

## 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

I.A. NOS.5, 6 &amp; 7 IN

Petition(s) for Special Leave to Appeal (Civil) No(s).24746/2010

(From the judgement and order dated 20/08/2010 in AA No.8/2010 of  
The HIGH COURT OF M.P AT JABALPUR)

YOGRAJ INFRAS.LTD.

Petitioner(s)

VERSUS

SSAMG YONG ENG.&amp; CONSTRN.CO.LTD.&amp; ANR

Respondent(s)

(With appln(s) for clarification/modification of court's order and  
directions)

Date: 14/02/2012

This Petition was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE ALTAMAS KABIR  
HON'BLE MR. JUSTICE J. CHELAMESWARFor Petitioner(s) Mr. Kailash Vasdev, Sr. Adv.  
Mr. Gagan Gupta, AOR

For Respondent(s) Ms. Meenakshi Arora, AOR

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

I.A. Nos.5 &amp; 6 of 2012 in S.L.P. (C) No.24746 of 2010

I.A. Nos.5 & 6 of 2012, have been filed in S.L.P. (C) No.24746 of 2010, which stood disposed of by our order dated 31st January, 2012. It has been pointed out that certain inadvertent factual errors have crept into the said order, which needs to be corrected.

It has been pointed out by Mr. Kailash Vasdev, learned senior counsel appearing in support of the applications, that in paragraph 2 of the judgment, it has been mentioned that the total contract amount for the project was more than Rs.750 crores, whereas it should really read as Rs.2,19,01,16,805/-, and that an agreement had been entered into between the petitioner and the respondent on 13th August, 2006, and not between the NHAI and the petitioner. Let both the said errors be corrected and let it now be read that the total contract amount for the aforesaid project was more than Rs.219 crores, and that an agreement had been entered into between the petitioner and the respondent on 13th August, 2006.

It has also been pointed out that in paragraph 3 of the judgment towards the end of the said paragraph, it has been mentioned that three Bank Guarantees of Rs.1 crore each and one Bank Guarantee for Rs.3 crores had been furnished to secure mobilization advance. Mr. Vasdev pointed out that

instead of three Bank Guarantees, it should be two Bank Guarantees of one crore each.

It has also been submitted by Mr. Vasdev, that in paragraphs 8 and 11, it has been indicated that the partial award has not been challenged by the petitioner, wherein, in fact, the same had been questioned.

The same is a matter of record, as has been pointed out by Mr. Vasdev, and what we have recorded in paragraphs 8 and 11, are submissions, which had been made by Ms. Meenakshi Arora, learned counsel for the respondent.

Accordingly, the earlier corrections may be effected in paragraphs 2, 3 and 5. Let the corrections be made and let the judgment of 31st January, 2012, be read accordingly.

I.A. No.7 of 2012 in S.L.P. (C) No.24746 of 2010

Issue notice on I.A. No.7 of 2012, returnable two weeks hence.

(Chetan Kumar)                      (Juginder Kaur)  
Court Master                      Assistant Registrar