs			Price: <input type="text"/> Rs. <input type="button" value="Place Bid"/> Next bid price: 200000.00 Thousands Bid Inc: 2.00 Thousands Reserve Price: 200000.00 Lacs No. of Bids: 5

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Part B

Closing

The auction remains live till the closing date and time as defined in the bid document. Bidders can see the closing date and time by accessing the auction document and even on the e-Auction portal. However, the time of e-Auction will automatically be extended if the bidder tries to bid in the last 10 minutes before the closing time of the auction for the next 10 minutes. However, the increment during extended period will be multiple of 100000 (one lakh) instead of 50,000 (fifty thousand).

E-Payment for Bid Security Amount by the H1 Bidder:

The highest bidder has to initiate online payment towards 'Initial Bid Security' under the stipulated time frame as referred in the event Document. The payment has to be made through RTGS/NEFT directly to the escrow account of the department.

Account Name/ title = GOH E- PROC EMD ESCROW Account A/C DSND - MINGEO

Account No. = 001305010048

IFSC = ICIC0000013

Note.— These account details are valid only for the deposit of "initial bid security" amount.

// TRUE COPY //



Haryana Government Gazette

EXTRAORDINARY

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HARYANA GOVERNMENT
DEPARTMENT OF MINES AND GEOLOGY
SECTOR-17, CHANDIGARH

E-Auction Notice

The 10th November, 2017

DMG/HY/e-Auction/Stone/2017/Dadam/6902.— It is hereby notified for the information of General Public that mining lease for extraction of minor minerals "Stone along with associated minor minerals" from Dadam mine of district Bhiwani will be granted through the process of e-Auction. It is informed to all concerned persons/parties that who are otherwise not specifically debarred or are not defaulter on account of government dues as per condition no. 6 of this notice can participate in the e-Auction. The e-Auction will be held on 06.12.2017 to 07.12.2017 and bids can be submitted from 06.12.2017 at 09:00 AM to 07.12.2017 till 12.00 Noon, extendable maximum up to 04:00 PM on 07.12.2017. The important instructions for participation in the online e-Auction are as under:

- A. The bids shall be made online on the e-procurement website <https://haryanaeprocurement.gov.in>.
- B. The intending bidders before participation in the e-auction/ bidding process will be required to create their user account online by selecting the option of e auction from discipline column and obtain user-id / password on the website <https://haryanaeprocurement.gov.in> (If already created user account, this step needs to be skipped). For necessary instructions regarding participation in e-Auction of mines/blocks, please visit the aforementioned website and click on the available link "How to..." at the Home Page.
- C. After getting the user account created, the prospective/intending bidders shall upload following documents (in PDF format not exceeding limit of 10 MB for individual document) along with deposition of earnest money (EMD) and e-service fee in order to participate in the e-Auction latest by 04.12.2017 till 05:00 PM anytime after the publication of this document. Further, the intending bidders must ensure that the afore-said amounts are remitted as specified above i.e. on or before 05.00 PM 04.12.2017 & verify online his/her transaction on or before 05.00 PM on 04.12.2017 so as to be eligible to participate in the e-Auction. In case if the afore-said

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amount is not remitted on or before 05.00 PM on **04.12.2017** for any reason whatsoever, and due to which the system does not verify such transaction, and therefore the bidder will not be permitted to participate in the e-Auction. The details of documents to be uploaded are as under:

- (i) **"No Dues Certificate"** from the concerned officer of district or an affidavit sworn before any Magistrate to the effect that no amount of contract money, royalty, dead rent or surface rent is due in respect of any mining lease/mining contract or mineral concession held by him earlier or in respect of any mineral concession currently held by him or his family members;
- (ii) Copy of the **Partnership deed or Article of Association (in case of company)**, or an affidavit (in case of sole proprietor). No transfer or addition or deletion of the partners/Directors will be permissible before execution of the agreement;
- (iii) A copy of **authority letter** by the Partnership Firms or **Copy of resolution** of the Board of Directors (BoD) of the Company in favour of the person who shall be offering the bids online for such intending agency.
- (iv) **Earnest Money** equal to 10% of the reserve price of the mining area/site for which bid has to be made, rounded by an amount of Rs.10,000/-, through online payment in due course of time i.e. up to **04.12.2017 till 05:00 PM**. In case the intended bidder fails to pay online EMD fee under the stipulated time frame will not be allowed to enter in e-Auction of mine(s)/ block(s). The payment for EMD fee can be made by eligible bidders online through RTGS/NEFT or OTC. (Please refer to important Payment Guidelines under Annexure – 'A' provided by online payment gateway service provider i.e. ICICI Bank).
The payment shall be made against the beneficiary account number as mentioned in the challan to be generated online at the **e-Procurement portal <https://haryanaeprocurement.gov.in>**.
- (v) Details of the bidding agency in case of requirement of **refund of EMD** (a) Refund Account Name (b) Refund Account No. (c) IFSC code of the Bank. Note: Please cross check the information to be submitted online before saving the same as the information in non editable.
- (vi) The Bidders shall have to pay **e-Service Fee of Rs.1000/- online** by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for **e-Service Fee** can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts**.

Note.— Any document uploaded as per (i), (ii) and (iii) above at later stage/ after auction found to be wrong/false shall invite revocation /cancellation of bid and forfeiture of amount deposited at the time of auction apart from debarring the bidder from participation in any subsequent bids for a period of 5 years.

1. In case of any query regarding process of **e-Auction and for undertaking training purpose**, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-chandigarh@nextenders.com for on-time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note:-

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working days.

Schedule for Training:

Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11: 30 am upto 3:00 pm) of each month at following addresses:

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Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact no. 8743042801/9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, Hisar Contact: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 For Support- 1800-180-2097, 0172-2582008-2009
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For Support Call – 1800-180-2097

M/s Next Nextenders (India) Pvt. Ltd Office will remain closed on Saturday (except 4th Saturday), Sunday and National Holidays

- Any bidder interested to participate in the auction can submit his/her bid/s from date **06.12.2017 09:00 AM to 07.12.2017 till 12:00 Noon**.
- However, in case any bid in respect of any mine/ block is received 10 minutes prior to time fixed for closure for the bids i.e. bid received between **11:50 AM to 12 noon**, then the time for closure of the auction would be extended automatically by 10 minutes, so that equal opportunity is made available to the persons participating in the bidding process. Such extensions of ten minutes will continue till bids are received within next 10 minutes of last bid for any of the mine, otherwise the same would get concluded.
- In case, the bidding would continue during such extensions of 10-10 minutes, the bidding process will finally conclude at **04:00 pm** and no further extension would be given thereafter.
- The minimum bid incremental value during the initial time provided (i.e. **06.12.2017 from 9:00 AM to 07.12.2017 upto 12:00 Noon**) will be multiple of Rs. 50,000 (Fifty Thousand). However, the increment during extended period (**07.12.2017 from 12:00 Noon to 04:00 PM**) will be multiple of 100000 (one lakh) instead of 50,000 (Fifty Thousand).

The details of the areas of the Mines along with reserve price and period of mining leases which are to be granted on leases and other terms and conditions of the auction are given below:

Sr. No.	Name of the Mining Lease	Name of village	Khasra No. of mining lease area	Tentative Area in hectare	Reserve Price (Rs. in crore) per annum	Period of lease (in years)
District Bhiwani						
1.	Dadam	Dadam	132 min	48.87	92.00	10

The terms and conditions of the Auction:

- The period of lease shall commence w.e.f. the date of grant of environmental clearance by competent authority as required under EIA notification dated 14.09.2006 and as amended from time to time by the MoEF, GoI or on expiry of a period of 12 months from the date of acceptance of highest bid/issuance of "Letter of Intent", (LoI) whichever is earlier;
- Any site/lease area can be withdrawn from the Auction without assigning any reason;
- Due care had been taken in specifying the details of the areas of the mining lease. However, in case of any inadvertent clerical mistake, the same shall be got rectified/corrected even after the auction but before execution of lease deed;
- The lease areas are **Tentative** and are being notified on 'as is where is basis' and all prospective bidders are expected and presumed to have surveyed the areas to make their own assessment for the potential of the areas for which bids are to be offered. The State government shall not be responsible for any kind of loss in land / area or any other loss to the bidders/lessees at any point of time (before or after grant of lease) on account of reduction of land/ area or otherwise. Further, the bidders are also expected to have gone through the terms and conditions of auction notice and also the applicable Acts and Rules for undertaking mining;
- No request regarding reduction in bid amount on account of reduction in land/area of the Mining lease, on any account including that of change in description of khasra numbers / location etc. at any stage will be entertained on any ground. This shall also include any loss/reduction of area for actual mining for want of compliance of applicable laws/restrictions for mining or part of the leased area had already been operated in the past. Needless to state that this also includes the changes, if any, as per condition no. (3) and the prospective bidder shall give their bids taking account of all such eventualities;

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6. No person shall be eligible to participate in the Auction, who or any of his family members is a defaulter of any mining dues in respect of any mineral concession granted in the past or any other current mineral concession. In case any of the partners of a Partnership Firm or a Director of a company participating in the auction process or any of their family members are found to be defaulter, the bidder firm/company would be held ineligible;
Further, any person firm or company as the case may be who had been specifically debarred to participate in the auction would not be eligible to participate in the auction.
7. In case any bidder participated in the auction is found to be in arrears at any stage, his bid shall be revoked / cancelled with forfeiture of the amount deposited by him;
8. All intended participant can view the highest quoted bid during online bidding process. The highest bidder will be informed for confirmation of the same through **e-mail** and **SMS alert** at his online registered email and Mobile Number respectively;
9. The highest bid received shall become the '**annual dead rent**' amount payable by the bidder/lessee. The amount of annual dead rent initially determined on the basis of competitive bids/auctions shall be increased by 25% on completion of each block of three years;
Explanation.— If the initially determined annually bid/lease Rs. 100/-, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.
10. The highest bidder would be informed about the same- confirmation that he being declared as **highest bidder**- as per which he shall be liable to deposit **25%** of the annual bid/dead rent as "**security**" and **one month's advance dead rent**. The above said amount shall be deposited as per following schedule:
 - (a) an amount equal to 10% of the annual dead rent/ highest bid, after adjusting the EMD deposited for said mine, as 'initial bid security' **within 24 hours** of conclusion of bidding process. The payment has to be made through RTGS/NEFT by secured online payment gateway;
 - (b) balance amount of bid security i.e. 15% of the annual dead rent along with one month's advance dead rent before commencement of the mining operation or before expiry of the period of 12 months, whichever is earlier;
11. In case the highest bidder fails to deposit 10% of the annual dead rent/bid amount online towards the "Initial bid Security" within time given in condition no. 10(a) above for the same the earnest money deposited shall stand forfeited. Further such bidder(s) shall not be eligible to participate in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
12. **The bids offered/ received during the e-auction process shall be** provisionally accepted and the Director shall obtain the orders of Government thereon. No bid shall be regarded as successful bid unless accepted by the Government.
13. **After deposit of 10% of the bid amount (as initial bid security) after the conclusion of auction by the highest bidder(s), No request from the highest bidder(s) regarding revocation or the withdrawal of the highest bid shall be considered. In case, any such request is made, the same shall be followed by the Penal action i.e. 10% amount** deposited towards initial bid security shall stand forfeited and un-paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder(s) shall be debarred from participation in any future auctions/ Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
14. The earnest money deposited by the bidders other than highest bidders shall be refunded upon completion of the auction proceedings;
15. After the acceptance of highest bid by the State Government and on issuance of Letter of Intent, the LoI holder shall execute a lease deed in Form ML-I appended to the 'Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012' within a period of 90 days of the order of grant of LoI;
16. In case of failure to execute the lease deed, after issuance of acceptance of bid/LoI within prescribed period, the acceptance/LoI shall be deemed to have been revoked and 10% amount deposited towards initial bid security shall stand forfeited and un- paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall be debarred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;

17. After execution of lease deed, either before commencement of the mining operation or before expiry of the period of 12 months from the date of issuance of LoI, whichever is earlier, in case of failure to deposit the balance 15% amount towards security (as required under clause 10(b) above) the acceptance of bid/issuance of LoI/execution of lease deed shall be deemed to have been revoked and 10% amount deposited towards as initial bid security after the conclusion of auction shall stand forfeited. Further un paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall be debarred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
18. The lessee shall be liable to pay dead rent as determined through open auction or shall pay royalty in respect of each of the minor minerals extracted or removed or consumed by him or his agent, manager, employee etc., whichever is more. The royalty shall be payable at the rates prescribed in First Schedule appended to the State Rules and as may be revised by the State Government from time to time.
19. The lessee shall also deposit/pay an additional amount equal to 10% of the due dead rent alongwith instalments towards the '**Mines and Minerals Development, Restoration and Rehabilitation Fund**';
20. The lessee shall be liable to pay advance Income Tax as per provisions of Section 206 (c) of the Income Tax Act, in addition to the dead rent payable as per term and condition of the lease deed;
21. On enhancement of the annual dead rent with expiry of every three years period, the lessee shall deposit the balance amount of security so as to upscale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to the next block of three years;
22. No interest, whatsoever, shall be payable on the security amount deposited under proper security head of the government;
23. The LoI holder/lessee shall also furnish a solvent surety for a sum equal to the amount of the annual bid for execution of the lease deed. In case the surety offered by the lessee(s) during the subsistence of the lease is not found solvent, the lessee(s) shall offer another solvent surety and a supplementary deed to this effect shall be executed;
24. The mining lessee shall get prepare a Mining Plan along with the Mine Closure Plan (Progressive & Final) from the Recognised Qualified Person as per chapter 10 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012" for mining area granted on lease. The lessee shall not commence mining operations in any area except in accordance with such Mining Plan duly approved by an officer authorized by the Director, Mines & Geology, in this behalf.
Further, the actual mining will be allowed to be commenced only after prior Environmental Clearance is obtained by the LoI holder/lessee for the Mining lease area from Competent Authority as required under notification dated 14.09.2006 issued by the MoEF&CC, GoI or as amended from time to time.
25. The lessee would also be liable to pay following to the land owners;
 - (a) The annual rent in respect of the land area blocked under the concession but not being operated, and
 - (b) The rent plus compensation in respect of the area used for actual mining operations.
 The amount of annual rent and the compensation shall be settled mutually between the landowner and the mining lessee. In case of non-settlement of the rent and compensation, the same shall be decided by the District Collector concerned in accordance with the provisions of Chapter 9 of the "Haryana Minor Mineral Concession, Stocking, and Transportation of Minerals and Prevention of Illegal Mining Rules, 2012".
26. The total mineral excavated and stacked by the concession holder within the area granted on mining lease shall not exceed two times of the average monthly production as per approved Mining Plan at any point of time;
27. The Mining lessee shall not stock any mineral outside the concession area granted on mining lease, without obtaining a valid mineral dealer license as per provisions contained in Chapter 14 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012";
28. The lessee shall not carry out any mining operations in any reserved/protected forest or any area prohibited by any law in force in India, or prohibited by any authority without obtaining prior permission in writing from such authority or officer authorized in this behalf. In case of refusal of permission by such authority or officer authorized in this behalf, lessee(s) shall not be entitled to claim any relief in payment of dead rent on this account;

29. That no mining operation shall be allowed in the urbansizable zone of area notified by Town and Country Planning Department. Further, in case of the agriculture zone notified by Town and Country Planning Department mining shall be permissible only after obtaining prior permission from the competent authority;
30. A safety margin of two meters (2m) shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf;
31. The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite permission from the competent authority as required for undertaking mining operations under relevant laws;
32. In case any lease holder intends to install stone crusher inside lease hold area, the same can be installed as per sitting parameters of Environment Department;
33. The lessee shall be under obligation to carryout mining in accordance with all other provisions applicable as per Mines Act, 1952, Mines and Minerals (Development and Regulation) Act, 1957, Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made there under Wild Life (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981;
34. The agreement executed shall be duly registered under relevant law with concerned Registering Authority and they shall be liable to pay applicable stamp duty and registration fee etc. as per the applicable rates and demanded by the Registering Authority/ Revenue Department;
35. Further information, if any required, can be had on any working day from the office of the Assistant Mining Engineer, Mines & Geology Department, Bhiwani or from the O/o the Director, Mines and Geology, Haryana, 30 Bays Building, Sector-17, Chandigarh.

SANJAY JOON,
Director, Mines & Geology,
Haryana.

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ANNEXURE-A

Guideline for Online Payments in e-Auction

Post registration, bidder shall proceed for bidding. Bidder shall proceed to select the e-auction he is interested in. On the respective Department's page in the e-auction portal, the Bidder would have following options to make payment for e-Service fee & EMD:

- a. Debit Card
- b. Net Banking
- c. RTGS/NEFT
- d. OTC

Operative Procedures for Bidder Payments**A) Debit Card**

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net banking

The procedure for paying through Netbanking will be as follows:

- (i) Bidder selects Netbanking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Netbanking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank.
- (vi) The Netbanking gateway redirects Bidder to the Netbanking page of the selected Bank.
- (vii) Bidder enters his account credentials and confirms payment.
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Netbanking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal.
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

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C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering) Beneficiary
 - IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the RTGS/ NEFT on the basis of the details printed on the challan.
- (v) The bidder would remit the funds latest by **04.12.2017** in advance and make the payment via OTC to the beneficiary account number as mentioned in the challan.
- (vi) Post making the payment, the bidder would login to the e-Auction portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Indusind Bank
22. ING Vysya Bank
23. J & K Bank

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- 24. Karnataka Bank
- 25. Kotak Mahindra Bank
- 26. Karur Vysys Bank
- 27. Punjab National Bank
- 28. Oriental Bank of Commerce
- 29. South Indian Bank
- 30. Standard Chartered Bank
- 31. State Bank Of Bikaner and Jaipur
- 32. State Bank of Hyderabad
- 33. State Bank of India
- 34. State Bank of Mysore
- 35. State Bank of Travencore
- 36. State Bank Of Patiala
- 37. Tamilnad Mercantile Bank
- 38. Union Bank of India
- 39. United Bank of India
- 40. Vijaya Bank
- 41. Yes Bank

D) OTC

The bidder shall have the option to make the EMD payment via OTC. Using this module, bidder would be able to pay from their existing ICICI Bank account through CASH/DD/ICICI BANK CHEQUE.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the OTC payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make OTC payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the OTC on the basis of the details printed on the challan.
- (v) The bidder would remit the funds latest by **04.12.2017** in advance and make the payment via OTC to the beneficiary account number as mentioned in the challan.

For making payment through Demand Draft against the online Challan generated for OTC:

If the amount is more than 50,000 (Fifty Thousand) then the intended bidders are required to provide ICICI Bank cheque or draw demand draft in favour of below furnished details:-

Sr. No.	Account Name/ Title	Account No.
I	GOH E- PROC EMD ESCROW A/C DSND - MINGEO	001305010048

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Instructions for Intending Bidders to participate in Auction

How to Participate:

Part A

E-Auction Portal Signup & Bidding Process

Web portal for e-Auction of Haryana Single e-Procurement portal at <https://haryanaprocurement.gov.in>

1. **Signup:** Bidder must required to create a login ID and password on the e-Procurement Portal by providing the basic information. Signup on the portal is free. Bidder has to create the login account for participating online into e- auction.

After filling up all the required details carefully, bidder has to click on submit button in order to complete the Sign-up process.

On completion of the Sign-up process, bidder will receive a registration activation mail on the registered email ID.

The screenshot displays the Government of Haryana eProcurement (DEMO) portal. At the top, there is a navigation menu with links for Home, System Requirements, How to..., Downloads, Tender Forms, Departments, FAQ, Haryana, and Contact Us. Below the menu, there is a section for Latest News and a search bar for events. The search results show a table with columns for Tender No., Reference No., Description, Department, and Last Date of Bid Submission. To the right, there is a Portal Statistics section showing Total no. of Tenders: 263 and Total no. of Bidders: 34. Below the search results, there is a section for Corrigendums/Addendums.

The main part of the screenshot shows a Contractor Registration Form with the following fields and values:

First Name *	Kunwarjeet	
Last Name *	Singh	
Company Name *	flex	
Username *	testbidder6	
Password *	*****	
Confirm Password *	*****	
Security Question *	Cop	
Security Answers *	Sheriff	
Discipline *	Auction	
Email *	testbidder6@gmail.com	
Secondary Email	kunwarjeetsingh@hotmail.co	
PAN *	CZDPS0707E	E.g. ABCFE1234A
Telephone *	01722582009	
Fax	01722582008	
Mobile	9992259676	
City *	Panchkula	

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State* Haryana

Country* India

Vendor Category*
NSIC
--Select Vendor Category--
NSIC
SSI
OPEN
EMD Exempted
Partial EMD Exempted

Company Office Address*
SCQ No. 9, Sector 16, 2nd Floor

Register for Portals*

Select All

- HSIDC
- HVPNL
- HSRDC
- DAKSHIN HARYANA BULI VITRAH NIGAM LIMITED
- UTTAR HARYANA BULI VITRAH NIGAM LIMITED
- POWER GENERATION CORPORATION LIMITED
- ROADWAYS ENGINEERING CORPORATION
- HARYANA TRANSPORT DEPARTMENT
- DSHD

Drag to order

1 2 3 4 5 6

Submit Back

Government of Haryana
eProcurement (DEMO)

Help Line 1800-180-2097
Email: chandigarh@nextenders.com

Home System Requirements How to...? Downloads Tender Forms Departments FAQ Haryana Contact Us

Signup Successfully.

Welcome to HARYANA e-Tenders Portal. Thank you for registering with <https://demo.haryana.e-tenders.in>
You will receive a confirmation email shortly on your registered email address.

Thank you
HARYANA e-Tenders Team

Best view in 1366x768 Resolution Privacy Policy / Feedback Us Copyright © 2014 Government of Haryana eProcurement | Powered by iMEX/11/2015/2675

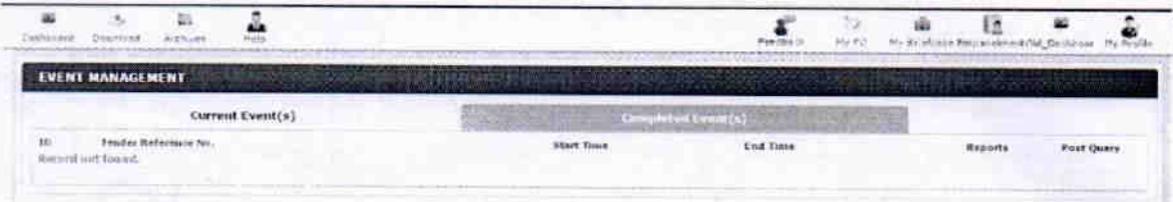
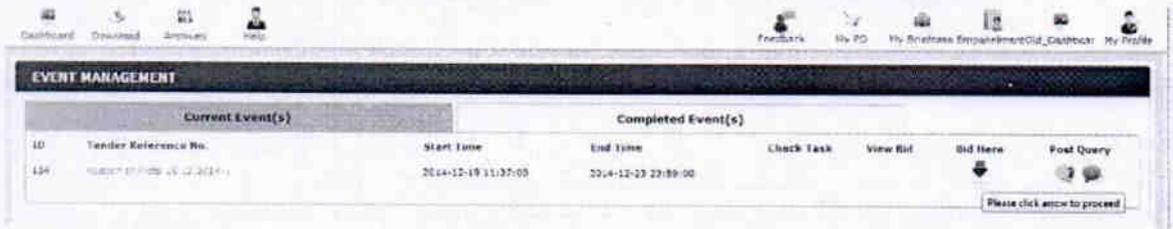
Note.— (a) In case of Individual the bidder must enter his/her name or mention Individual against company Name.

(b) For vendor Category select 'OPEN' from the drop-down.

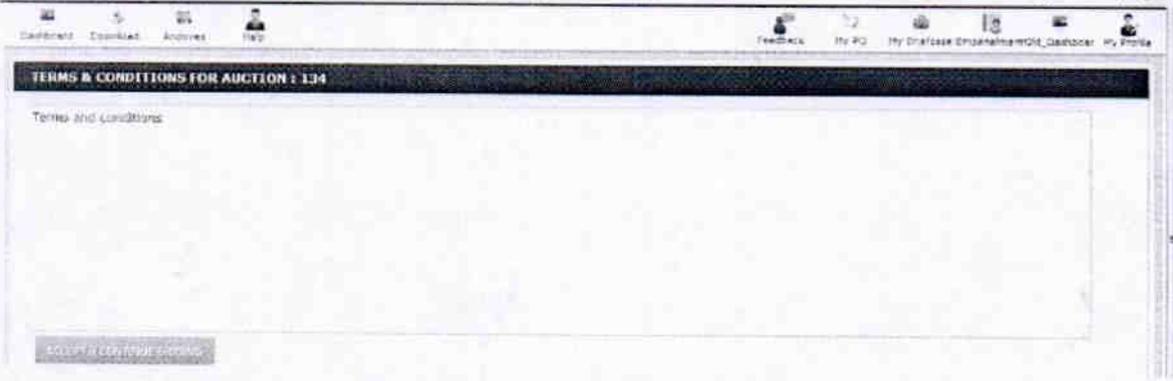
2. Search Auction: Bidder can view the live auction events and download the related documents without login to the portal.

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Bidder has to click on "Bid Here" link in order to bid on the auction he/she wish to participate.



5. **Acceptance of terms and conditions:** Bidder has to read carefully & accept the auction terms and conditions before bidding online on the e-Auction portal. And the bidder will be redirected to the e-Payment page.

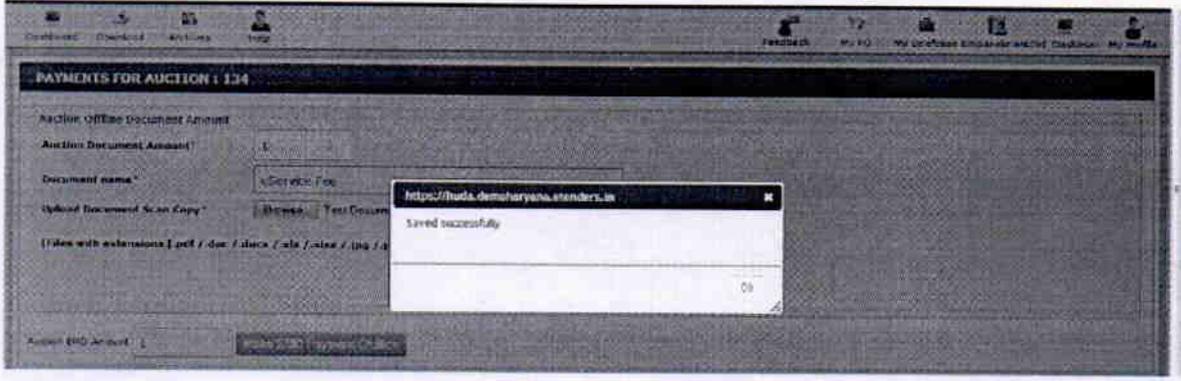


6. **Online payment for eService and EMD/ Registration fee:** Bidder is mandatorily required to pay eService fee of Rs. 1000/- using the online payment gateway through their Debit Card/Internet Banking.

For EMD/Registration fee payment bidders can have the option to make online payment of the amount through Debit Card/Internet Banking/RTGS/NEFT/OTC.

To make payment through RTGS/NEFT/OTC a pre-filled Challan shall be generated at the e-Auction portal for EMD/Registration fee payment. And remit the funds at least T+1 working day in advance to the closing date of e-Bidding.

So therefore all the intending bidders are require submitting of their EMD / Registration fee amount well in advance keeping in view the closing date & time of the e-Auction event / Online Registration.



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Print Challan

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)/REAL TIME GROSS SETTLEMENT(RTGS)
(To be filled by Applicant in BLOCK LETTERS)

Serial Copy

Part-I (Details of applicant/remitter/originator) Date: 2014-12-19 13:47:25

Remitter Account Name:
 Remitter Account No.:
 Remitter Account Bank IFSC Code:

Details of Beneficiary

Bank:
 Branch:
 Beneficiary Name:
 Beneficiary A/C No.:
 Beneficiary IFSC:
 Type of A/C:
 Amount Rs.:
 Order ID:

Disclaimer:

- It is advised that all bidder make payment via RTGS/NEFT atleast one day in advance to the last day. In the event bidder raising payment on the last day and same is not available for the bidder for validation on account of any reason whatsoever, Department, its banker or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
- It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the Challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of BMD payment.

7. **Auction Bidding:** Once the e- challan generated by respective bidder is verified by the system, he/she can enter into the online auction hall by clicking on the button "Go for Auction Bid".

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PAYMENTS FOR AUCTION : 134

Auction Document Amount Rs. successfully paid

Auction BMD Amount

On the bidding page, bidder is required to bid on the auction. Bidder can check for the Auction Documents/ attachments in the real time. Page can also have a view to see the time remaining in the auction bidding.

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ITEM(S) OF AUCTION

Auction started

Auction ID:	134	Auction Starts:	2014-12-19 11:37:00	Auction Ends:	2014-12-23 23:59:00
Time Remaining:	Days Hours Minutes Seconds	Status:	Started	No of extension:	0
4	11	3	55		

Item Name	Opening Price	Last Bid	Bid Price	Operation
AUCTION AD CAUSA RESIDENTIAL SCHEME, CE - RVOTI NAGAR, JAIPUR	200000.00 Lacs			Price <input type="text" value="Rs. 1"/> <input type="button" value="Place Bid"/> Next bid price: 200002.00 Thousands Bid Incr. 2.00 Thousands Reserve Price: 200000.00 Lacs Max. Inc. Per Bid: 5

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Part B

Closing

The auction remains live till the closing date and time as defined in the bid document. Bidders can see the closing date and time by accessing the auction document and even on the e-Auction portal. However, the time of e-Auction will automatically be extended if the bidder tries to bid in the last 10 minutes before the closing time of the auction for the next 10 minutes. However, the increment during extended period will be multiple of 100000 (one lakh) instead of 50,000 (fifty thousand).

E-Payment for Bid Security Amount by the H1 Bidder:

The highest bidder has to initiate online payment towards 'Initial Bid Security' under the stipulated time frame as referred in the event Document. The payment has to be made through RTGS/NEFT directly to the escrow account of the department.

Account Name/ title = GOH E- PROC EMD ESCROW Account A/C DSND - MINGEO

Account No. = 001305010048

IFSC = ICIC0000013

Note.— These account details are valid only for the deposit of "initial bid security" amount.

// TRUE COPY //



Haryana Government Gazette

EXTRAORDINARY

Published by Authority

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No. 215-2017/Ext.] CHANDIGARH, FRIDAY, DECEMBER 8, 2017 (AGRAHAYANA 16, 1939 SAKA)

HARYANA GOVERNMENT
MINES AND GEOLOGY DEPARTMENT
SECTOR-17, CHANDIGARH

E-Auction Notice

The 8th December, 2017

No. DMG/HY/e-Auction/Stone/2017/Dadam/7362.—

It is hereby notified for the information of General Public that mining lease for extraction of minor minerals "Stone along with associated minor minerals" from Dadam mine of district Bhiwani will be granted through the process of e-Auction. It is informed to all concerned persons/parties that who are otherwise not specifically debarred or are not defaulter on account of government dues as per condition No. 6 of this notice can participate in the e-Auction. The e-Auction will be held on 04.01.2018 to 05.01.2018 and bids can be submitted from 04.01.2018 at 09:00 AM to 05.01.2018 till 12.00 Noon, extendable maximum up to 04:00 PM on 05.01.2018. The important instructions for participation in the online e-Auction are as under:

- A. The bids shall be made online on the e-procurement website <https://haryana procurement.gov.in>.
- B. The intending bidders before participation in the e-auction/ bidding process will be required to create their user account online by selecting the option of e auction from discipline column and obtain user-id / password on the website <https://harvana procurement.gov.in> (If already created user account, this step needs to be skipped). For necessary instructions regarding participation in e-Auction of mines/blocks, please visit the aforementioned website and click on the available link "How to..." at the Home Page.
- C. After getting the user account created, the prospective/intending bidders shall upload following documents (in PDF format not exceeding limit of 10 MB for individual document) along with deposition of **earnest money (EMD)** and **e-service fee** in order to participate in the e-Auction latest by **02.01.2018 till 05:00 PM** anytime after the publication of this document. Further, the intending bidders must ensure that the afore-said amounts are remitted as specified above i.e. on or before 05.00 PM **02.01.2018** & verify online his/her transaction on or before 05.00 PM on **02.01.2018** so as to be eligible to participate in the e-Auction. In case if the afore-said amount is not remitted on or before 05.00 PM on **02.01.2018** for any reason whatsoever, and due to which the system does not verify such transaction, and therefore the bidder will not be permitted to participate in the e-Auction. The details of documents to be uploaded are as under:
 - (i) "No Dues Certificate" from the concerned officer of district or an affidavit sworn before any Magistrate to the effect that no amount of contract money, royalty, dead rent or surface rent is due in respect of any mining lease/mining contract or mineral concession held by him earlier or in respect of any mineral concession currently held by him or his family members;

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- (ii) Copy of the **Partnership deed or Article of Association (in case of company)**, or an affidavit (in case of sole proprietor). No transfer or addition or deletion of the partners/Directors will be permissible before execution of the agreement;
- (iii) A copy of **authority letter** by the Partnership Firms or **Copy of resolution** of the Board of Directors (BoD) of the Company in favour of the person who shall be offering the bids online for such intending agency.
- (iv) **Earnest Money** equal to 10% of the reserve price of the mining area/site for which bid has to be made, rounded by an amount of Rs.10,000/-, through online payment in due course of time i.e. up to **02.01.2018 till 05:00 PM**. In case the intended bidder fails to pay online EMD fee under the stipulated time frame will not be allowed to enter in e-Auction of mine(s)/ block(s). The payment for EMD fee can be made by eligible bidders online through RTGS/NEFT or OTC. (Please refer to important Payment Guidelines under Annexure – ‘A’ provided by online payment gateway service provider i.e. ICICI Bank).

The payment shall be made against the beneficiary account number as mentioned in the challan to be generated online at the **e-Procurement portal <https://haryanaeprocurement.gov.in>**.

- (v) Details of the bidding agency in case of requirement of **refund of EMD** (a) Refund Account Name (b) Refund Account No. (c) IFSC code of the Bank. Note: Please cross check the information to be submitted online before saving the same as the information in non editable.
- (vi) The Bidders shall have to pay **e-Service Fee of Rs.1000/- online** by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for **e-Service Fee** can be made by eligible bidders/ contractors online directly through **Debit Cards & Internet Banking Accounts**.

Note: Any document uploaded as per (i), (ii) and (iii) above at later stage/ after auction found to be wrong/ false shall invite revocation /cancellation of bid and forfeiture of amount deposited at the time of auction apart from debarring the bidder from participation in any subsequent bids for a period of 5 years.

- 1. In case of any query regarding process of **e-Auction and for undertaking training purpose**, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-chandigarh@nextenders.com for on-time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note:-

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working days.

Schedule for Training:

Office Address for Training Workshop on 1st, 2nd Wednesday, Timing (from 3.30 PM upto 5.00PM) of each month.		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact No.+91-9310335475	Nextenders (India) Pvt. Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, Hisar Contact No.:+91-9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 For Support- 1800-180-2097, 0172-2582008-2009

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For Support Call – 1800-180-2097

Help Desk contact details for Saturday and Sunday are as here-under for escalation level-1	
Mr. Lalit Saini- +91-9034357793 Email- chandigarh@nextenders.com Timing- 9.00 AM to 5.00 PM	Mr. Tinku Singh- +91-9034357793 Email- chandigarh@nextenders.com Timing- 9.00 AM to 5.00 PM

M/s Next Nextenders (India) Pvt. Ltd Office will remain closed on Saturday, Sunday and National Holidays

- Any bidder interested to participate in the auction can submit his/her bid/s from date **04.01.2018 09:00 AM to 05.01.2018 till 12:00 Noon**.
- However, in case any bid in respect of any mine/ block is received 10 minutes prior to time fixed for closure for the bids i.e. bid received between **11:50 AM to 12 noon**, then the time for closure of the auction would be extended automatically by 10 minutes, so that equal opportunity is made available to the persons participating in the bidding process. Such extensions of ten minutes will continue till bids are received within next 10 minutes of last bid for any of the mine, otherwise the same would get concluded.
- In case, the bidding would continue during such extensions of 10-10 minutes, the bidding process will finally conclude at **04:00 pm** and no further extension would be given thereafter.
- The minimum bid incremental value during the initial time provided (i.e. **04.01.2018 from 9:00 AM to 05.01.2018 upto 12:00 Noon**) will be multiple of Rs. 50,000 (Fifty Thousand). However, the increment during extended period (**05.01.2018 from 12:00 Noon to 04:00 PM**) will be multiple of 100000 (one lakh) instead of 50,000 (Fifty Thousand).

The details of the areas of the Mines along with reserve price and period of mining leases which are to be granted on leases and other terms and conditions of the auction are given below:

Sr. No.	Name of the Mining Lease	Name of village	Khasra No. of mining lease area	Tentative Area in hectare	Reserve Price (Rs. in crore) per annum	Period of lease (in years)
District Bhiwani						
1.	Dadam	Dadam	132 min	48.87	92.00	10

The terms and conditions of the Auction:

- The period of lease shall commence w.e.f. the date of grant of environmental clearance by competent authority as required under EIA notification dated 14.09.2006 and as amended from time to time by the MoEF, GoI or on expiry of a period of 12 months from the date of acceptance of highest bid/issuance of "Letter of Intent", (LoI) whichever is earlier;
- Any site/lease area can be withdrawn from the Auction without assigning any reason;
- Due care had been taken in specifying the details of the areas of the mining lease. However, in case of any inadvertent clerical mistake, the same shall be got rectified/corrected even after the auction but before execution of lease deed;
- The lease areas are **Tentative** and are being notified on 'as is where is basis' and all prospective bidders are expected and presumed to have surveyed the areas to make their own assessment for the potential of the areas for which bids are to be offered. The State government shall not be responsible for any kind of loss in land / area or any other loss to the bidders/lessees at any point of time (before or after grant of lease) on account of reduction of land/ area or otherwise. Further, the bidders are also expected to have gone through the terms and conditions of auction notice and also the applicable Acts and Rules for undertaking mining;
- No request regarding reduction in bid amount on account of reduction in land/area of the Mining lease, on any account including that of change in description of khasra numbers / location etc. at any stage will be entertained on any ground. This shall also include any loss/reduction of area for actual mining for want of compliance of applicable laws/restrictions for mining or part of the leased area had already been operated in the past. Needless to state that this also includes the changes, if any, as per condition no. (3) and the prospective bidder shall give their bids taking account of all such eventualities;

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6. No person shall be eligible to participate in the Auction, who or any of his family members is a defaulter of any mining dues in respect of any mineral concession granted in the past or any other current mineral concession. In case any of the partners of a Partnership Firm or a Director of a company participating in the auction process or any of their family members are found to be defaulter, the bidder firm/company would be held ineligible;

Further, any person firm or company as the case may be who had been specifically debarred to participate in the auction would not be eligible to participate in the auction.
7. In case any bidder participated in the auction is found to be in arrears at any stage, his bid shall be revoked / cancelled with forfeiture of the amount deposited by him;
8. All intended participant can view the highest quoted bid during online bidding process. The highest bidder will be informed for confirmation of the same through e-mail and SMS alert at his online registered email and Mobile Number respectively;
9. The highest bid received shall become the 'annual dead rent' amount payable by the bidder/lessee. The amount of annual dead rent initially determined on the basis of competitive bids/auctions shall be increased by 25% on completion of each block of three years;

Explanation: If the initially determined annually bid/lease Rs. 100/-, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.
10. The highest bidder would be informed about the same- confirmation that he being declared as **highest bidder**- as per which he shall be liable to deposit **25%** of the annual bid/dead rent as "**security**" and **one month's advance dead rent**. The above said amount shall be deposited as per following schedule:
 - (a) an amount equal to 10% of the annual dead rent/ highest bid, after adjusting the EMD deposited for said mine, as 'initial bid security' **within 24 hours** of conclusion of bidding process. The payment has to be made through RTGS/NEFT by secured online payment gateway;
 - (b) balance amount of bid security *i.e.* 15% of the annual dead rent along with one month's advance dead rent before commencement of the mining operation or before expiry of the period of 12 months, whichever is earlier;
11. In case the highest bidder fails to deposit 10% of the annual dead rent/bid amount online towards the "Initial bid Security" within time given in condition no. 10(a) above for the same the earnest money deposited shall stand forfeited. Further such bidder(s) shall not be eligible to participate in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
12. **The bids offered/ received during the e-auction process shall be** provisionally accepted and the Director shall obtain the orders of Government thereon. No bid shall be regarded as successful bid unless accepted by the Government.
13. **After deposit of 10% of the bid amount (as initial bid security) after the conclusion of auction by the highest bidder(s), No request from the highest bidder(s) regarding revocation or the withdrawal of the highest bid shall be considered. In case, any such request is made, the same shall be followed by the Penal action i.e. 10% amount** deposited towards initial bid security shall stand forfeited and un-paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder(s) shall debarred from participation in any future auctions/ Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
14. The earnest money deposited by the bidders other than highest bidders shall be refunded upon completion of the auction proceedings;
15. After the acceptance of highest bid by the State Government and on issuance of Letter of Intent, the Lol holder shall execute a lease deed in Form ML-I appended to the 'Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012' within a period of 90 days of the order of grant of Lol;
16. In case of failure to execute the lease deed, after issuance of acceptance of bid/Lol within prescribed period, the acceptance/Lol shall be deemed to have been revoked and 10% amount deposited towards initial bid security shall stand forfeited and un- paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall debarred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;

17. After execution of lease deed, either before commencement of the mining operation or before expiry of the period of 12 months from the date of issuance of LoI, whichever is earlier, in case of failure to deposit the balance 15% amount towards security (as required under clause 10(b) above) the acceptance of bid/issuance of LoI/execution of lease deed shall be deemed to have been revoked and 10% amount deposited towards as initial bid security after the conclusion of auction shall stand forfeited. Further un paid 15% amount towards security shall be recovered as arrears of land revenue and such bidder shall be debarred from participation in any future auctions/Tenders/competitive bidding process in respect of any area for obtaining mineral concession in the State for a period of 5 years;
18. The lessee shall be liable to pay dead rent as determined through open auction or shall pay royalty in respect of each of the minor minerals extracted or removed or consumed by him or his agent, manager, employee etc., whichever is more. The royalty shall be payable at the rates prescribed in First Schedule appended to the State Rules and as may be revised by the State Government from time to time.
19. The lessee shall also deposit/pay an additional amount equal to 10% of the due dead rent alongwith instalments towards the '**Mines and Minerals Development, Restoration and Rehabilitation Fund**';
20. The lessee shall be liable to pay advance Income Tax as per provisions of Section 206 (c) of the Income Tax Act, in addition to the dead rent payable as per term and condition of the lease deed;
21. On enhancement of the annual dead rent with expiry of every three years period, the lessee shall deposit the balance amount of security so as to upscale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to the next block of three years;
22. No interest, whatsoever, shall be payable on the security amount deposited under proper security head of the government;
23. The LoI holder/lessee shall also furnish a solvent surety for a sum equal to the amount of the annual bid for execution of the lease deed. In case the surety offered by the lessee(s) during the subsistence of the lease is not found solvent, the lessee(s) shall offer another solvent surety and a supplementary deed to this effect shall be executed;
24. The mining lessee shall get prepare a Mining Plan along with the Mine Closure Plan (Progressive & Final) from the Recognised Qualified Person as per chapter 10 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012" for mining area granted on lease. The lessee shall not commence mining operations in any area except in accordance with such Mining Plan duly approved by an officer authorized by the Director, Mines & Geology, in this behalf.
Further, the actual mining will be allowed to be commenced only after prior Environmental Clearance is obtained by the LoI holder/lessee for the Mining lease area from Competent Authority as required under notification dated 14.09.2006 issued by the MoEF&CC, GoI or as amended from time to time.
25. The lessee would also be liable to pay following to the land owners;
 - (a) The annual rent in respect of the land area blocked under the concession but not being operated, and
 - (b) The rent plus compensation in respect of the area used for actual mining operations.

The amount of annual rent and the compensation shall be settled mutually between the landowner and the mining lessee. In case of non-settlement of the rent and compensation, the same shall be decided by the District Collector concerned in accordance with the provisions of Chapter 9 of the "Haryana Minor Mineral Concession, Stocking, and Transportation of Minerals and Prevention of Illegal Mining Rules, 2012".
26. The total mineral excavated and stacked by the concession holder within the area granted on mining lease shall not exceed two times of the average monthly production as per approved Mining Plan at any point of time;
27. The Mining lessee shall not stock any mineral outside the concession area granted on mining lease, without obtaining a valid mineral dealer license as per provisions contained in Chapter 14 of the "Haryana Minor Mineral Concession, Stocking, Transportation of Minerals and Prevention of Illegal Mining Rules, 2012";
28. The lessee shall not carry out any mining operations in any reserved/protected forest or any area prohibited by any law in force in India, or prohibited by any authority without obtaining prior permission in writing from such authority or officer authorized in this behalf. In case of refusal of permission by such authority or officer authorized in this behalf, lessee(s) shall not be entitled to claim any relief in payment of dead rent on this account;

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HARYANA GOVT. GAZ. (EXTRA.), DEC. 8, 2017 (AGHN. 16, 1939 SAKA)

29. That no mining operation shall be allowed in the urbansizable zone of area notified by Town and Country Planning Department. Further, in case of the agriculture zone notified by Town and Country Planning Department mining shall be permissible only after obtaining prior permission from the competent authority;
30. A safety margin of two meters (2m) shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf;
31. The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite permission from the competent authority as required for undertaking mining operations under relevant laws;
32. In case any lease holder intends to install stone crusher inside lease hold area, the same can be installed as per sitting parameters of Environment Department
33. The lessee shall be under obligation to carryout mining in accordance with all other provisions applicable as per Mines Act, 1952, Mines and Minerals (Development and Regulation) Act, 1957, Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made there under Wild Life (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981;
34. The agreement executed shall be duly registered under relevant law with concerned Registering Authority and they shall be liable to pay applicable stamp duty and registration fee etc. as per the applicable rates and demanded by the Registering Authority/ Revenue Department;
35. Further information, if any required, can be had on any working day from the office of the Assistant Mining Engineer, Mines & Geology Department, Bhiwani or from the O/o the Director, Mines and Geology, Haryana, 30 Bays Building, Sector-17, Chandigarh.

SANJAY JOON,
Director, Mines & Geology Department, Haryana.

Guideline for Online Payments in e-Auction

Post registration, bidder shall proceed for bidding. Bidder shall proceed to select the e-auction he is interested in. On the respective Department's page in the e-auction portal the Bidder would have following options to make payment for e-Service fee & EMD:

- a. Debit Card
- b. Net Banking
- c. RTGS/NEFT
- d. OTC

Operative Procedures for Bidder Payments**A) Debit Card**

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gate way screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net banking

The procedure for paying through Net banking will be as follows:

- (i) Bidder selects Net banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Net banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank.
- (vi) The Net banking gateway redirects Bidder to the Net banking page of the selected Bank.
- (vii) Bidder enters his account credentials and confirms payment.
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal.
- (x) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment *via* RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- (i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
Beneficiary account No: (unique alphanumeric code for e-tendering) Beneficiary
IFSC Code:
Amount:
Beneficiary bank branch:
Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- (v) The bidder would remit the funds latest by **02.01.2018** in advance and make the payment via OTC to the beneficiary account number as mentioned in the challan.
- (vi) Post making the payment, the bidder would login to the e-Auction portal and go to the payment page. On clicking the RTGS/NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net Banking Banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Indusind Bank
22. ING Vysya Bank
23. J and K Bank
24. Karnataka Bank

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25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank

D) OTC

The bidder shall have the option to make the EMD payment *via* OTC. Using this module, bidder would be able to pay from their existing ICICI Bank account through CASH/DD/ICICI BANK CHEQUE.

- (i) Bidder shall log into the client e-procurement portal using user ID and password as per existing process and selects the OTC payment option.
- (ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that are required by the bidder to make OTC payment.
- (iii) Each challan shall therefore include the following details that will be pre-populated:
Beneficiary account no: (unique alphanumeric code for e-tendering) Beneficiary
IFSC Code: Amount:
Beneficiary bank branch: Beneficiary name:
- (iv) The Bidder shall be required to take a print of this challan and make the OTC on the basis of the details printed on the challan.
- (v) The bidder would remit the funds latest by **02.01.2018** in advance and make the payment *via* OTC to the beneficiary account number as mentioned in the challan.

For making payment through Demand Draft against the online Challan generated for OTC:

If the amount is more than 50,000 (Fifty Thousand) then the intended bidders are required to provide ICICI Bank cheque or draw demand draft in favour of below furnished details:-

Sr No.	Account Name/ title	Account No.
1	GOH E- PROC EMD ESCROW A/C DSND - MINGEO	001305010048

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Instructions for Intending Bidders to participate in Auction

How to Participate:

Part A

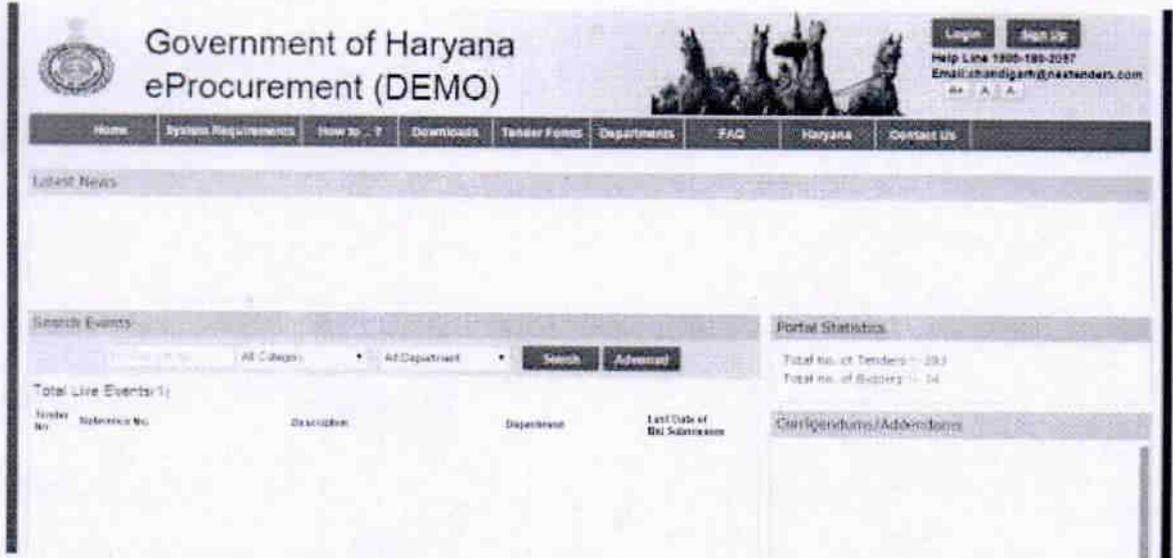
E-Auction Portal Signup & Bidding Process

Web portal for e-Auction of Haryana Single e-Procurement portal at <https://haryanaeprocurement.gov.in>

1. **Signup:** Bidder must required to create a login ID and password on the e-Procurement Portal by providing the basic information. Signup on the portal is free. Bidder has to create the login account for participating online into e-auction.

After filling up all the required details carefully, bidder has to click on submit button in order to complete the Sign-up process.

On completion of the Sign-up process, bidder will receive a registration activation mail on the registered email ID.

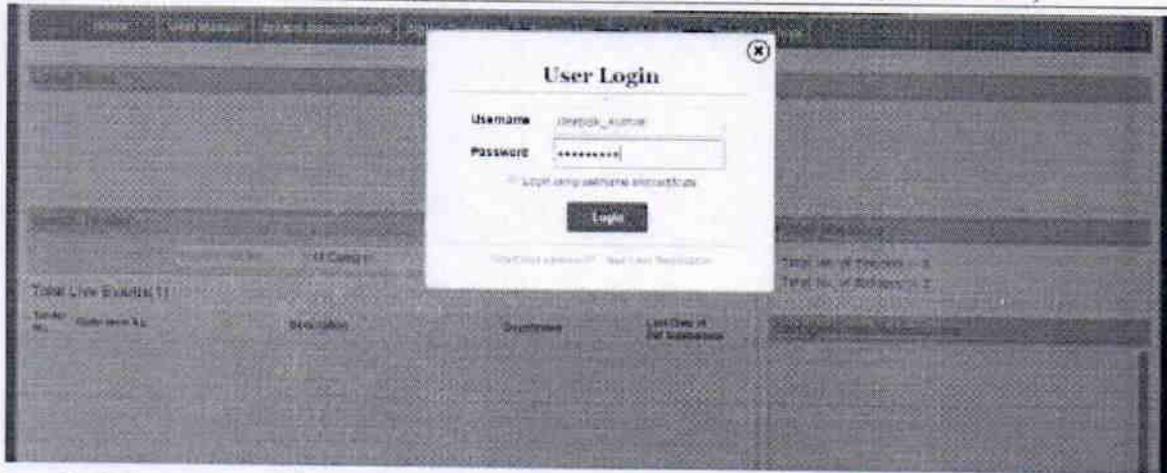


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Contractor Registration Form

First Name *	Kamrajyest
Last Name *	Singh
Company Name *	Sex
Username *	jes76k0w0
Password *	*****
Confirm Password *	*****
Security Question *	Cap
Security Answer *	Shardh
Discipline *	Auction
Email *	jes76k0w0@gmail.com
Secondary Email	Arshad@jessingh@hotmail.in
VIN *	CD0850707E E.g. HRCFE1234
Telephone *	01722562009
Fax	01722562009
Mobile	9592259876
City	Panchkula

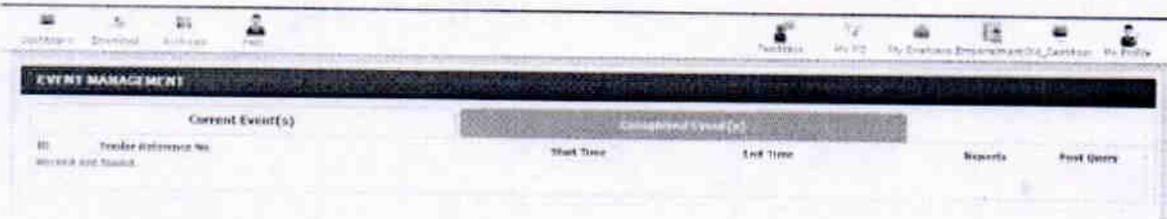
State	Haryana
Country	India
Vendor Category *	<div style="border: 1px solid black; padding: 2px;"><p>NSIC</p><p>- Select Vendor Category -</p><p>NSIC</p><p>SSI</p><p>DPEN</p><p>END Exempted</p><p>Partial END Exempted</p></div>
Company Office Address *	SCO No. 9, Sector 16, 2nd Floor
Register for Portals *	<div style="border: 1px solid black; padding: 5px;"><p><input type="checkbox"/> Select All</p><p><input checked="" type="checkbox"/> HSRDC</p><p><input type="checkbox"/> HVPNL</p><p><input type="checkbox"/> HSRDC</p><p><input type="checkbox"/> DAKSHIN HARYANA BILU YITRAN NSAM LIMITED</p><p><input type="checkbox"/> UTTAR HARYANA BILU YITRAN NSAM LIMITED</p><p><input type="checkbox"/> POWER GENERATION CORPORATION LIMITED</p><p><input type="checkbox"/> ROADWAYS ENGINEERING CORPORATION</p><p><input type="checkbox"/> HARYANA TRANSPORT DEPARTMENT</p><p><input type="checkbox"/> DSMD</p></div>
	<p>Drag to order</p> <div style="display: flex; gap: 5px;">123456</div> <div style="display: flex; gap: 10px;">CancelNext</div>



4. **Dashboard:** After successful login, bidder will be redirected to the dashboard. Dashboard is divided into 2 Sections.

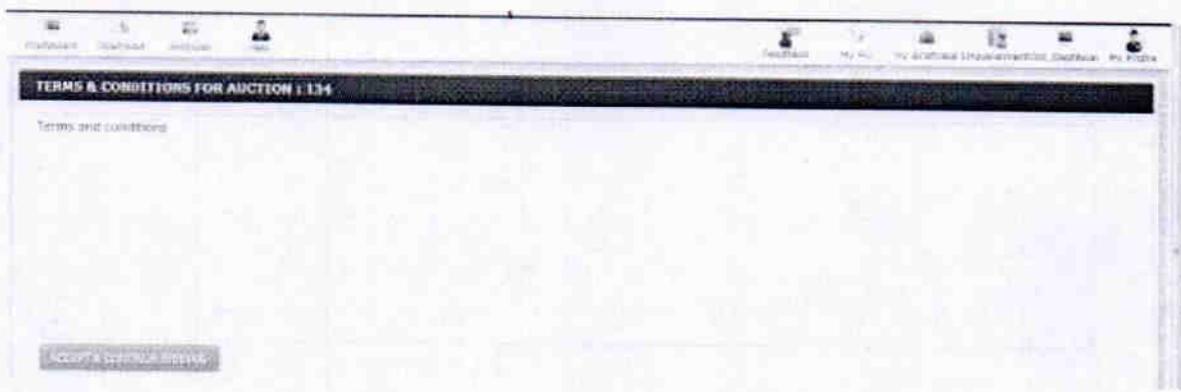
- a. **Current Events:** Current events will display the live auctions. Bidder can be able to participate in any of the live auction as per the scheduled date and time.
- b. **Completed Events:** Once the auction will be concluded, it will shown in this section Current event tab. Bidder can check for the reports in this section after the auction will be concluded.

Bidder has to click on "Bid Here" link in order to bid on the auction he/she wish to participate.



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5. **Acceptance of terms and conditions:** Bidder has to read carefully & accept the auction terms and conditions before bidding online on the e-Auction portal. And the bidder will be redirected to the e- Payment page.

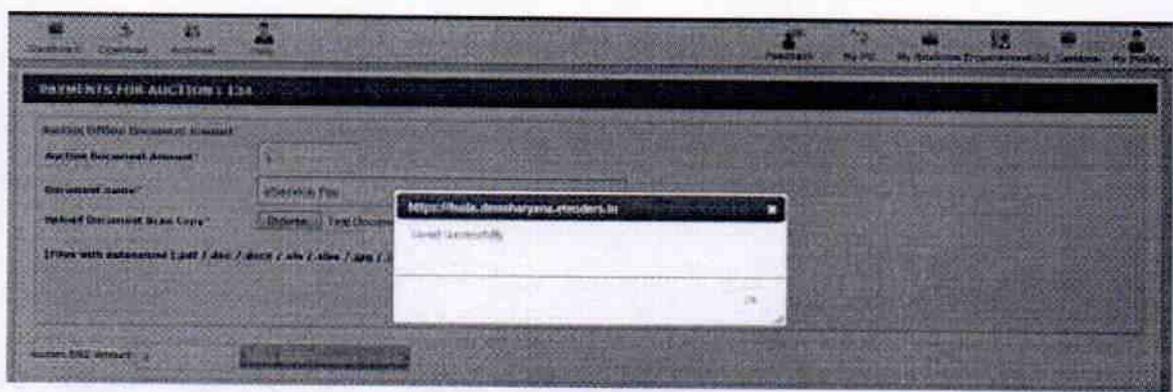


6. **Online payment for eService and EMD/ Registration fee:** Bidder is mandatorily required to pay eService fee of Rs. 1000/- using the online payment gateway through their Debit Card/Internet Banking.

For EMD/Registration fee payment bidders can have the option to make online payment of the amount through Debit Card/Internet Banking/RTGS/NEFT/OTC.

To make payment through RTGS/NEFT/OTC a pre-filled Challan shall be generated at the e-Auction portal for EMD/Registration fee payment. And remit the funds at least T+1 working day in advance to the closing date of e-Bidding.

So therefore all the intending bidders are require submitting of their EMD / Registration fee amount well in advance keeping in view the closing date & time of the e-Auction event / Online Registration.



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Part B**Closing**

The auction remains live till the closing date and time as defined in the bid document. Bidders can see the closing date and time by accessing the auction document and even on the e-Auction portal. However, the time of e-Auction will automatically be extended if the bidder tries to bid in the last 10 minutes before the closing time of the auction for the next 10 minutes. However, the increment during extended period will be multiple of 100000 (one lakh) instead of 50,000 (fifty thousand).

E-Payment for Bid Security Amount by the H1 Bidder:

The highest bidder has to initiate online payment towards 'Initial Bid Security' under the stipulated time frame as referred in the event Document. The payment has to be made through RTGS/NEFT directly to the escrow account of the department.

Account Name/ title = GOH E- PROC EMD ESCROW Account A/C DSND - MINGEO

Account No. = 001305010048

IFSC = ICIC0000013

Note.— These account details are valid only for the deposit of "initial bid security" amount.

55854—C.S. —H.G.P., Chd.

// TRUE COPY //

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ANNEXURE R-23

SHARAD CHOUDHARY
Advocate
Punjab & Haryana High Court
Chandigarh

#196, Sector-2,
Panchkula- 134109
HARYANA
Mob: 09988199770

Dated: 04.03.2018

Registered A/D

1. The Chief Secretary
Government of Haryana
4th Floor, Civil Secretariat, Sector-1, Chandigarh
2. The Principal Secretary
Department of Mines and Geology
Government of Haryana
1st Floor, 30-Bays Building, Sector-17,
Chandigarh-160017
3. The Director
Department of Mines and Geology
Government of Haryana
1st Floor, 30-Bays Building, Sector-17,
Chandigarh-160017
4. The State Mining Engineer
Room No.9, 1st Floor, 30-Bays Building, Sector-17
Sector-17, Chandigarh-160017

SUBJECT: Regarding the unnecessary delay in granting the letter of Intent in regards with the successful bid of the Dadam Mining Zone.

Sir,

Under the instructions and on behalf of my client Mr. Surender Malik, resident of Hansi, Distt. Hisar, I hereby serve upon you with the following notice:-

1. That my client Mr. Surender Malik, resident of Hansi, Distt. Hisar is one of the active partners in the Firm Goverdhan Mines.

2. That Goverdhan Mines is the firm which had successfully bid an amount of Rs.92.12 Crores per annum for the Dadam Mining Zone situated in the District Bhiwani, in the E-Auction which was conducted on 04.01.2018 to 05.01.2018 by the Government of Haryana.
3. That it is of utmost importance to put forth here that the general practice of the Government is to hand over the Letter of Intent to the successful bidder within a stipulated time of 5-6 days from the date of auction but, my client and his firm have not been issued the Letter of Intent till date which is a matter of grave concern as it is directly caused the loss of revenue to the tune of Rs.40 Crores (i.e. Rs. 8 Crores per month) and hence, it becomes very important to look into the matter of unnecessary delay in issuance of the Letter of Intent to my client. Also, in my client has already done a number of agreements with firms and contractors for the sale of the raw material as well as for hiring of the requisite machinery for extraction, which is resulting in the loss of money as well as the goodwill for my client due to non-issuance of the Letter of Intent for commencement of the mining operations till date. Hence, my client is entitled to recover these losses from your office as well as the Government.
4. That it is to draw your Kind attention towards the fact that the Dadam Mining Zone is adjacent to the Khanak Mining Zone (both in District Bhiwani) which has been allotted to the Haryana State Industrial and Infrastructure Development Corporation (hereinafter referred to as "HSIIDC") by the Government only for a meager amount of Rs.2.5 Crores per annum although the Area of Khanak

Mining Zone is a vastly spread 248 Hectares as compared to the 48 Hectares of area of the Dadam Mining Zone allotted to my client's firm.

5. That as per the Guidelines laid down by the Department of Mines and Geology — Government of India, the HSIIDC can only extract 2.5 lakhs tonnes of Raw material from the Khanak Mining Zone in a month, which in turn comes to the tune or around 10000 tonnes per day.
6. It is pertinent to mention here that as per the recent survey, a total of 50000 tonnes per day of raw material is being extracted and supplied to the 300 nos. of Stone Crushing Plants based in that area by the HSIIDC from its allotted Khanak Mining Zone against the Limitation of around 10000 tonnes per day (as per the guidelines laid) and consequently, the Government is only paid the royalty of the around 10000 tonnes whereas, the remaining royalty of 40000 tonnes per day is being gazumped by the corrupt officials of the HSIIDC which is resulting in an loss of Rs.18 Lakhs of revenue per day to the Government of Haryana. One of the main reasons for this illegal extraction of raw material is the Non-commencement of Dadam Mining Zone in lieu of the Non-issuance of Letter of Intent to my client's firm by your office.
7. That in view of the above mentioned facts, the following points be considered and addressed at the earliest so that no further loss is faced by the Government as well as my client:
 - a) That Letter of intent for commencement of Mining operations be issued to my client at the earliest by the Government.

- b) That a proper enquiry be conducted in the matter to seek out the reasons as to how the demand of these above mentioned 300 nos. of stone crushing plants is fulfilled and to why the unauthorised extraction of raw material to the tune of around 50000 tonnes is done per day.
- c) That further the loss of Revenue being suffered by the Government be ascertained and the officials found to be guilty in doing so, be reprimanded at the earliest and subsequently, responsibility be fixed against the people found responsible for causing the loss.
- d) That my client has already done a number of agreements with firms and contractors for the sale of the raw material as well as for hiring of the requisite machinery for extraction, which is resulting in the loss of money as well as the goodwill for my client due to non-issuance of the Letter of Intent for commencement of the mining operations till date. Hence, my client is entitled to recover these losses from your office as well as the Government.
- e) That my client had already made several written representations on behalf of his firm before the various authorities and officers of the State Government. Also, a formal Legal Notice dated 04.03.2018 was also sent by my office on behalf of my client in this regard to the state government, to which no reply has been given till date.

That in view of the facts and circumstances narrated above, it is very much clear that the due to the unexplained reasons

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the Letter of Intent for commencement of mining operations in favour of my client's firm has been withheld by the Government. Also, the Non-Issuance of Letter of Intent in order to fulfill the motives of certain officials has resulted in the violation of guidelines as well as the Government has also been duped of the Revenue, it is entitled to.

Therefore, I hereby call upon you with the following notice to look into the matter at the earliest as a grave and irreparable loss is being caused to my client as well as the Government. If no consideration and action is taken against the officials involved in a time of 15 days from the date of receipt of this notice as well, my client shall be compelled to initiate legal proceedings against your office in the competent court of law and you shall be liable pay all the costs and expenses incurred by client in this litigation.

Note: A copy of this Legal Notice is kept in my office for further Proceedings.

Dated: 04.03.2018

SHARAD CHOUDHARY
ADVOCATE
PUNJAB & HARYANA HIGH COURT
CHANDIGARH
For
SH. SURENDER MALIK
C/O GOVERDHAN MINES

//TRUE TYPED COPY//

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ANNEXURE R-24

SHARAD CHOUDHARY
Advocate
Punjab & Haryana High Court
Chandigarh

#196, Sector-2,
Panchkula- 134109
HARYANA
Mob: 09988199770

Dated: 10.06.2018

Registered A/D

1. The Chief Secretary
Government of Haryana
4th Floor, Civil Secretariat, Sector-1, Chandigarh
2. The Principal Secretary
Department of Mines and Geology
Government of Haryana
1st Floor, 30-Bays Building, Sector-17,
Chandigarh-160017
3. The Director
Department of Mines and Geology
Government of Haryana
1st Floor, 30-Bays Building, Sector-17,
Chandigarh-160017
4. The State Mining Engineer
Room No.9, 1st Floor, 30-Bays Building, Sector-17
Sector-17, Chandigarh-160017

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1. That my client Mr. Surender Malik, resident of Hansi, Distt. Hisar is one of the active partners in the Firm Goverdhan Mines.

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2. That Goverdhan Mines is the firm which had successfully bid an amount of Rs.92.12 Crores per annum for the Dadam Mining Zone situated in the District Bhiwani, in the E-Auction which was conducted on 04.01.2018 to 05.01.2018 by the Government of Haryana.
3. That it is of utmost importance to put forth here that the general practice of the Government is to hand over the Letter of intent to the successful bidder within a stipulated time of 5-6 days from the date of auction but, my client and his firm have not been issued the Letter of Intent till date which is a matter of grave concern as it is directly caused the loss of revenue to the tune of Rs. 40 Crores (i.e. Rs.8 Crores per month) and hence, it becomes very important to look into the matter of unnecessary delay in issuance of the Letter of intent to my client. Also, in my client has already done a number of agreements with firms and contractors for the sale of the raw material as well as for hiring of the requisite machinery for extraction, which is resulting in the loss of money as well as the goodwill for my client due to non-issuance of the Letter of Intent for commencement of the mining operations till date. Hence, my client is entitled to recover these losses from your office as well as the Government.
4. That it is to draw your kind attention towards the fact that the Dadam Mining zone is adjacent to the Khanak Mining Zone (both in District Bhiwani) which has been allotted to the Haryana State Industrial and Infrastructure Development Corporation (hereinafter referred to as "HSIIDC") by the Government only for a meager amount of Rs. 2.5 Crores per annum although the Area of Khanak

Mining Zone is a vastly spread 248 Hectares as compared to the 48 Hectares of area of the Dadam Mining Zone allotted to my client's firm.

5. That as per the Guidelines laid down by the Department of Mines and Geology — Government of India, the HSIIDC can only extract 2.5 lakhs tonnes of Raw material from the Khanak Mining Zone in a month, which in turn comes to the tune of around 10000 tonnes per day.
6. It is pertinent to mention here that as per the recent survey, a total of 50000 tonnes per day of raw material is being extracted and supplied to the 300 nos. of Stone Crushing Plants based in that area by the HSIIDC from its allotted Khanak Mining Zone against the Limitation of around 10000 tonnes per day (as per the guidelines laid) and consequently, the Government is only paid the royalty of the around 10000 tonnes whereas, the remaining royalty of 40000 tonnes per day is being gazumped by the corrupt officials of the HSIIDC which is resulting in an loss of Rs. 18 Lakhs of revenue per day to the Government of Haryana. One of the main reasons for this illegal extraction of raw material is the Non-commencement of Dadam Mining Zone in lieu of the Non-issuance of Letter of Intent to my client's firm by your office.
7. That in view of the above mentioned facts, the following points be considered and addressed at the earliest so that no further loss is faced by the Government as well as my client:
 - a) That Letter of intent for commencement of Mining operations be issued to my client at the earliest by the Government.

- b) That a proper enquiry be conducted in the matter to seek out the reasons as to how the demand of these above mentioned 300 nos. of stone crushing plants is fulfilled and to why the unauthorised extraction of raw material to the tune of around 50000 tonnes is done per day.
- c) That further the loss of Revenue being suffered by the Government be ascertained and the officials found to be guilty in doing so, be reprimanded at the earliest and subsequently, responsibility be fixed against the people food responsible for causing the loss.
- d) That my client has already done a number of agreements with firms and contractors for the sale of the raw material as well as for hiring of the requisite machinery for extraction, which is resulting in the loss of money as well as the goodwill for my client due to non-issuance of the Letter of Intent for commencement of the mining operations till date. Hence, my client is entitled to recover these losses from your office as well as the Government.
- e) That my client had already made several written representations on behalf of his firm before the various authorities and officers of the State Government. Also, a formal Legal Notice dated 04.03.2018 was also sent by my office on behalf of my client in this regard to the state government, to which no reply has been given till date.

That in view of the facts and circumstances narrated above, it is very much clear that the due to the unexplained reasons

274

the Letter of Intent for commencement of mining operations in favour of my client's firm has been withheld by the Government. Also, the Non-Issuance of Letter of Intent in order to fulfill the motives of certain officials has resulted in the violation of guidelines as well as the Government has also been duped of the Revenue, it is entitled to.

Therefore, I hereby call upon you with the following notice to look into the matter at the earliest as a grave and irreparable loss is being caused to my client as well as the Government. If no consideration and action is taken against the officials involved in a time of 15 days from the date of receipt of this notice as well, my client shall be compelled to initiate legal proceedings against your office in the competent court of law and you shall be liable pay all the costs and expenses incurred by client in this litigation.

Note: A copy of this Legal Notice is kept in my office for further Proceedings.

Dated: 10.06.2018

SHARAD CHOUDHARY
ADVOCATE
PUNJAB & HARYANA HIGH COURT
CHANDIGARH
For
SH. SURENDER MALIK
C/O GOVERDHAN MINES

//TRUE TYPED COPY//

CWP-17829-2018

M/s Goverdhan Mines & Minerals v. State of Haryana and others

Present: Mr. Girish Agnihotri, Sr. Advocate with
Mr. Sachin Dhull, Advocate
for the petitioner.

...

The petitioner states that he was a highest bidder in an open auction held on 04/05.01.2018 having bid an amount of Rs.92,12,00,000/-, out of which as per requirement he deposited Rs.9,21,20,000/- on the same day. Despite this the Letter of Intent has not been issued to the petitioner and as a consequence he has been deprived of his right to mine the area for which he had offered the highest bid and was accepted by the respondents. Learned counsel also contends that similarly situated persons who had bid for other mines were granted the Letters of Intent within two weeks but the petitioner has been made to suffer for no ostensible reason even though he had deposited the requisite amount on the very same day. It is further contended that he is not being permitted to operate the mines and the amount of Rs.9,21,20,000/- has also been retained by the respondents.

Notice of motion for 26.07.2018.

At this stage, Ms. Kirti Singh, Deputy Advocate General, Haryana, who is present in Court, accepts notice on behalf of the respondents.

(MAHESH GROVER)
JUDGE

25.07.2018
dss

(MAHABIR SINGH SINDHU)
JUDGE

// TRUE COPY //

From

The Director,
Mines and Geology Department,
30-Bays Building, Sector 17-C, Chandigarh

To

M/s Govardhan Mines and Minerals
House No. 51 Urban estate-2 Hisar
Through Sh. Surender Malik Advocate Colony
Railway Road, Hansi District Hisar.

Memo No. DMG/HY/E-auction/stone/2016/3697

Dated Chandigarh, the 25.07.2018

Sub: Refusal of the bid of Rs. 92.12 crore per annum offered by
M/s Govardhan Mines and Minerals in the e-auction held
on 4-56 January 2018-regarding

On the subject noted above

2. The minor mineral mine over an area of 48.87 hectares in village Dadam Tehsil Tosham, District Bhiwani was notified on 08.12.2017 for a period of 10 years through e-auction to be held on 04.05.2018. You M/s Govardhan Mines and Minerals offered bid of Rs. 92.12 crore per annum against the reserve price of Rs. 92 crore per annum in order to obtain the Mining Lease and also deposited Rs.9,21,20,000/- i.e. 10% of the bid amount as "initial bid security".
3. You are aware that as per condition no. 12 of the auction notice no bid shall be regarded as successful bid unless accepted by the government. In the present case, before final decision could be taken/communicated, the Managing Director, HSIIDC a State Government Public Sector undertaking submitted a request for granting the mining lease of Dadam to the HSIIDC to ensure systematic and scientific operations, conservation of minor minerals,

availability of construction material at reasonable rates to consumers both in public and private sectors and to ensure proper market intervention to defeat any monopoly by the private lessees.

4. It would be worth informing that the HSIIDC is already operating one stone mine in village Khanak situated adjoining Dadam stone min. In the light of above and larger public interest, it has been decided by the State Government that the stone mine of Village Dadam Tehsil Tosham District Bhiwani shall be granted on Mining lease to HSIIDC in relaxation of Rule 118 of the state Rules, 2012.
5. In the light of above stated facts, the bid of Rs. 92.12 crore offered by you i.e. M/s Govardhan Mines and Minerals, in the auction held on 4-5th January 2018 is being refused as the mine has been decided to be operated through state PSU in public interest. It is further informed that the amount of Rs. 9,21,20,000/- deposited by you towards initial bid security at the time of auction is to be refunded immediately. In addition, in view that much time has passed, you would also be paid interest at the rate of 6% per annum or as per FD's instructions/Concurrence, whichever is higher, for the period from the date of deposit to the date of refund, as compensation.

You are requested to please give your Bank Details i.e. Name of Bank & Account Holder, Bank Account No., IFSC Code, PAN No. etc.

Mining Officer
For Director Mines and Geology
Haryana, Chandigarh

//TRUE TYPED COPY//

CWP No.18712 of 2018 (O&M) -1-

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No.18712 of 2018 (O&M)

Date of Decision : 14.08.2018

M/s Goverdhan Mines & Minerals

....Petitioner

Versus

State of Haryana and others

....Respondents

CORAM : HON'BLE MR.JUSTICE MAHESH GROVER
HON'BLE MR.JUSTICE MAHABIR SINGH SINDHUPresent: Mr.Girish Agnihotri, Sr. Advocate with
Mr.Vijay Pal, Advocate and
Mr.Ishaan Bhardwaj, Advocate
for the petitioner.

Mr. Lokesh Sinhal, Addl.AG, Haryana.

Mr.Vikas Behl, Sr.Advocate with
Mr.Nikhil Sabharwal, Advocate
for respondent No.5.

....

MAHESH GROVER, J. (Oral)**CM-11639-CWP-2018**

C.M.is allowed. Written statement accompanied by Annexures

R-5/1 to R-5/7 filed on behalf of respondent No.5 is taken on record.

CWP No.18712 of 2018

The petitioner has filed the instant writ petition with a prayer to quash the order dated 25.07.2018 whereby the bid offered by the petitioner for mining has been cancelled and permission refused arbitrarily.

On 24.07.2017, an e-auction notice invited bids for extraction of minor minerals from the mines of Districts Mahendergarh, Biwani and Dadri to be granted through e-auction

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scheduled for consideration on 21.08.2017/22.08.2017. For the mine in question i.e. Dadam in District Bhiwani the reserved price offered was Rs.115.00 crores. The auction fell through as no one responded. Another e-auction notice was put up on 29.08.2017 and for the said mine i.e. Dadam the process was slated for 20.09.2017 till 22.09.2017 with the same reserved price of Rs.115.00 crores. Once again the auction fell through with no prospective bidder coming forward.

On 10.11.2017, the process of e-auction was again set in motion to be conducted on 06.12.2017 and 07.12.2017. The reserved price now was reduced from Rs.115.00 crores to Rs.92.00 crores which was in tune with Rule 51(4) of the Haryana Minor Mineral Concession, Stocking and Transformation of Minerals and Prevention of Illegal Mining Rules, 2012 (in short 'the Rules'). On 08.12.2017, another e-auction notice was put up for the same mine and the process was scheduled for 04.01.2018/05.01.2018 with reserved price of Rs.92.00 crores per annum and a lease period of 10 years.

In response to this last notice with a reserved price of Rs.92.00 crores the petitioner made a bid of Rs.92.12 crores. On 05.01.2018 when the bid closed at 12.00 p.m. the petitioner being the sole bidder was asked to deposit the requisite amount and on the very same day i.e. 05.01.2018 the petitioner deposited Rs.9.20 crores being 10% of the amount and the official respondents in turn responded and while acknowledging the receipt of Rs.9.20 crores deposited by the petitioner advised him to deposit another sum of Rs.1.20 lac, which was done on the very same day at about 3.20 p.m. For the purpose of

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reference, the messages exchanged through e-mail, are extracted herebelow :

"You have quoted an highest bid of Rs.92,12,00,000/- against the reserve price of Rs.92,00,00,000/- for obtaining the mining lease of the Stone mine of "Dadam" in the e-auction held on 04-05.01.2018. The EMD amount of Rs.9,20,00,000/- has been already paid by you. As per the terms and conditions of the e-auction notice dated 08.12.2017, you are required to deposit 10% of the highest bid i.e.Rs.09,21,20,000/-.

Accordingly you are requested to deposit the balance amount of Rs.01,20,000/- as 10% of annual bid security amount in the ESCROW account of the Department.

The account details of the department are as under :-

Account Name/title=GOHE-PROC EMD ESCROW Account A/C DSND - MINGEO

Account No.=001305010048

IFSC=ICIC0000013

Thanks & Regards

Neeraj Kumar
Mining Officer

.....
Govardhan Mines<govardhanmines@gmail.com> Fri, Jan 5, 2018 at 3.20PM

To: Department of Mines and Geology, Haryana" <me.mines-Hry@nic.in>

Cc: praveshsharma2009@gmail.com neeraj.Hry@gmail.com

Dear sir,

As per trailing mail, we have submitted the above said amount i.e.rs.1,20,000/- (One lac twenty thousand only) vise UTR no.-PUNBH18005418974:GOHE PROC EMD Dated-05.1.18 against Balance amount.

Kindly do the needful."

Despite all this the Letter of Intent was not issued to the petitioner for as long as 7 months while the petitioner persisted with representations and legal notices. Finding no response the petitioner was constrained to file CWP-17829-2018, upon which this Court issued notice for 26.07.2018 and while doing so noticed the contention of the petitioner which we extract herebelow :-

"The petitioner states that he was a highest bidder in an open auction

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held on 04/05.01.2018 having bid an amount of Rs.92,12,00,000/-, out of which as per requirement he deposited Rs.9,21,20,000/- on the same day. Despite this the Letter of Intent has not been issued to the petitioner and as a consequence he has been deprived of his right to mine the area for which he had offered the highest bid and was accepted by the respondents. Learned counsel also contends that similarly situated persons who had bid for other mines were granted the Letters of Intent within two weeks but the petitioner has been made to suffer for no ostensible reason even though he had deposited the requisite amount on the very same day. It is further contended that he is not being permitted to operate the mines and the amount of Rs.9,21,20,000/- has also been retained by the respondents.

Notice of motion for 26.07.2018.

At this stage, Ms.Kirti Singh, Deputy Advocate General, Haryana, who is present in Court, accepts notice on behalf of the respondents.”

On the very next day i.e. 26.07.2018 the respondents passed the order impugned in the present writ petition wherein it is stated that although the bid of Rs.92.12 crores was offered by the petitioner in the auction held on 04/05.01.2018 but the permission to operate is being refused as the State has decided to operate it through the PSU in public interest and it was ordered that Rs.9,21,20,000/- deposited by the petitioner as initial bid be refunded immediately along with interest @ 6% per annum or as per FD's instructions/concurrence, whichever is higher, for the period from the date of deposit to the date of refund, as compensation. It was stated in the impugned order that as per condition No.12 of the auction notice, no bid shall be regarded as successful bid unless accepted by the government. In the instant case, before the final decision could be taken/communicated, the Managing Director, HSIIDC, a State

Government Public Sector Undertaking submitted a request for granting the mining lease of Dadam to the HSIIDC to ensure systematic and scientific operations, conservation of minor minerals, availability of construction material at reasonable rates to consumers both in public and private sectors and to ensure proper market intervention to defeat any monopoly by the private lessees. We would extract, for the purpose of reference, the reasoning that has gone into the refusal, as under :-

"3. You are aware that as per condition no.12 of the auction notice no bid shall be regarded as successful bid unless accepted by the government. In the present case, before final decision could be taken/communicated, the Managing Director, HSIIDC a State Government Public Sector undertaking submitted a request for granting the mining lease of Dadam to the HSIIDC to ensure systematic and scientific operations, conservation of minor minerals, availability of construction material at reasonable rates to consumers both in public and private sectors and to ensure proper market intervention to defeat any monopoly by the private lessees."

Clause 12 of e-auction notice, which has been relied upon, is also set out below :

"12. The bids offered/received during the e-auction process shall be provisionally accepted and the Director shall obtain the orders of Government thereon. No bid shall be regarded as successful bid unless accepted by the Government."

It is also important to reproduce Clause 10 of e-auction notice, since the respondents have argued their case on a combined reading of conditions 10 and 12, which read as under :

"10. The highest bidder would be informed about the same confirmation that he being declared as highest bidder- as per which he shall be liable to deposit 25% of the annual bid/dead rent as "security" and one month's

advance dead rent. The above said amount shall be deposited as per following schedule :

- (a) an amount equal to 10% of the annual dead/rent/highest bid, after adjusting the EMD deposited for said mine, as 'initial bid security' within 24 hours of conclusion of bidding process. The payment has to be made through RTGS/NEFT by secured online payment gateway;
- (b) balance amount of bid security i.e.15% of the annual dead rent along with one month's advance dead rent before commencement of the mining operation or before expiry of the period of 12 months, whichever is earlier."

The official respondents have filed their reply and as observed, offered justification with reference to conditions No.10 and 12, extracted above.

The HSIIDC made an application for being impleaded as a party which was allowed and they too have filed the reply wherein it was stated that in the absence of any alleged mala fides by the private respondents to the action of the State, they cannot mount any challenge to the grant of contract to them done in public interest, particularly when the HSIIDC was operating other mines in the same area.

We have heard the learned counsel for the parties.

On facts, there is no dispute of the petitioner being the highest bidder after the State failed in its attempt to attract a prospective bidder at least on four occasions. The petitioner deposited the amount in response to the communication by the Government is also not in dispute. The amount was retained by the State for as long as 6/7 months, is also admitted. The order was passed on 26.07.2018 when the court proposed the intervention after it issued a notice on

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25.07.2018. The justification offered lies in conditions No.10 and 12 and it has vehemently been argued before us that the bid was provisional and it created no right in petitioner's favour. The bid would be regarded successful only if the Government accepted it. The petitioner has with equal vehemence stated that the bid was indeed accepted by the Government which is a fact now being concealed by the government, in order to justify its arbitrary action.

We had summoned the records and have perused the same. We notice from the records that a proper proposal was set up before the Principal Secretary, Department of Mines on 05.01.2018 itself for approval and it is specifically noticed by the Minister concerned "approved as per rules and instructions". This approval was granted after it was approved by the Principal Secretary. When confronted with this situation, learned counsel for the respondents then tried to put forward an argument that this decision was never communicated and that should imply non-acceptance by the Government or at least non-conclusion of the contract.

We do not find this argument to be attractive. The best case set up by the respondents is on insistence of conditions No.10 and 12 to contend the bid being provisional, was to be regarded successful if accepted by the Government. This was complete on the very same day and thus the government has absolutely no justification to withhold communication of this decision from the petitioner for as long as 7 months and in the interregnum clandestinely give the contract to HSIIDC.

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Both, the counsels for the HSIIDC and the State have projected public interest to be the driving force behind the decision of the government but strangely the terms and conditions on which the HSIIDC has been permitted to operate have not been disclosed in the form of any verifiable material that would indicate a more beneficial proposal than the one offered by the petitioner which though accepted, was discarded to award the contract in favour of the HSIIDC without any reasons.

The petitioner in order to reveal the hollowness of the argument brought to our notice that the HSIIDC made an offer in Feb.2018 only to withdraw it, and without there being any further offer by them the contract was still given to it in June 2018.

The State and the HSIIDC then tried to justify the grant with reference to Section 17-A(2) which we set down below for reference :

"17-A. Reservation of area for purposes of conservation.--

(1)

(1-A)

(2) The State Government may, with the approval of the Central Government, reserve any area not already held under any prospecting licence or mining lease, for undertaking prospecting or mining operations through a Government company or corporation owned or controlled by it and where it proposes to do so, it shall, by notification in the Official Gazette, specify the boundaries of such area and the mineral or minerals in respect of which such areas will be reserved."

To a pointed question as to whether this procedure was followed before giving the rights to the HSIIDC, the answer was in the negative. It is not in dispute that even till today the aforesaid

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course has not been adopted assuming the decision was justified. Reliance was placed on a judgment rendered in CWP-26454-2014 to contend that even a post facto approval in terms of Section 17-A(2) would be justified.

The judgment relied upon does not help the cause of the respondents as facts in that case were entirely different. In that case, on the day of auction a decision had already been taken to grant the lease in favour of the HSIIDC without disclosing it to the participants who went ahead with the auction process and were awarded the lease. The court took a view that it would not entitle the bidders in the petition to seek cancellation in favour of HSIIDC and at best they were entitled to rescind the contract and to seek refund of the amount paid thereunder. Even in that case with reference to Section 17-A(2) the court observed that HSIIDC would not commence the mining operations without complying with the provisions of law, namely, obtaining the approval from the central government and issuance of notification in the official gazette. This was primarily on the statement made by the counsel for the State. There is absolutely no observation by the court regarding the stage at which Section 17-A(2) is to be resorted to i.e. whether prior or subsequent to the grant of the contract.

On a careful analysis we are further of the opinion that not only the facts of the case relied upon were irrelevant to the present controversy the State has acted in a deplorable manner. Firstly, it made numerous attempts to attract prospective bidders at a price of

Rs.115.00 crores and when it failed to do so it reduced the price to Rs.92.00 crores and even then it was on second attempt it attracted the prospective bidder i.e. the petitioner. The HSIIDC is obviously in the business of mining as well which we notice not only from the present case but also from the case relied upon by the respondents. If that is so, then when the e-auction notice was set up, it was open to the HSIIDC to participate in the auction as any other prospective bidder and face the market forces. It did not respond at all even though auction notices were put up number of times. Once the petitioner's bid had been accepted, as noticed from the record, on the very same day i.e. 05.01.2018 there was no justification with the State to sit over the matter for as long as 7 months and then clandestinely let the HSIIDC in through the back door without even intimating the petitioner. The action becomes more arbitrary if it is to be seen that HSIIDC once offered itself (though after the bid was offered) in Feb.2018 only to backtrack and resurfaced in June 2018 to walk away with the contract without disclosing how the public interest was served and without intimation to the petitioner, who certainly had an interest in the process.

In commercial matters the State functionaries, which are in the same business as the one for where expressions of interest are invited through auction process necessarily have to compete, which was never done and even if the HSIIDC was to be considered at a subsequent stage, which according to us is not a justifiable course, even then the terms offered by the HSIIDC should at least have been

put to the petitioner in a matter of competitive bidding so as to enable him to either seek exit or offer more than what the Corporation did.

Neither of these courses were adopted by the State and consequently, we are convinced that the action of the State is highly arbitrary and the award of mining lease to the HSIIDC wrapped in mystique which the State can ill afford unless it wants to invite upon itself the charge of absolutely arbitrariness.

In matters of public contract the government has to act fairly and not treat the subject-matter of the contract as a largess to be distributed at its own whims and fancies, which again is impermissible as there has to be a supporting coherent policy even if discretion of the government has to be exercised. Besides, all these actions are subject to judicial review and the courts cannot be seen receding from their duty of exercising their powers to thwart arbitrariness.

In *Ramana Dayaram Shetty v. The International Airport Authority*, (1979) 3 SCR 1014, the Hon'ble Supreme Court held as under :-

“This proposition would hold good in all cases of dealing by the Government with the public, where the interest sought to be protected is a privilege. It must, therefore, be taken to be the law that where the Government is dealing with the public, whether by way of giving jobs or entering into contracts or issuing quotas or licences or granting other forms of largess, the Government cannot act arbitrarily at its sweet will and, like a private individual, deal with any person it pleases, but its action must be in conformity with standard or norms which is not arbitrary, irrational or irrelevant. The

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power or discretion of the Government in the matter of grant of largess including award of jobs, contracts, quotas, licences etc., must be confined and structured by rational, relevant and non-discriminatory standard or norm and if the Government departs from such standard or norm in any particular case or cases, the action of the Government would be liable to be struck down, unless it can be shown by the Government that the departure was not arbitrary, but was based on some valid principle which in itself was not irrational, unreasonable or discriminatory."

In *Kasturi Lal Lakshmi Reddy v. State of Jammu and Kashmir*, (1980) 3 SCR 1338, on the question of the power of the Government in granting largess, it was observed as under :

"The second limitation on the discretion of the Government in grant of largess is in regard to the persons to whom such largess may be granted. It is now well settled as a result of the decision of this Court in *Ramana D. Shelly v. International Airport Authority of India*, (supra) that the Government is not free like an ordinary individual, in selecting the recipients for its largess and it cannot choose to deal with any person it pleases in its absolute and unfettered discretion. The law is now well established that the Government need not deal with anyone, but if it does so, it must do so fairly without discrimination and without unfair procedure. Where the Government is dealing with the public, whether by way of giving jobs or entering into contracts or granting other forms of largess, the Government cannot act arbitrarily at its sweet will and, like a private individual, deal with any person it pleases, but its action must be in conformity with some standard or norm which is not arbitrary, irrational or irrelevant. The governmental action must not be arbitrary or capricious, but must be based on some principle which meets the test of reason and

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relevance. This rule was enunciated by the Court as a rule of administrative law and it was also validated by the Court as an emanation flowing directly from the doctrine of equality embodied in Article 14."

In *Food Corporation of India v. M/s Kamdhenu Cattle Feed Industries*, (1992) 6 JT (SC) 259 the Hon'ble Supreme Court held as under :-

"In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law. A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is 'fair play in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non-arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review.

The mere reasonable or legitimate expectation of a citizen, in such a situation, may not by itself be a distinct enforceable right, but

failure to consider and give due weight to it may render the decision arbitrary, and this is how the requirement of due consideration of a legitimate expectation forms part of the principle of non-arbitrariness, a necessary concomitant of the rule of law. Every legitimate expectation is a relevant factor requiring due consideration in a fair decision-making process. Whether the expectation of the claimant is reasonable or legitimate in the context is a question of fact in each case. Whenever the question arises, it is to be determined not according to the claimant's perception but in larger public interest wherein other more important considerations may outweigh what would otherwise have been the legitimate expectation of the claimant. A bona fide decision of the public authority reached in this manner would satisfy the requirement of non-arbitrariness and withstand judicial scrutiny. The doctrine of legitimate expectation gets assimilated in the rule of law and operates in our legal system in this manner and to this extent."

It has also been held by the Lordships of Hon'ble Supreme Court in *Tata Cellular v. Union of India* 1996 AIR (SC) 11, as under :-

"84. It cannot be denied that the principles of judicial review would apply to the exercise of contractual powers by Government bodies in order to prevent arbitrariness or favoritism. However, it must be clearly stated that there are inherent limitations in exercise of that power of judicial review. Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. The right to refuse the lowest or any other tender is always available to the Government. But, the principles laid down in Article 14 of the Constitution have to be kept in view while accepting or refusing a tender. There can be no question of infringement of

Article 14 if the Government tries to get the best person or the best quotation. The right to choose cannot be considered to be an arbitrary power. Of course, if the said power is exercised for any collateral purpose the exercise of that power will be struck down.

85. Judicial quest in administrative matters has been to find the right balance between the administrative discretion to decide matters whether contractual or political in nature or issues of social policy; thus they are not essentially justiciable and the need to remedy any unfairness. Such an unfairness is set right by judicial review."

In *M/s. Siemens Aktiengesellschaft & S.Ltd. v. DMRC Ltd.*

2014 AIR (SCW) 1249 the Hon'ble Supreme Court observed to the following effect:-

"17. Principles governing judicial review of administrative decisions are now fairly well-settled by a long line of decisions rendered by this Court, since the decision of this Court in *Ramana Dayaram Shetty v. International Airport Authority of India and Ors.* (1979) 3 SCC 489 which is one of the earliest cases in which this Court judicially reviewed the process of allotment of contracts by an instrumentality of the State and declared that such process was amenable to judicial review. Several subsequent decisions followed and applied the law to varied situations but among the latter decisions one that reviewed the law on the subject comprehensively was delivered by this Court in *Tata Cellular's case* (supra) where this Court once again reiterated that judicial review would apply even to exercise of contractual powers by the Government and Government instrumentalities in order to prevent arbitrariness or favouritism. Having said that this Court noted the inherent limitations in the exercise of that power and declared that the State was free to protect its interest as the guardian of its finances. This Court held that there could be no infringement of Article 14 if the

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Government tried to get the best person or the best quotation for the right to choose cannot be considered to be an arbitrary power unless the power is exercised for any collateral purpose. The scope of judicial review, observed this Court, was confined to the following three distinct aspects:-

- (i) Whether there was any illegality in the decision which would imply whether the decision making authority has understood correctly the law that regulates his decision making power and whether it has given effect to it;
- (ii) Whether there was any irrationality in the decision taken by the authority implying thereby whether the decision is so outrageous in its defiance of logic or accepted moral standards that no sensible person who had applied his mind to the question to be decided could have arrived at the same; and
- (iii) Whether there was any procedural impropriety committed by the decision making authority while arriving at the decision.

18. The principles governing judicial review were then formulated in the following words:-

- (i) The modern trend points to judicial restraint in administrative action.
- (ii) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.
- (iii) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.
- (iv) The terms of the invitation to tender cannot be open to

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judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.

(v) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.

(vi) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure."

19-21. xx xx xx xx

22. There is no gainsaying that in any challenge to the award of contract before the High Court and so also before this Court what is to be examined is the legality and regularity of the process leading to award of contract. What the Court has to constantly keep in mind is that it does not sit in appeal over the soundness of the decision. The Court can only examine whether the decision making process was fair, reasonable and transparent. In cases involving award of contracts, the Court ought to exercise judicial restraint where the decision is bona fide with no perceptible injury to public interest."

We, therefore, accept the petition, set aside the impugned order and direct the official respondents to award the mining lease to the petitioner in terms of its approval taken at the highest level i.e. the Principal Secretary as also the Minister concerned. The needful be

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CWP No.18712 of 2018 (O&M)

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done as expeditiously as possible, preferably within a period of four weeks from the date of receipt of certified copy of the order.

No order as to costs.

(MAHESH GROVER)
JUDGE

14.08.2018
dss

(MAHABIR SINGH SINDHU)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No

// TRUE COPY //

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ANNEXURE R-28

Registered/Speed Post

From

The Director,
Mines and Geology, Haryana,
30-Bays, Sector 17, Chandigarh.

To

M/s Govardhan Mines and Minerals,
H. No. 51, Urban Estate-2,
Hisar.

Memo No. DMG/HY/ML/Dadam/2018/5062
Dated Chandigarh, the 11.10.2018.

Subject: Acceptance of the highest bid/lissuance of Letter of Intent (LOI) in respect of minor mineral mines of "Stone alongwith Associated minor minerals" of "Dadam" having tentative area of 48.87 hectares in district Bhiwani, offered in e-auction held on 04.01.2018 & 05.01.2018 and in compliance with orders dated 14.08.2018 of the Hon'ble High Court passed in CWP No. 18712 of 2018- regarding.

Kindly refer to the subject cited above.

You participated in the e-Auction held on 04.01.2018 & 05.01.2018 on the State Government web portal <https://haryanaeprocurement.gov.in> after accepting the terms and conditions of the auction notice bearing No. DMG/HY/e-Auction/Stone/2017/Dadam/7362 dated 08.12.2017 in order to obtain mining lease of minor mineral mine in village "Dadam", District Bhiwani. You offered the highest bid of Rs. 92,12,00,000/-

[Rupees Ninety Two Crores Twelve Lacs only] per annum, against the Reserve Price of Rs. 92,00,00,000/- per annum, for obtaining the Mining Lease of Minor Mineral mine namely "Dadam" for extraction of "Stone alongwith Associated minor minerals" having tentative area of 48.87 hectares falling in khasra nos. 132 min. You also deposited an amount of Rs. 9,21,20,000/- towards initial bid security at the time of auction.

2. However, the bid offered by you was refused by the state government as the same was decided to be granted in public interest to the HS11DC the State PSU. The decision as per above was communicated to you vide this office memo no. DMG/HY/E-auction/stone/:2016/3697 dated 25.07.2018.

3. You challenged the decision dated 25.07.2018 by way of CWP No. 18712 of 2018 filed before the Hon'ble Punjab and Haryana High Court. The Hon'ble High Court vide orders dated 14.08.2018 set aside the orders dated 25.07.2018 and allowed the writ petition filed by you. The state was directed to award the mining lease in your favor as expeditiously as possible.

4. In the light of above orders of the Hon'ble High Court the State Government has decided to award the mining lease by accepting the highest bid of Rs. 92,12,00,000/- [Rupees Ninety Two Cores Twelve Lacs only] per annum, offered by you in the e-Auction held on 4th 5th January, 2018 in respect of minor mineral mine of Village Dadam Tehsil Tosham District Bhiwani having tentative area of 48.87 hectares falling in khasra nos. 132 min for extraction of "Stone along with Associated minor minerals".

5. In the light of above that state government has accepted your bid offered in the auction dated 4-5th January, 2018, as per condition No. 12 of the auction notice dated 08.12.2017 you have become the successful bidder in respect of "Dadam" mine of the District Bhiwani.
6. The State Government having accepted the aforementioned highest bid offered by you, the Department is pleased to issue this Letter of Intent (LOI) in your favour being successful bidder in respect of the Mine/area namely "Dadam" of "Stone along with Associated Minor Minerals" subject to the following terms and conditions:-
- (i) The period of lease shall be 10 years and the same shall commence with effect from the date of grant of environmental clearance by competent authority as required, under EIA notification dated 14.09.2006 and as amended from time to time by the MoEF, Govt or on expiry of a period of 12 months from the date of this communication of acceptance of highest bid/issuance of "Letter of intent", whichever is earlier;
 - (ii) You may note that the area of the mining lease is tentative and was notified on "as is where is" basis (refer condition no. 4 of the notice). In case of any inadvertent mistake, if any, the same would be rectified/ corrected before execution of the lease deed/agreement (refer condition no. 3 of the notice);
 - (iii) No request regarding reduction in bid amount on account of reduction in land/area of the Mining lease, on any account including that of change in description of khasra numbers /

location etc. at any stage will be entertained. This shall also include any loss/reduction of area for actual mining for want of compliance of applicable laws/restrictions for mining or part of the leased area had already been operated in the past. Needless to state that this also includes the changes, if any, as per condition no. (3) of auction notice;

- (iv) The amount of the highest bid i.e. Rs. 92,12,00,000/- [Rupees Ninety Two Crores Twelve Lacs only] per annum shall be the "Annual dead rent" payable by you in the manner prescribed in the lease deed/agreement to be executed on form ML-I appended to the State Rules;
- (v) The above said amount dead rent shall be increased @ 25% on completion of each block of three years. Accordingly, the year wise amount of the annual dead rent/lease money shall be as per details given below:-

Sr. No.	Year of the lease period	Annual Dead Rent (In INR)
1	First year	Rs. 92,12,00,000/-
2	Second year	Rs. 92,12,00,000/-
3	Third year	Rs. 92,12,00,000/-
4	Fourth year	Rs. 115,15,00,000/-
5	Fifth year	Rs. 115,15,00,000/-
6	Sixth year	Rs. 115,15,00,000/-
7	Seventh year	Rs. 143,93,75,000/-
8	Eighth year	Rs. 143,93,75,000/-
9	Ninth year	Rs. 143,93,75,000/-
10	Tenth year	Rs. 179,92,18,750/-

- (vi) As per the terms and conditions of the grant, you are liable to deposit Rs. 23,03,00,000/- i.e. equal of 25% of the annual bid amount as "security deposit" and Rs. 7,67,66,667/- on account of one month's advance dead rent. Out of which you

have already deposited an amount of Rs. 9,21,20,000/- i.e. equal to 10% of the annual bid amount as 'initial bid security' after the conclusion of e-Auction. The balance amount of Rs. 13,81,80,000/- of the bid security i.e. 15% of the annual bid amount alongwith Rs. 7,67,66,667/- on account of one month's advance dead rent shall be deposited before commencement of the mining operations or before expiry of the period of 12 months, whichever is earlier;

- (vii) You shall have to execute Lease Deed in Form ML-1 appended to the Haryana Minor Mineral Concession, Stocking, Transportation of Mineral & Prevention of illegal Mining Rules-2012 (the State Rules 2012) within a period of 90 days from the date of issuance of this communication/grant of LOI;
- (viii) The agreement/lease deed executed shall be duly registered under relevant law with concerned Registering Authority and you shall be liable to pay applicable stamp duty and registration fee etc. as per the applicable rates and as demanded by the Registering Authority/Revenue Department at the time of registration;
- (ix) In case you fail to execute the lease deed within the prescribed period of 90 days, this LoI shall be deemed to have been revoked and the amount of initial bid security deposited at the time of auction shall be forfeited. Further, the balance amount of 15% towards the bid security, amounting to Rs. 13,81,00,000/- being the 15% of the annual bid amount, shall be recovered as arrears of land revenue and, you, as the

LOI holder/defaulters, shall be debarred from participation in any future auctions for a period of 5 years;

- (x) You shall also furnish a solvent surety for a sum equal to the amount of the annual bid for execution of the lease deed/agreement. In case the surety offered by the lessee during the subsistence of the lease is not found solvent, the lessee shall offer another solvent surety and a supplementary deed shall be executed to this effect;
- (xi) After execution of Lease Deed, either before commencement of the mining operation or before expiry of the period of 12 months from the date of issuance of this Lol, whichever is earlier, in case of failure to deposit the balance 15% amount towards security [as required under clause (vi) above] the acceptance of bid/issuance of Lol/execution of agreement shall be deemed to have been revoked and 10% amount posited towards as initial bid security at the time of auction shall stand forfeited. Further, un-paid 15% amount towards security shall be recovered as arrears of land revenue and you shall be debarred from participation in any subsequent bids for a period of 5 years;
- (xii) You shall be liable to deposit the Dead Rent in advance at monthly intervals as per provisions of lease deed/agreement i.e. from the date of commencement of the lease deed;
- (xiii) You shall be liable to pay dead rent as determined through open auction or shall pay royalty in respect of each of the minor minerals extracted or removed or consumed by you or

by your agent, manager, employee etc., whichever is more. The royalty shall be payable at the rates prescribed in the First Schedule appended to the State Rules and as may be revised by the State Government from time to time.

- (xiv) You shall also deposit/pay an additional amount equal to 10% of the due Dead Rent/Royalty, along with along with the monthly installments towards the 'Mines and Minerals Development, Restoration and Rehabilitation Fund'.
- (xv) You shall also be liable to pay advance income tax as per provisions of Section 206(c) of income tax act in addition to contract money, payable as per terms and conditions of the Lease Deed.
- (xvi) On enhancement of the annual dead rent with the expiry of every three years period, you shall deposit the balance amount of security so as to upscale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to the next block of three years. No interest, whatsoever, shall be payable on the security amount deposited under the prescribed security head of the government;
- (xvii) You shall prepare a Mining Plan along with the Mine Closure Plan (Progressive & Final) as per Chapter 10 of the State Rules for the "Mining site" and shall not commence mining operations in any area except in accordance with such Mining Plan duly approved by an officer authorized by the Director, mines & Geology, in this behalf.

(xviii) Further, the actual mining will be allowed to be commenced only after prior Environmental Clearance is obtained by you as the LOI holder/lessee for the mining lease area from the Competent Authority as required under EIA notification dated 14/9/2006 as amended from time to time by the Ministry of Environment, Forest & Climate Change, Govt. of India and guidelines/ circulars issued in this behalf;

(xix) The Mining lessee to whom the mining rights have been granted through this lease would also be liable to pay the following to the landowners for undertaking mining operation:-

(a) Annual rent in respect of the land area blocked under the concession but not being operated, and

(b) Rent plus compensation in respect of the area used for actual mining operations.

(xx) The amount of annual rent and the compensation shall be settled mutually between the land owner and the lessee. In case of non-settlement of the rent and compensation, the same shall be decided by the District Collector concerned in accordance with the provisions contained in Chapter 9 of the State Rules;

(xxi) The total mineral excavated and stacked by the lease holder within the area granted on mining lease shall not exceed two times of the average monthly production as per approved Mining Plan at any point of time;

- (xxii) The lessee shall not stock any mineral outside the concession area granted on mining lease, without obtaining a valid mineral dealer license as per provisions contained in Chapter 14 of the State Rules;
- (xxiii) The lessee shall not carry out any mining operations in any reserved/ protected forest or any area prohibited by any law in force in India, or prohibited by any authority without obtaining prior permission in writing from such authority or officer authorized in this behalf. In case of refusal of permission by such authority or officer authorized in this behalf, lessee(s) shall not be entitled to claim any relief in payment of contract money on this account;
- (xxiv) A safety margin of two meters (2m) shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf;
- (xxv) The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite permission from the competent authority as required for undertaking mining operations under relevant laws;
- (xxvi) The lessee shall be under obligation to carry out mining in accordance with all other provisions as applicable under the Mines Act, 1952, Mines and Minerals (Development and Regulation) Act, 1957, Indian Explosives Act, 1884, Forest (Conservation) Act, 1900 and Environment (Protection) Act,

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1986 and the rules made there under. Wild Life (Protection) Act, 1972, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981.

7. Accordingly, you are advised to submit the Draft Mining Lease Deed/Agreement on Form ML-I (in Five copies), appended to the State Rules, 2012, along with other requisite documents including a solvent surety(s) for a sum equal to the amount of the annual bid for execution of the agreement, within a period of 90 days from the date of issue of this bid acceptance letter and the Lol.

The same is being issued with the approval of competent authority.

Sd/- State Mining Engineer,
For Director, Mines & Geology
Haryana

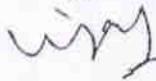
Endst. No. DMG/HY/ML/Dadam/2018/5036 dt. 11.10.2018

A copy is forwarded to the following for information and necessary action.

1. The Chairman Haryana State Pollution Control Board, Sector 6, Panchkula.
2. The Deputy Commissioner, Bhiwani.
3. The Mining Officer, Mines and Geology Department, Bhiwani.

Sd/- State Mining Engineer,
For Director, Mines & Geology
Haryana

True Typed Copy



Advocate

FORM ML-1

{see rule 9(4), 10(10), and 21(1)}

Model form for execution of Mining Lease Deed

This indenture made on this **18th day of February, 2019** between the Governor of Haryana acting through **Shri D.K. Behera, IAS, Director, Mines and Geology, Haryana** (hereinafter referred to as the "State Government") which expression shall where the context so admits, include the successors and assigns) of the one part;

AND

M/s Govardhan Mines and Minerals, House No. 51, Urban Estate-2, Hisar, acting through its authorized signatory of six consenting partners to execute the deed namely **Shri Wazir Singh Kuhar S/o Lachman Singh** resident of **House No. 54, Urban Estate-II, Hisar** of the partners of the firm (hereinafter referred to as the 'Lessee' which expression shall where the context so admits include their respective heirs, executors, administrators, representatives and permitted assigns) of the other part.

Whereas the lessee has offered the highest bid of **Rs. 92,12,00,000/- [Rupees Ninety Two Crores Twelve Lacs only] per annum** in the auction held on **04.01.2018 & 05.01.2018** for obtaining a mining lease of "**Stone along with Associated Minor Minerals**" (name of minor minerals) in respect of the lands hereinafter described in clause 2 and such bid had been accepted by the Government or any officer authorized by it in this behalf and the lessee/ has deposited with the Government, a sum of **Rs. 9,21,20,000/- (Rupees Nine Crores Twenty One Lakh and Twenty Thousand Only)** as initial bid security (10% of the annual bid amount) and (i) Smt. Soma Devi D/o Shri Ami Chand, House No. 60, Sector 15-A, Hisar through her authorized signatory **Shri Wazir Singh Kuhar**, (ii) Shri Subhash Chand S/o Shri Ami Chand, village Dhani Majra, Tehsil & District Fatehabad through his authorized signatory **Shri Wazir Singh Kuhar**, (iii) **Shri Mahinder Rana S/o Shri Sadhu**, House No. 77, Sector 8-A, Karnal, (iv) Smt. Santosh W/o Shri Vijay

Wazir Singh Kuhar
On behalf of Lessee
M/s Govardhan Mines & Minerals

Wazir Singh Kuhar
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to

Director
Mines and Geology, Haryana

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Singh, village Alakhpura, Tehsil Tosham, district Bhiwani through her authorized signatory **Shri Wazir Singh Kuhar**, (v) Shri Naresh Kumar S/o Shri Nihal Singh, village Mohamadpura, Tehsil Rania, District Sirsa through her authorized signatory **Shri Wazir Singh Kuhar**, (vi) Shri Gaurav Chahar S/o Shri Subhash, village Mohamadpura, Tehsil Rania, District Sirsa through her authorized signatory **Shri Wazir Singh Kuhar** (vii) Smt. Sunita W/o Shri Vinod Kumar, village Nigana Khurd, Tehsil Tosham, district Bhiwani through her authorized signatory **Shri Wazir Singh Kuhar**, (viii) Smt. Usha Rani W/o Shri Ram Bilas and Smt. Sita W/o Sh. Ram Kishor, village Nigana Khurd, Tehsil Tosham, district Bhiwani through their authorized signatory **Shri Wazir Singh Kuhar**, (ix) Shri Vineet Phogat S/o Shri Ishwar Singh, House No. 42, Suraj Mal Enclave, Sector-5, HUDA, Hisar through her authorized signatory **Shri Wazir Singh Kuhar**, (x) Smt. Alka Singh W/o Shri Wazir Singh, House No. 54, Urban Estate-II, Hisar through her authorized signatory **Shri Wazir Singh Kuhar**, (xi) **Shri Wazir Singh Kuhar** S/o Shri Lachman Singh, House No. 54, Urban Estate-II, Hisar, (xii) Shri Ajit Singh Malik S/o Shri Nanha Ram Malik, Umra Road, Advocate Colony, Hansi through his authorized signatory **Shri Wazir Singh Kuhar**, (xiii) Shri Surender Singh Malik S/o Shri Ajit Singh Malik, Umra Road, Advocate Colony, Hansi through his authorized signatory **Shri Wazir Singh Kuhar**, (xiv) Shri Sanjay Malik S/o Shri Ajit Singh Malik, Umra Road, Advocate Colony, Hansi through his authorized signatory **Shri Wazir Singh Kuhar**, (xv) Shri Mandeep Singh S/o Shri Anoop Singh Malik, Umra Road, Advocate Colony, Hansi through his authorized signatory **Shri Wazir Singh Kuhar**, (xvi) **Shri Kailash Veer** S/o Shri Hanumant Singh, Umra Road, Advocate Colony, Hansi, (xvii) **Shri Ram Bilas** S/o Shri Rati Ram, Shop No. 103, Anaj Mandi, Hansi, district Hisar through his authorized signatory **Shri Wazir Singh Kuhar**, (xviii) Shri Mohan Lal S/o Shri Kashmiri Lal, Main Road N.H.-10, Opposite Setia Palace, Fatehabad through his authorized signatory **Shri Wazir Singh Kuhar**, (xix) **Shri Sat Pal Singh** S/o Shri Rajinder Kumar, House No. 603 & 604, Santpura Road, Model Town, Yamunanagar, (xx) **Shri Inder Pal Singh** S/o Shri Rajinder Kumar, House No. 603 & 604, Santpura Road, Model Town, Yamunanagar through his authorized signatory **Shri Sat Pal**

Shri Wazir Singh Kuhar
Authorized Signatory
for the purpose of the
Mines & Minerals (Conservation and
Management) Act, 1952

Shri Wazir Singh Kuhar
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (f)

H E G B R E

Director
Mines and Geology, Haryana
Page 2 of 27

Singh, (xxi) M/s A.V. Fine Chemicals Pvt. Ltd., Plot No. 48/1, Industrial Area, Yamunanagar its Director Shri Inder Pal Singh through his authorized signatory **Shri Sat Pal Singh**, (referred to as the 'surety' which expression shall where the context so admits, include his heirs, executors, administrators, representatives) has been offered as solvent surety for the aforesaid one amount equal to one annual dead rent.

Further (a) Smt. Pinki W/o Sh. Virender, Near Post Office Tosham, District Bhiwani through his authorized signatory **Shri Wazir Singh Kuhar**, (b) Smt. Sunita W/o Shri Vinod Kumar, village Nigana Khurd, Tehsil Tosham, district Bhiwani through his authorized signatory **Shri Wazir Singh Kuhar**, (c) Sh. Sushil Kumar S/o Sh. Tandhu Ram resident of Tosham, district Bhiwani through his authorized signatory **Shri Wazir Singh Kuhar**, (d) Smt. Jaidey D/o Sh. Baru Ram, Village Ghiray, Tensil Hansi, Distict Hisar through her authorized signatory **Shri Wazir Singh Kuhar**, (e) Sh. Chander Bhan S/o Sh. Khanshi Ram resident of Ratera, Tehsil Bawani Khera, District Bhiwani through his authorized signatory **Shri Wazir Singh Kuhar**, (f) Smt. Madhu Bala W/o Sh. Chander Bhan resident of Ratera, Tensil Bawani Khera, District Bhiwani through her authorized signatory **Shri Wazir Singh Kuhar**, (g) Smt. Ravita W/o Sh. Satbir Singh resident of Ratera, Tensil Bawani Khera, District Bhiwani through her authorized signatory **Shri Wazir Singh Kuhar**, (h) Sh. Tara Chand S/o Sh. Jodha Ram resident of Ratera, Tensil Bawani Khera, District Bhiwani through his authorized signatory **Shri Wazir Singh Kuhar** and (i) Sh. Ajit Singh Malik S/o Sh. Nanha Ram Malik, Advocate Colony, Umra Road Hansi, District Hisar through his authorized signatory **Shri Wazir Singh Kuhar** (referred to as the 'additional surety' which expression shall where the context so admits, include his heirs, executors, administrators, representatives) has been offered as solvent additional surety for amount equal to 10% of the annual dead rent, and whereas the lessee is in possession of a Income Tax Clearance Certificate.

Liberties and privileges to be exercised and enjoyed by the Lessee(s).

The following liberties, powers and privileges may be exercised and enjoyed by the lessee subject to the other provisions.

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (i)

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (i)

21-5-17

Director
Mines and Geology, Haryana

(1) In consideration of the rents and royalties, covenants and agreements hereinafter contained and on the part of the Lessee to be paid, observed and performed, the Government hereby grants and demises unto the lessee all those mines/beds/veins/seams of **Dadam** (hereinafter referred to as the said minor minerals,) situated, lying and being in or under the lands which are referred to in clause (2) together with the liberties, powers and privileges to be executed or enjoyed in connection herewith which are hereinafter mentioned in Part-I subject to the restrictions and conditions as to exercise and enjoyment of such liberties, powers and privileges which are hereinafter mentioned in Part-II and subject to other provisions of this lease.

(2) The area of the said lands is as follows:

All the tract of land situated at village **Dadam in Tehsil Tosham, District Bhiwani** bearing **Khasra Nos. 132min** containing an area of **48.87 hectares** or thereabouts delineated on the plan hereto annexed and bounded as follows:

- On the North - **Crusher/Agricultural land & Khanak area"**
 - On the South - **Dadam Agricultural land & village"**
 - On the East - **Pinjokera village & Agricultural land"**
 - On the West - **Part of Aravalli Hills"**
- and (hereinafter referred to as the 'said lands' or the 'leased area')

(3) The lessee shall hold the premises hereby granted for a term of **10 (ten) years** w.e.f. **04.12.2018**.

(Signature)
Wazir Singh (Kuhar)
On behalf of
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Mines & Minerals

Part-I

Liberties and privileges to be exercised and enjoyed by the Lessee(s)

The following liberties and privileges may be exercised and enjoyed by the lessee subject to the other provisions.

(Signature)
Wazir Singh (Kuhar)
On behalf of Survey No.
(i), (ii), (iv) to (xviii), (a) to (i)

(Signature)

(Signature)

(Signature)
Director
Mines and Geology, Haryana

1. To enter upon land and search for win, work, etc.

Liberty at all times during the term hereby demised to enter upon the said lands and to search for mineral, bore, dig, drill for win, work, dress, process, convert, carry away and dispose of the said minor mineral(s).

2. To sink, drive and make pit, shafts and inclines, etc.:

Liberty for or in connection with any of the purposes mentioned in this clause to sink, drive, make, maintain and use in the said land and pits, shafts, inclines, drifts, levels, waterways, airways and other works and to use, maintain, deepen or extend any existing works of the like nature in the said lands.

3. To bring and use machinery, equipment:

Liberty for or in connection with any of the purposes mentioned in this clause to erect, construct, maintain and use on or under the said lands any engine, machinery, plan, dressing floors, furnaces, coke ovens, brick kilns, workshop, store houses, bungalows, godowns, shed and other buildings and other works and conveniences of the like nature on or under the said lands.

4. To use water from streams etc:

Liberty for or in connection with any of the purposes mentioned in this clause but subject to the rights of any existing or future lessees and with the written permission of the Collector concerned to appropriate and use water from any streams, water course, springs or other source in or upon the said lands and to divert, step up or dam any such stream or water-course and collect or impound any such water and to make, construct and maintain any water course, cultivated land, village buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs : provided that the lessee shall not interfere with navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.

5. To fell undergrowth and utilise timber and trees etc.:

Liberty for or in connection with any of the purposes mentioned in this lease deed, to clear undergrowth and brush wood. Lessee shall not fell any trees or timber standing or found on the said lands without obtaining prior permission in writing from the collector of the District or the Chief Conservator of Forests in case of Forest areas as the case may be. In case such permission is granted, he shall pay in advance, the price of the trees/timber to be felled to the said Officer at the rates, fixed by him.

Wazir Singh (Kuhar)
Minerals

Kuhar

Kuhar
Wazir Singh (Kuhar)
On behalf of Lessee No.
(i), (ii), (iv) to (xviii), (a) to (f)

31/03/1978

[Signature]
Director
Mines and Geology, Haryana

6. To get building and roads material, etc.:

Liberty for or in connection with any of the purposes, mentioned in this lease deed, to quarry and get stones, gravel and other building and road materials and ordinary clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks, tiles but not to sell any such material, bricks, tiles.

7. To use land for stacking purpose:

Liberty to enter upon and use a sufficient part of the surface of the said lands for the purpose of stocking, storing or depositing therein any produce of the mines including over burden or waste material and works carried on and tools, equipment and other materials needed for mining operations.

8. To install fuel pumps or stations for diesel or petrol for self use:

Liberty to use a sufficient part of the land for installing fuel pumps or stations for diesel or petrol for self use or consumption required for mining operations in the lease area, subject to permission of the competent authority.

9. To construct magazine for explosive and storage sheds:

Liberty to construct magazine for storage of explosive and storage sheds for explosive related substances with permission from licensing authority.

10. Liberty to seek permission for diversion of public roads, overhead electric lines:

Liberty and power to request to the competent authority for diversion of public road over head electric lines passing through the concession area at the expenses of lessee to ensure scientific and systematic mining.

Part-II

Restrictions as to the exercise of the liberties by the lessee

The liberties and privileges granted under Part- I are subject to the following restrictions and subject to other provisions of this lease:

1. No mining operations within the limit of public works, etc:

The lessee shall not carry on, or allow to be carried on any mining operations:-

(Wazir Singh Kubar)
On behalf of
M/s. Goverdhan Mines & Minerals

(Wazir Singh Kubar)
On behalf of
M/s. Goverdhan Mines & Minerals

Handwritten signature

Director
Mines and Geology, Haryana

- (i) within a distance of fifty meters from the outer periphery of the defined limits of any village *abadi*, National Highway, State Highway, Major District Roads (MDR) and other District Roads (ODRs) where such excavation does not require use of explosives, unless specifically relaxed and permitted by the competent authority; or
- (ii) within a distance of 250 meters from the outer periphery of the defined limits of any village *abadi*, National Highway, State Highway, Major District Roads (MDR) and Other District Roads (ODRs) where use of explosives is required, unless specifically relaxed and permitted by the competent authority or any specific dispensation is obtained from the Director, Mines Safety; or
- (iii) within a distance of at least 10 meters from any other public roads; or
- (iv) within a distance of 75 meters from any railway line or bridge except under and in accordance with the written permission of the railway administration concerned. The Railway Administration or the government may in granting such permission, impose such conditions as it may deem fit.

Explanation:- For the purpose of this clause the expression Railway Administration shall have the same meanings as it is defined by sub section (4) of section 3 of the Indian Railway Act, 1890.

Provided that where the continuance of any mining operations in any area, in the opinion of the Government is likely to endanger the safety of any National or State Highway, road, bridge, drainage, reservoir, tank, canal or other public works, or public or private buildings or in the public interest or in the interest of environment/ecology of the area, the Government may determine the lease after giving 60 days notice to the lessee in this behalf and the lease shall stand terminated on the date mentioned in the notice.

2. Notice for surface operation in land not already in use :

Before using for surface operations any land which has not already been used for such operation, the lessee shall give notice in advance to the Collector of the district, the Director and the Officer-in-Charge **Bhiwani** Mines in writing along with copy of permission to undertake mining specifying the situation and the extend of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used, if objection is issued by the Collector.

(Wazir Singh Kuhar)
On behalf of Sarety No. (i), (ii), (iv) to (xviii), (a) to (i)

3. Not to use the land for other purposes:

The lessee shall not cultivate or use the land for any other purpose other than those specified in the lease-deed

(Wazir Singh Kuhar)
On behalf of Sarety No. (i), (ii), (iv) to (xviii), (a) to (i)

[Signature]

[Signature]
Director
Mines and Geology, Haryana

4. Disposal of mineral(s) only on issuance of Mineral Transit Pass to the vehicles having Mineral Transit Permit:

The holder of mining lease shall not sell/disposed off any mineral or mineral products from the concession area without a Mineral Transit Pass and shall sell/disposed of the mineral to such vehicle which holds Mineral transit Permit issued under the provision of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012.

5. Stacking of mineral(s) inside lease hold area:

The lessee shall not stock the mineral(s) excavated inside the lease hold area at the designated site more than twice the quantity of the average monthly production as per approved mining plan/scheme.

6. Stacking of mineral(s) outside lease hold area:

The lessee shall not stock any minor mineral(s) granted under the lease, outside the lease hold area without obtaining Mineral Dealer licence as per provisions of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012.

7. Stacking and storage of incidentally extracted major minerals:

In case lessee, while extracting minor mineral(s) given on lease, incidentally extracts any major mineral not given on lease, the same shall be the property of the Government and lessee shall be under an obligation to stack and store it and maintain its proper record in accordance with the direction of the Director or any officer authorised by him who shall also be competent to prescribe the procedure for its disposal.

8. Penalties in case of non-compliance of clause (9) :

In case it is detected that lessee has disposed off incidentally extracted major mineral referred to in sub rule (20) of rule 56 in whole or part there of or failed to maintain the record of stored mineral he shall be liable to penalties as specified in sub section (1), (4) and (5) of section 21 of Mines & Minerals (Development and Regulation) Act 1957 and also premature determination of mining lease in terms of sub-rule (1) of rule 60 of the said rules.

9. Restrictions of mining operations above Ground Water Table :

A safety margin of two meters shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf.

Wazir Singh Kuhar

Wazir Singh Kuhar
On behalf of Surety No. *2446/14*
(i), (ii), (iv) to (xviii), (a) to (f)

Director

Director

Director
Mines and Geology, Haryana

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10. Restrictions of surface operations:

No mining operations shall be undertaken in any area prohibited by any authority or by the orders of any Court.

11. No mining operations without requisite clearance:

The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite clearance from the competent authority as required for undertaking mining operations.

**Part - III
Covenants of the Lessee**

The lessee/ lessees hereby covenant(s) with the Government as follows:-

1. Rate of Royalty:

The lessee shall pay royalty on the quantity of the said minor mineral dispatched from the leased area at the rates as per First Schedule of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 and as may be revised by the State Government from time to time.

2. Surface rent:

The lessee shall pay for the surface area occupied by him as per rule 62.

3. Dead rent:

The lessee shall pay every year dead rent at the rate of Rs. 92,12,00,000/- [Rupees Ninety Two Crores Twelve Lacs only] per annum per annum:

Where the mining lease is granted by competitive bid/auction under rule 9:- The highest bid received in the open bid/auction at the rate of Rs. 92,12,00,000/- [Rupees Ninety Two Crores Twelve Lacs only] per annum shall become the 'annual dead rent' amount payable by the lessee. The rate of annual dead rent initially determined on the basis of competitive bids/ auctions shall be increased @ 25% on completion of each block of three years.

Explanation: If the initially determined amount of annual dead rent is Rs. 100/-, it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.

(Wazir Singh Kuhar)
On behalf of Lessee
M/s Govardhan Mines & Minerals

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (ix)

Director
Mines and Geology, Haryana

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Provided further that if the lease permits the working of more than one minor mineral in the same area, the Government may charge separate dead rent in respect of each minor mineral:

Provided that the mining of one minor mineral does not involve the working of another minor mineral.

Provided further that the lessee/lessees shall be liable to pay the dead rent or royalty in respect of each mineral, whichever be higher but not both.

Provided further that lessee/ lessees shall deposit the dead rent at the rates as revised and notified from time to time by the State Government.

4. Security deposit:

(a) In case of mining leases granted through competitive bid/auction under rule 9.

25% of the annual bid amount/ rate of dead rent. The security amount to be deposited as per following:-

- i) 10% as initial bid security at the time of auction
- ii) 15% of the annual bid amount before commencement of mining operations or before the expiry of period allowed, which shall not be more than 12 months, whichever is earlier.

Provided on enhancement of the dead rent after expiry of every three year period of lease the lessee shall deposit the balance amount of security so as to up-scale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to next block of three years

(b) In case of mining leases granted on application under Rule 10 the security amount shall be deposited in accordance with the Rule 11 of the Haryana Minor Mineral Concession, Stocking and Transportation and Prevention of Illegal Mining Rules-2012.

5. Mode of payment of dead rent/ royalty and surface rent

- (a) In case of mining lease granted **under rule 9**, the lessee shall deposit one advance installment of dead rent before commencement of mining operations or before the expiry of period allowed, which shall not be more than 12 months, whichever is earlier, along with 15% of the balance security amount as per clause 4(a) above.

Wazir Singh Kuhar
On behalf of Lessee
M/s Govardhan Mines & Minerals

Wazir Singh Kuhar
On behalf of Lessee
(i), (ii), (iv) to (viii), (a) to (d)

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Mines and Geology, Haryana

- (b) The lessee during the subsistence of the lease, pay in advance to the Government the installments of the dead rent in respect of the said land given to him/ them on mining lease as per following schedule:-

Sr. No.	Value of Annual dead rent	Periodicity of payment
1	2	3
i)	Up to Rupees 10.00 lakhs.	Lump-sum in advance after adjustment of the amount deposited along with the security amount.
ii)	Above Rupees 10.00 lakhs and upto Rupees 50.00 lakhs.	In four quarterly installments in advance on the 1 st of April, 1 st of June, 1 st of September and 1 st of December of the year.
iii)	Above Rupees 50.00 lakhs.	In monthly installments in advance.

Note: The amount of one advance installment deposited at the time of commencement of the mining operations or within time allowed for the same shall be adjusted in a manner that the subsequent installments are payable for a full calendar month/quarter/year, as the case may be.

- (c) The lessee shall be liable to pay the amount of royalty on the mineral excavated and dispatched at the rate specified in the first schedule or dead rent, whichever is more and not both.
- (d) where the amount of royalty payable in respect of a month exceeds the amount of dead rent deposited in advance, the lessee shall deposit such amount of royalty on the mineral extracted and dispatched or consumed by the 7th day of the following month after adjusting the amount of advance dead rent already deposited.
- (e) In cases where the lessee has paid the amount of royalty or dead rent during a part of the year, which is equal to or more than the annual dead rent payable for the year, he shall not be required to deposit the advance dead rent for the remaining period of the said year and the royalty for the balance part of the year shall be deposited by the 7th day of the following month.

6. Amount to be deposited on account of Mines and Minerals Development Restoration and Rehabilitation Fund

Where the lessee is operating the area, he shall also deposit/ pay an additional amount, equal to 10% of the due dead rent or royalty, whichever is

(Wazir Singh Kuhar)
On behalf of Lessee
(M/s Govardhan Mines & Minerals)

(Wazir Singh Kuhar)
On behalf of Lessee
(i), (ii), (iv) to (viii), (a) to (ix)

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Director
Mines and Geology, Haryana

more along with amount of installments on account of dead rent or royalty, towards the 'Mines & Minerals Development Restoration and Rehabilitation Fund' separately established under these rules.

7. Interest on delayed payments.

In case of any default in payment of the installments of dead rent/contract money/ contribution to the Mines & Minerals Development (Restoration and Rehabilitation) Fund on the due date(s), the amount would be payable along with interest at the following rates:

Sr. No.	Period of delay	Rate of Interest applicable
(i)	If paid within a period of 7 days from the due date	A grace period of up to 7 days is allowed without any interest
(ii)	If paid after 7 days but up to 30 days of the due date	15% on the amount of default for the period of default including the grace period;
(iii)	If paid after 30 days but within 60 days of the due date	18% on the amount of default for the period of default including the grace period;
(iv)	Delay beyond 60 days of the due date	It would amount to a 'breach', invite action for termination of the lease/ contract and the entire outstanding amount would be recoverable along with interest calculated @ 21% for the entire period of default.

8. Working of newly discovered minerals:

If any minor mineral, not specified in the lease, is discovered in the leased area, the lessee shall report the discovery without delay to the Government and shall not win or dispose of such minor mineral without obtaining a lease therefore. If he fails to apply for such a lease within six months from the discovery of the minor mineral, the Government or the authorised officer may give the lease in respect of such mineral, to any other person.

Provided that the Director or an officer authorized in this behalf, on being satisfied that the availability of such minor mineral(s) is not of sufficient quantity and quality and no separate lease is required for the newly discovered minor minerals(s), may allow the contractor(s) by issuing separate permit in Form 'PIM2' for the disposal of specific quantity of such newly discovered

(Wazir Singh Kuhar)
On behalf of Lessee

(M/s Govardhan Mines & Minerals)

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(Wazir Singh Kuhar)
On behalf of Lessee
(i), (ii), (iv) to (xviii), (a)

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Director
Mines and Geology, Haryana

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minor mineral(s) on payment of advance royalty at the rates prescribed in the First Schedule and other amounts as specified under sub rule (19) of Rule 56 of the said rules, for the period not exceeding thirty days at one time. The royalty payable on the newly discovered minor mineral(s) shall be in addition to the royalty for the mineral already granted on lease.

Provided further that in case lessee further applies for disposal of such mineral(s), and the Director or any other officer authorized by him is satisfied that such minor mineral(s) is still available in the area, he may further grant subsequent permission(s):

Provided further that the grant of such permit may be refused for reasons to be recorded in writing:

9. To commence mining operations within 180 days and carry them on properly:

Unless the Government for sufficient cause otherwise, the lessee shall commence mining operations 180 days from the date of execution of the lease and shall thereafter conduct such operations in a proper, skilful and workman like manner.

Explanation:—For the purpose of this clause, mining operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the working of the mine.

10. To erect and maintain boundary pillars etc. :

The lessee shall at his own expenses, erect and at all times maintain and keep in good repairs boundary marks and pillars according to the plan annexed to the lease. Each of the pillars should be numbered and every pillar shall have GPS reading.

11. Accounts :

The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mines and the number of persons employed therein and a complete plan of the mine and shall allow any officer authorised by the Haryana Government or the Central Government in that behalf to examine at any time any accounts and records maintained by him, and shall furnish to the Haryana Government or the Central Government with such information and returns as it may require.

(Wazir Singh Kuhar)
On behalf of Lessee
(M/s Govardhan Mines & Minerals)

(Wazir Singh Kuhar)
On behalf of Lessee
(M/s Govardhan Mines & Minerals)
(i), (ii), (iv) to (xviii), (a) to (d)

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Director
Mines and Geology, Haryana

12. To allow facilities to other lessees etc.:

The lessee shall allow existing and future licensees or lease holders/contractors of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.

13. To allow entry to officers :

The lessee shall allow any officer authorised by the Haryana Government and the Central Government to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the mines.

14. Returns :

The lessee shall :-

- (a) submit a return in form 'MMP1' by the 7th of every month to the Director and also to other officer (s) specified in that form giving the total quantity of minor mineral(s) raised and dispatched from the leased area in the preceding calendar month and its value;
- (b) also furnish a statement giving information in Form 'MMP2' by the 15th April every year to the Director and to other Officer(s), specified in that form regarding quantity and value of minor mineral(s) obtained during last financial year, average number of regular labourers employed (men and women separately) number of accidents, compensation paid and number of days worked separately.

15. To strengthen and support the mines:

The lessee shall strengthen and support to the satisfaction of the Railway Administration or the State Government, as the case may be any part of the mine which in its opinion requires such, strengthening or support for the safety of any railway, bridge, national highway, reservoirs, canal, road or any other public work or building.

16. Notice for use of explosives, etc. :

The lessee shall immediately give notice in writing in Form 'IMSEI' to the following:

1. The Controller General, Indian Bureau of mines, Government of India, Nagpur;

(Wazir Singh Kuhar)
On behalf of Lessee
124's Govardhan Mines & Minerals

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (j)

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Director
Mines and Geology, Haryana

2. The Chief Inspector to Mines, Govt. of India, Dhanbad;
3. The Director, Mines Safety, Govt. of India, Ghaziabad;
4. The Regional Controller of Mines, Indian Bureau of mines, Dehradun;
5. The Director Mines & Geology, Haryana;
6. The District Magistrate of the District concerned; and
7. The Assistant Mining Engineer/Mining Officer of the District concerned as soon as:

- (a) The working in the mines extend below superjacent ground; or
- (b) The depth of any open cast excavation measured from its highest to the lowest point reaches six meters; or
- (c) The number of persons employed on any day is more than 50; or
- (d) Any explosives are used.

17. Maintenance of Sanitary conditions:

The Lessee shall maintain sanitary conditions in the area held by him under the lease.

18. To pay compensation for damage and indemnify the Government:

The lessee shall make and pay such reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him in exercise of the powers granted by the lease and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbance.

(Wazir Singh Kuhar)
On behalf of Lessee
M/s. Govardhan Mines & Minerals

[Signature]

19. Application of all Acts, Rules and Regulations to this lease :

The lessee shall abide by the provisions of Mines Act, 1952, Inter-state Migrant Workmen (Regulation and Employment and conditions of service) Act, 1979 and the rules and regulations framed there under and also the provisions of other labour laws both Central and State as are applicable to the workmen engaged in the mines and quarries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines and first-aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the competent authorities under the aforesaid Acts, Rules and Regulations and also to the satisfaction of the District Magistrate concerned. In case of non compliance of any of the provisions of

(Wazir Singh Kuhar)
On behalf of Lessee
(i), (ii), (iv) to (xviii), (a) to (d)

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[Signature]
Director
Mines and Geology, Haryana

the enactments as aforesaid, Director may terminate the mining lease by giving one month's notice with forfeiture of security deposited.

Provided that the lessee shall carry out mining operations in accordance with all other provisions as applicable for undertaking mining including the provisions of Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made thereunder.

20. To report accident:

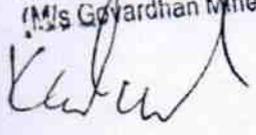
The lessee shall without delay report to the Deputy Commissioner of the district concerned and the Director or any other officer authorised by him, any accident which may occur at or in the leased area.

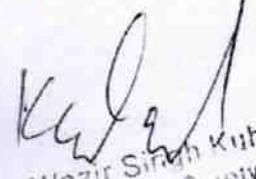
21. Delivery of possession of land and mines on the surrender or sooner determination of the lease:

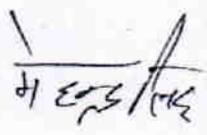
At the end or sooner determination or surrender of the lease the Lessee shall deliver up the said lands and all mines (if any dug there) in a proper and workable state, save in respect of any working as to which the Government might have sanctioned abandonment.

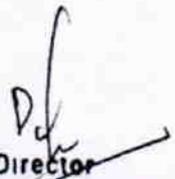
22. To provide electronic weighing machine :

The lessee shall provide and at all times keep at or near the pit-head at which the said mineral shall be brought to bank a properly constructed and efficient electronic weighing machine and shall weigh or caused to be weighed thereon all the said minor minerals from time to time brought to bank, sold, exported and converted products, and shall at the close of each day cause the total weights, ascertained by such means of the said minor minerals, ores, products, raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee shall permit the Government at all times during the said term to employ any persons to be present at the weighing of the said minor minerals, as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee. The lessee shall give 15 days previous notice in writing to the Officer-in-Charge, **Bhiwani Mines** of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

(Wazir Singh Kuhar)
On behalf of Lessee
(M/s. Govardhan Mines & Minerals)


(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (i)





Director
Mines and Geology, Haryana

23. To secure pits shafts not fill them up:

The lessee shall well and properly secure pits and shafts and will not without permission in writing, willfully close, fill up or close any mine or shaft.

24. Not to enter upon or to commence operations in the reserved or protected Forest:

The lessee shall not enter upon or commence any mining operations in any reserved or protected forest comprised in the leased area except after previously obtaining permission in writing of the Chief Conservator of Forest, Haryana.

25. To respect water rights and not injure adjoining property:

The lessee shall not injure or cause to deteriorate any source of water, power or water-supply and shall not in any other way render any spring or stream or water unfit to be used or to do anything to injure adjoining land, villages or houses.

26. Stocks lying at the end of the lease:

(a) The lessee on expiry of the lease period (successful completion of the lease) shall remove already extracted all of the mineral from the premises of the quarry within a period of seven days. In case any quantity of the already extracted mineral, in the said land is left un-disposed off and is not removed within seven days from the date of expiry of the period of lease the same shall be deemed to be the property of the Government who may dispose it off in any manner it may like without pay anything thereof to the lessee.

(b) The lessee on the termination or sooner determination of the lease shall not remove extracted mineral from the premises of the leased areas. All extracted minerals in the said lands left over un-disposed after the termination or determination of lease shall be deemed to be property of the Government who may dispose it off in any manner it may like without pay anything thereof to the lessee.

27. Payment of taxes:

The lessee shall duly and regularly pay to the appropriate authority all taxes, cesses and local dues in respect of the leased area, said minor minerals or the working of the mines.

(Wazir Singh Kuhar)
On behalf of Lessee

M/s. Govardhan Mines & Minerals)

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (v)

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Director
Mines and Geology, Haryana

28. Payment of additional amount for reclamation/ restoration:

The lessee shall also deposit/pay additional amount equal to 10% of the amount of royalty/dead rent along with the payment of royalty or dead rent, whichever is more, by the 7th of every month, in a joint account to be operated with the Assistant Mining Engineer/Mining Officer concerned to ensure the compliance of the Reclamation & Restoration works. This additional amount shall be refunded after satisfactory Reclamation/ Restoration of the area after mining in accordance with the Mine Closure Plan.

Provided that in case the lessee fails to reclaim/ restore the area as per mining plan to the satisfactions of the State Government, the amount deposited in the joint account shall be forfeited and used for the restoration of the area by the department.

Provided further that in case no rehabilitation position of the mine comes during the tenure of the mining lease, the amount so deposited shall be kept by the State Government in the mining area development fund for future use as and when the mine reaches to a stage requiring restoration and rehabilitation.

29. Assign sublet or transfer of the lease:

The lessee shall not assign, sublet or transfer the lease to any person without obtaining prior permission in writing from the Government.

30. Fencing of working place:

If a working place is found to be unsafe all persons shall be withdrawn by the lessee immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place, at his own cost.

31. Fencing of excavation after termination or sooner determination of the lease :

The lessee on termination or sooner determination of the lease, shall at his own cost, suitably fence the excavations for safety as instructed by the Director of Mines & Geology, Haryana, or the Assistant Mining Engineer/ Assistant Geologist/ Mining Office concerned.

(Wazir Singh Kuhar)
On behalf of Lessee
(Ms. Govardhan Mines & Minerals)

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (i)

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Director
Mines and Geology, Haryana

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32. Felling of trees:

The lessee shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the Collector of the District concerned or Chief Conservator of Forests, Haryana, in respect of Forest areas, as the case may be and paying its price fixed by him.

33. Security deposit shall carry no interest:

The security deposited by the lessee shall not carry any interest.

34. State Government not responsible for loss to lessee:

The Government shall not be responsible for any kind of loss to the lessee.

**Part-IV
Rights of the State Government**

1. Suspension or termination of the lease:

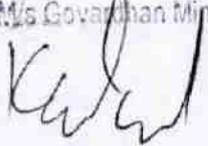
The Director or an officer authorised in this behalf shall have the right to suspend or prematurely terminate the lease.

- (a) If the dead rent or royalty or surface rent or any other amount due to the Government are not paid,
- (b) if any of the terms and conditions of the lease deed or conditions of grant or permission to undertake mining by any other statutory authority or competent authority is violated;
- (c) if any of the provisions of these rules and other laws both Central and State as are applicable to mines and minerals, are not complied with;

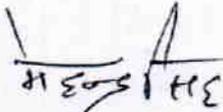
Provided that no orders of suspension or termination of the lease shall be passed by the Director or an officer authorised by him without giving reasonable opportunity to show cause and following the procedure prescribed in the Haryana Minor Mineral Concession, stocking and Transportation of Mineral and Prevention of Illegal Mining Rules 2012.

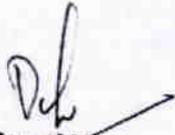
Provided further that the authorised officer may also at any time after issuance of the notice for default on account of non payment of dues, enter upon the said premises and detain all or any of the mineral(s) or movable property therein and

Wazir Singh Kuhar
On behalf of Lessee

(Ms. Govardhan Mines & Minerals)


Wazir Singh Kuhar
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (f)




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Mines and Geology, Haryana

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may carry away, detain or order the sale of the property so detained, or so much of it as will suffice for the satisfaction of the rent or royalty or both dues and all costs and expenses occasioned by the non-payment thereof and shall give proper receipt of the articles carried away.

2. Determination of lease in public interest:

The Government may by giving 'six months' prior notice in writing determine the lease if the Government consider that the minor mineral under the lease is required for establishing an Industry beneficial to the public:

Provided that in the State of National Emergency or war, the lease may be determined without giving such notice.

3. Right of pre-emption :

The government shall from time to time and at all times during the terms of lease have the right (to be exercised by notice in writing to the lessee) of pre-emption of the said mineral(s) and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minerals or products thereof to the Govt. at current market rates in such quantities and in the manner at the place specified in the notice exercising the said right.

4. Penalty for not allowing entry to officers:

If the lessee or his transferee or assignee does not allow any entry or inspection under clause (9) of part-III, the Director may cancel the lease and forfeit in whole or in part the security deposit paid by the lessee under sub rule (iii) of rule 8 or rule 15, as the case may be of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012.

5. Settlement of Rent and Compensation payable to third parties thereof:

In case the occupier(s) or owner(s) of the said land refuses his/ their consent to the exercise of the rights and powers reserved to the Government and demised to the lessee under these presents, the lessee shall report the matter to the Assistant Mining Engineer/ Assistant Geologist/ Mining Officer who shall request the Collector of the district concerned to direct the occupier(s) or owner(s) to allow the lessee to enter the said lands and to carry out such operations as may be necessary for working the mine, on payment in advance of such rent or compensation to the occupier or owner by the lessee, as may be fixed by the Collector as per the provisions of rules 64 & 65 of the rules.

Wazir Singh Kuhari
On behalf of Lessee
(S. Govardhan Mines & Minerals)

Wazir Singh Kuhari
On behalf of Lessee
(i), (ii), (iv) to (xviii)

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Director
Mines and Geology, Haryana

6. Suspension of mining operations:

The Director may order to suspend the mining operations after serving a notice to the lessee, in case, the following violations are noticed:-

- (a) unsafe and unscientific mining;
- (b) non operations of weighbridge;
- (c) non providing of safety appliances to the workers;
- (d) non payment of compensation to the surface owners;
- (e) non submissions of monthly returns;

In case of violations of the aforesaid conditions and also any other terms and conditions of the agreement deed and the provisions of the rules, the Director may give a notice to the lessee to remedy the violations within a period of 15 days from the date of issue of the notice. In case, the violations pointed out through notice, are not remedied within the stipulated period of 15 days, the Director may after affording an opportunity of being heard to the lessee, order the suspension of the mining operations till such time, the defaults/ defected are removed by the lessee within the time frame (within a maximum period of six months) granted by the Director. During the period of suspension of mining operations, the lessee will be allowed only to undertake rectification work for removal of the defects and shall not dispose off the mineral. During the suspension period, the lessee shall be under the obligation to deposit the amount of the dead rent on the due dates.

On satisfactory removal of the defects, the Director may revoke the suspension orders with or without any modification. Non removal of the defects/ defaults during the suspension period and within the time allowed by the Director, shall lead to premature termination of lease.

Part-V General

1. Cancellation:

The lease shall be liable to be cancelled by the Director if the lessee cease to work the mine for a continued period of six months without obtaining written sanction of the Government.

2. Notices :

Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint

(Wazir Singh Kuhar)
On behalf of Lessee
Govindhan Mines & Minerals)

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (xix)

Director

Director
Mines and Geology, Haryana

for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him.

3. Recovery of government dues as arrears of land revenue:

Without prejudice to any other mode of recovery authorised by any provision of this lease or by any law, all amounts, falling due hereunder against the lessee may be recovered as arrears of land revenue under the law in force for such recovery.

4. Forfeiture of property left more than three months after expiry or determination of lease :

The lessee should remove his property lying on the said lands within three months after the expiry or sooner determination of the lease or after the date from which any surrender by the lessee of the said lands under rule 27 of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 becomes effective, as the case may be, the property left after the aforesaid period of three months shall become the property of the government and may be sold or disposed of in such manner as the Government shall deem fit without liability to pay any compensation therefore, to the lessee.

5. Security and forfeiture thereof :

(a) the Government may forfeit the whole or any part of the amount deposited by the Lessee as Security to be performed by the lessee under this lease, in case the lessee commits a breach(s) of any covenants to be performed by the lessee under this lease.

(b) Whenever the said security deposit or any part thereof or any further sum hereafter deposited with the Government in replenishment thereof is forfeited under sub clause (a) or applied by the Government under this lease (which the Government is hereby authorised to do) the lessee shall immediately deposit with the inappropriate part thereof to bring the amount in deposit with the Government up to the requisite amount of security at that point of time of lease.

(c) The rights conferred to the Government by clause (a) shall be without prejudice to the rights conferred on the State Government by any other provision of this lease or by any law.

Wazir Singh Kuhar

On behalf of Lessee as Security to be performed by the lessee under this lease, in case the lessee commits a breach(s) of any covenants to be performed by the lessee under this lease.

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Wazir Singh Kuhar

On behalf of Lessee as Security to be performed by the lessee under this lease, in case the lessee commits a breach(s) of any covenants to be performed by the lessee under this lease.

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Wazir Singh Kuhar

Director
Mines and Geology, Haryana

(d) On such date as the Government may elect within twelve calendar months after the determination of this lease or any renewal thereof, the amount of security deposit paid in respect of this lease and then remaining in deposit with the Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit.

6. Survey and demarcation of the area:

When a mining lease is granted by the Government arrangement shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the lease. The lessee shall have to bear actual expenses of the staff deputed for the work. Actual expenses will include travelling allowances, daily allowances and salary of staff plus 10 percent as instrument charges.

7. Surrender of a mining lease by the lessee:

The Government may accept the request of a lease holder for surrender of a lease or part thereof in cases where it is established that it has not been found feasible to operate the lease grant for whatsoever reasons subject to the condition that the lessee:

- (i) has been regular in furnishing the production returns as required in terms of the lease agreement;
- (ii) has been taking the requisite steps for the progressive mine closure plan as per the conditions of the lease grant;
- (iii) is not in default of payment of any dues of the Government as on the date of making such application and undertakes to pay all such dues till the date of expiry of the notice period either in cash in advance or by way of adjustment of the security or both.

Provided that in case the lessee makes an application for surrender of part area of the lease, it shall not result in any prorated reduction of the dead rent and the rate of dead rent payable and applicable for the entire area at the time of such application shall remain intact.

(Wazir Singh Kuhar)
On behalf of Lessee
(M/s Govardhan Mines & Minerals)

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (d)

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Director
Mines and Geology, Haryana
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8. Penalty for repeated breaches:

In case of repeated breaches of covenants and agreements by the lessee for which notice has been given by the State Government in accordance with Sub-rule (1) of Rule 73 and/or sub rule(1) of rule 74 of the Haryana Minor Mineral Concession, Stocking & Transportation of Minerals and Prevention of Illegal Mining Rules, 2012 on earlier occasions, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of annual dead rent specified in clause 3 of part-III of this form.

9. Obtaining sale tax number:

The lessee shall get himself registered with the commercial Taxes Department of Haryana State and shall obtain the Sales Tax number.

10. Overriding effect:

Unless otherwise specifically provided, it is agreed that this deed shall be governed by the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and the rules made thereunder. The provisions of the Act and the rules shall prevail over the terms and conditions of the agreement.

11. Additional Conditions:

- A. This lease deed has been executed through authorized person/ one of the partner authorized by the 06 consenting partners of the firm, with additional conditions being imposed by the Government in pursuance with the Hon'ble Punjab and Haryana High Court passed vide orders dated 21.12.2018 in the CWP No. 38223 of 2018 filed by consenting partners of the lessee firm.
- B. This lease deed has been executed subject to outcome of the CWP No. 38223 of 2018.
- C. This lease deed has been executed on furnishing of additional surety equal to 10% of the annual dead rent to secure any possible loss to the State on account of execution of deed through six consenting partners;

(Wazir Singh Kuhar)
On Behalf of
Kuhar

(Wazir Singh Kuhar)
On behalf of Surety No.
(i), (ii), (iv) to (xviii), (a) to (f)

Signature

Director
Mines and Geology, Haryana

D. This lease deed has been executed on submission of affidavits/ undertaking by the 06 consenting partners executing the lease deed Individually as well as Jointly signed, undertaking that :

- i. That they (these six partners) shall be responsible to abide by all terms and conditions of the grant/ lease deed and other approvals and undertake mining as per rules and regulations/ laws.
- ii. That they shall be liable to pay the applicable dues to the government and undertake that they (these six partners) shall individually or jointly shall be responsible as leaseholder to ensure payments of the government dues or payment of any concern arising out of the present lease, as the case may be.
- iii. That in case of failure to pay the government dues or any other liability which may arise while undertaking mining or otherwise under said lease deed on account of execution of this lease deed, the same may be recovered from them (these six partners) and /or from the sureties individually or jointly being offered for execution of lease deed.
- iv. That they (these six partners) shall indemnify the Government from any losses/ litigation/ third party claims, which as may arise, against the State/ Department for whatsoever reason.
- v. That after execution of this lease deed in case the dispute is settled within the partners of the firm, the Department shall have right to seek for executing fresh/ supplementary deed with all partners.
- vi. That they shall undertake in terms of Section 26 of the 1932 Act, making them bound with regard to any future loss or injury caused to the State, if any or any other kind of consequence due to non signing of lease deed by the 7th partner of the Lol holder firm.

(Wazir Singh Kuhar) v.
On behalf of Lessee
M/s. Govardha Mines & Minerals)

(Wazir Singh Kuhar)
On behalf of Surety No. (i), (ii), (iv) to (xviii).
submitted

N.B.

All the six partners who have passed resolution dated 13.12.2018 and submitted affidavits jointly and severally are bound to comply with said additional

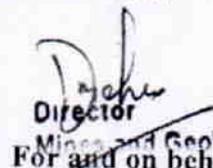
[Handwritten signature]

[Handwritten signature]
Director
Mines and Geology, Haryana

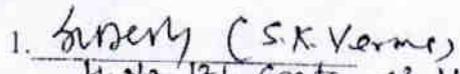
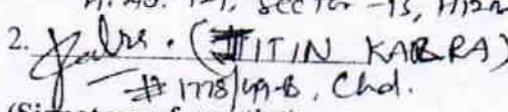
terms as approved by the State Government and conveyed to them vide letter dated 18.02.2019.

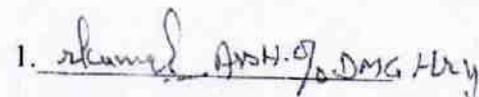
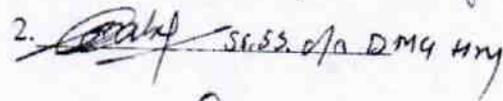
IN WITNESS WHEREOF: - These presents have been executed in the manner hereunder appearing the day and year first above written.

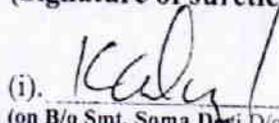

Signature of the Lessee
(Sh. Wazir Singh Kuhar)

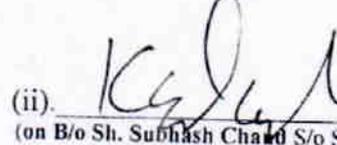

Director
Mines and Geology, Haryana
For and on behalf of the
Government of Haryana

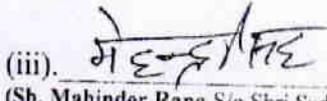
Witnesses:-

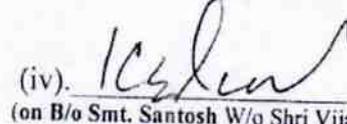
1. 
H. No. 121, Sector -13, HUDA
2. 
178/19-B, Chd.
(Signature of sureties)

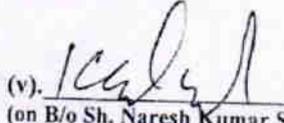
1. 
Anshu o/a DMG Hry
2. 
Suresh o/a DMG Hry

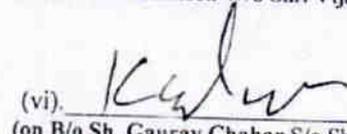
(i). 
(on B/o Smt. Soma Devi D/o Shri Ami Chand)

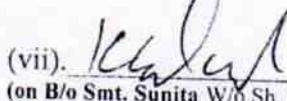
(ii). 
(on B/o Sh. Subhash Chand S/o Shri Ami Chand)

(iii). 
(Sh. Mahinder Rana S/o Shri Sadhu)

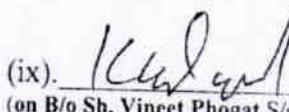
(iv). 
(on B/o Smt. Santosh W/o Shri Vijay Singh)

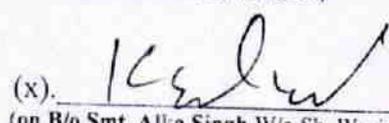
(v). 
(on B/o Sh. Naresh Kumar S/o Sh. Nihal Singh)

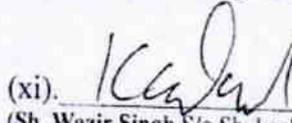
(vi). 
(on B/o Sh. Gaurav Chahar S/o Sh. Subhash)

(vii). 
(on B/o Smt. Sunita W/o Sh. Vinod Kumar)

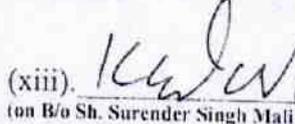
(viii). 
(on B/o Smt. Usha Rani & Sita)

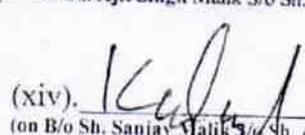
(ix). 
(on B/o Sh. Vineet Phogat S/o Sh. Ishwar Singh)

(x). 
(on B/o Smt. Alka Singh W/o Sh. Wazir Singh)

(xi). 
(Sh. Wazir Singh S/o Sh. Lachman Singh)

(xii). 
(on B/o Sh. Ajit Singh Malik S/o Sh. Nanha Ram Malik)

(xiii). 
(on B/o Sh. Surender Singh Malik S/o Sh. Ajit Singh Malik)

(xiv). 
(on B/o Sh. Sanjay Malik S/o Sh. Ajit Singh Malik)

(XV). K. Singh
(on B/o Sh. Mandeep Singh S/o Sh. Anoop Singh Malik)

(XVI). K. Singh
(Sh. Kailash Veer S/o Sh. Hanumant Singh)

(XVII). K. Singh
(on B/o Shri Ram Bilas S/o Shri Rati Ram)

(XVIII). K. Singh
(on B/o Shri Mohan Lal S/o Shri Kashmiri Lal)

(XIX). J. Singh
(Shri Sat Pal Singh S/o Shri Rajinder Kumar)

(XX). J. Singh
(on B/o Shri Inder Pal Singh S/o Shri Rajinder Kumar)

(XXI). J. Singh
(on B/o Sh. Inder Pal Singh for M/s A. V. Fine Chemicals Pvt. Ltd.)

(a). K. Singh
(on B/o Smt. Pinki W/o Sh. Virender)

(b). K. Singh
(on B/o Smt. Sunita W/o Shri Vinod Kumar)

(c). K. Singh
(on B/o Sh. Sushil Kumar S/o Sh. Tandhu Ram)

(d). K. Singh
(on B/o Smt. Jaidev D/o Sh. Baru Ram)

(e). K. Singh
(on B/o Sh. Chander Bhan S/o Sh. Khanshi Ram)

(f). K. Singh
(on B/o Smt. Madhu Bala W/o Sh. Chander Bhan)

(g). K. Singh
(on B/o Smt. Ravita W/o Sh. Satbir Singh)

(h). K. Singh
(on B/o Sh. Tara Chand S/o Sh. Jodha Ram)

(i). K. Singh
(on B/o Sh. Ajit Singh Malik S/o Sh. Nanha Ram Malik)

Witnesses:-

1. Singh
2. Jalra

// TRUE COPY //

IN THE HON'BLE NATIONAL GREEN TRIBUNAL AT DELHI

Power of Attorney

In Re. OA NO. 132 OF 2020

RAKESH DALAL

Plaintiff/Complainant
Appellant/Petitioner

VERSUS

STATE OF HARYANA

Defendants/Accused Respondents

KNOW ALL to whom these presents shall come that I/We the undersigned appoint:

KARANVIR SINGH KHEHAR

Advocate

Off.H.No.678,Sector,11-B, Chandigarh.

M.No. 09646400000

To be the Advocate for the in the above mentioned case to do all the following acts, deeds and things or any of them that is to say:

- 1. To act, appear and plead in the above mentioned case in the Court or any other Court in which the same may be tried or heard in the first instance or in appeal of letter patents appeal or review revision or execution on in any other stage of its progress until its final decision.
2. To present pleadings, appeals, Letters of Patent appeals, Cross-Objections or petitions for execution, review, revision, withdrawal, compromise or other petition or affidavits or other documents as shall be deemed necessary or advisable for the prosecution of the said case in all its stages.
3. To withdraw or compromise the said case or submit to arbitration any difference or disputes that shall arise touching or in any matter relating to the said case.
4. To receive moneys and grants receipts therefore and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
5. To employ and other Legal Practitioner authorizing him to exercise the powers and authorities hereby conferred on the Advocates whenever he may think fit to do so.

AND I/We hereby agree to ratify whatever the Advocate or his substitute shall do in the case.

AND I/We hereby agree not to hold the Advocate or his substitute responsible for the result of the said case in consequences of his absence from the Court when the said case is called up for hearing.

AND I/We hereby agree that in the event of the whole or any part of the fee agreed by me us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid and if any costs are allowed for an adjournment, the Advocate would be entitled to the same.

AND I/We hereby agree that the Advocate will not be bound to appear for us if case is transferred to any other Court of the Court sits at any place other than its normal place of sitting & if any application or Retention is to be filed in the case, the Advocate will be entitled to a fresh fee and paid in the case

IN WITNESS WHEREOF I/We here into set my/our hand to these presents the contents of which have been explained to and understood by me/us, this the day of 2014.

Witness:

Accepted.

Karan Khehar

KARANVIR SINGH KHEHAR
(Advocate) E.No:P/1826/2011
M.No.09646400000

Signature of Clients

SUNITA SHARMA
(Advocate) Chamber 202
C.K. Pathary Block
SC.
9811602201

