IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

I.A. NOS. 5-6 in TRANSFER CASE (CIVIL) NO. 113 OF 2005

NIFTY CHEMICALS PVT. LTD. … PETITIONER (S)

: VERSUS :

UNION OF INDIA AND ORS. … RESPONDENT (S)

O R D E R

Two applications have been filed, one jointly by M/s. Trimurtiy Moulds Pvt. Ltd., Coventry Stonewares Pvt. Ltd., Vidharbha Ceramics Pvt. Ltd. and Ceramic Industries (I) Pvt. Ltd. which is registered as I.A. No. 5/2009 and the other by M/s. Western Coalfields Limited which is registered as I.A. No. 6/2009. We have heard Mr. M.L. Verma, learned senior counsel appearing on behalf of the M/s. Trimurty Moulds Pvt. Ltd. as also the learned counsel appearing for the Western Coalfields Limited, on both these applications.

The applicants – M/s. Trimurti Moulds Pvt. Ltd. by filing the said application have sought for clarification and/or modification of the order passed by this Court on 27.2.2009, particularly with regard to the payment of interest and with regard to the payment of additional amount payable due to increase in E-auction price. It is pointed out by the learned senior counsel that while passing the said order this Court directed for payment of interest accrued on the amount payable to the applicants, to be computed only upto 28.6.2008 while the amount came to be actually refunded to the applicants on 25.7.2008. He has brought to our notice the documents on record in support of the said contention. On going through the same, we are satisfied that such interest accrued on the amount payable should be computed upto 25.7.2008 for it appears to us that the said amount was not refunded on 28.6.2008, as alleged but was paid subsequently as the cheques for payment were made ready on 24.7.2008. We order accordingly as there was a mistake apparent on the face of the records.

The second contention raised by the learned senior counsel is with regard to the additional amount payable due to increase in E-auction price. Our attention has been drawn to the affidavit filed by M/s. Western Coalfields Limited which is annexed to the application filed herein. In this connection we would like to extract the contents of paragraphs 12 & 13 of the said affidavit, which read as follows:-

> "12. That because of non-deposit of additional amount due to increase in e-auction price in the subsequent months, WCL therefore, adjusted the quantity and value thereof was kept in fixed deposit. WCL is of the view that the said amount also need to be refunded to the said

> parties including interest accrued thereupon.
> A list of such parties given in the chart is annexed hereto and marked as Annexure-D.
> Further cases of the parties who have also deposited the additional amount due to increase in the e-auction price and are also entitled to refund along with interest.
> A list of such parties given in the chart is annexed hereto and marked as Annexure E.
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> 13. It is submitted that this Hon'ble Court may be pleased to pass appropriate orders/direction to refund the said amount to the parties mentioned in the chart enclosed herewith as Annexure D & E.
> The said amount will be refunded to the parties as directed by this Hon'ble Court."

A bare reading of the same would indicate that M/s. Western Coalfields Limited itself accepted the position that the additional amount payable due to increase in the E auction price is to be refunded to the applicants.

Mr. Verma states that the amounts which are required to be refunded to the applicants appear at Page 46 & 47 of the paper book, wherein as against the name of Ceramic Industries (India), the total amount shown to be refunded is Rs. 82,831.98, as against Coventry Stonewares Pvt. Ltd. the total amount is Rs. 6,36,875.88, as against Trimurti Moulds Private Limited the total amount is Rs. 9,41,983.96 and as against Vidharbha Ceramics Pvt. Ltd. a total amount of Rs. 5,27,254.84 is shown to be outstanding.

In view of the aforesaid statement made in the affidavit filed by the Western Coalfields Limited, we direct that the amounts as stated above shall be refunded to the applicants within six weeks from today, but the said payments shall be without payment of any interest.

I.A. No. 5 filed by M/s. Trimurti Moulds Pvt. Ltd. & Ors. stands disposed of in terms of the aforesaid terms.

We now proceed to dispose of I.A. No. 6/2009 filed by M/s. Western Coalfields Limited. In this application the said coal Company has pointed out that in the order dated 27.2.2009 passed by us, there was a direction to the coal Company to pay the amount towards interest accrued on the fixed deposits, at the rate of 12% per annum on the excess deposit in the High Court. It is pointed out that this Court directed that the amount was directed to be kept in fixed deposit and that the said Coal Company is ready and willing to pay interest at the rate which it received from the Bank on the said fixed deposit account. We find this prayer to be bona fide, just and proper. If the interest rate received from the bank against fixed deposit account was less then they cannot be directed to pay interest at a higher rate.

We, therefore, modify our order dated 27.2.2009 to the extent aforesaid and order that interest shall be paid on the amount which is refunded to the applicants being the amount kept in the fixed deposit account, at the same rate at which the coal Company received the interest from the bank.

The next contention of the learned counsel for M/s. Western Coalfields Ltd. is that by the order dated 27.2.2009 passed by this Court, the issues raised before the High Court in the writ petition pending before the Nagpur Bench of the Bombay High Court have been enlarged and expanded. We have heard Mr. Verma, learned senior counsel also on the aforesaid issue. He has submitted that the order dated 27.2.2009 passed by us does not in any manner enlarge the scope of the writ petition.

However, it is needless to state that the writ petition which is pending before the High Court was never ordered to be transferred to this Court. Therefore, it was never the intention of this Court to expand or enlarge the scope of the issues raised in that writ petition nor the same could be done. Whatever issues have been raised by the parties in the said writ petition pending before the High Court, would be the only issues which will be argued, considered and disposed of by the Nagpur Bench of the High Court on their own merits.

I.A. No. 6/2009 is disposed of in the aforesaid terms.

I.A. No. 2 in T.C. (C) No. 115/2005, I.A. No. 5 in T.C. (C) No. 117/2005, I.A. No. 2 in T.C. (C) No. 118/2005, I.A. No. 3 in T.C. (C) No. 119/2005, I.A. No. 3 in T.C. (C) No. 120 of 2005, I.A. No. 3 in T.C. (C) No. 121/2005 and I.A. No. 4 in T.C. (C) No. 122/2005 are also disposed of in terms of the aforesaid order passed by us in I.A. Nos. 5 & 6 of 2009 above.

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(S.B. SINHA)

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(Dr. MUKUNDAKAM SHARMA)

NEW DELHI,
AUGUST 3, 2009.