

Item No. 11

Court No. 1

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 723/2023
(IA No. 849/2023 & IA No. 190/2024)

Jan Kalyan Bhoomi Mukhti Foundation (Regd.)

Applicant

Versus

Ministry of Coal & Ors.

Respondent(s)

Date of hearing: 25.07.2024

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

Applicant: Mr. Karan Bharihoke, Adv. for Applicant

Respondent: Mr. Anoop Mehta & Ms. Sumedha Sindhu, Advs. for R – 3

Mr. Vaibhav Mishra & Mr. Ekansh Mishra, Adv. for R - 4 (Through VC)

ORDER

1. In this Original Application, the applicant has questioned the letter of acceptance issued by the Respondent No. 3 to the Respondent No. 4 for reopening, salvaging, rehabilitation, development and operation of Saunda – D UG Mine District Ramgarh, State of Jharkhand.

2. In pursuance to notice issued by the Tribunal, the Respondent No. 3, CCL has filed a reply stating the detailed procedure prescribed under EIA Notification 2006 for grant of EC and taking following stand:

“13. That it is further submitted that once the Successful Bidder/ Mine Operator is selected pursuant the Tender process, the Mine Operator is required to execute a Contract Agreement with the answering Respondent which further mandates the Mine Operator to be compliant with all the Environmental Norms.

So far as the present case is concerned by Letter bearing Ref No. CCL / GM (CMC) / MDO RS /Saunda-D /B-S Area/NIT37/LOA/2023/518 dt. 14.09.2023 the Respondent No. 4

has been granted Letter Of Award (LOA) for the work of "Re- opening, salvaging, rehabilitation, development and operation of Saunda-D UG through a Mine Operator for excavation/extraction of coal and delivery thereof to the Authority on revenue sharing basis. The Respondent No. 4 is required to submit Performance Security in terms of Clause- 9.1.1 of Model Contract Agreement and then sign an agreement through a Special Purpose Vehicle (SPV) as per Clause- 3.9.4 of RFB. Thereafter several compliances as per MCA and RFB have to be complied with. Actual work of excavation/extraction of coal would still be dependent upon compliances and other factors which would take quite some time and to the estimation may even take more than 2 years time, which again would be dependent upon several conditions and factors.

14. That as per the contract agreement, the Mine Operator has to comply and fulfill certain Condition Precedent. It is only after such conditions are complied with, the Mine Operator can excavate/extract coal. In this regard Clause 4.1.2 (c) of the Model Contract Agreement (hereinafter referred to as MCA) provides that the Mine Operator is required to prepare the Terms of Reference (ToR) for Environmental Clearance.

Further, Clause 4.1.2(h) of MCA of the Contract Agreement provides that the Mine Operator is also required to process all the applicable Permits from the concerned Government Instrumentality relating to Environmental Protection and Conservation of the Site, including Environmental Clearance by following the procedure specified under the Environment Impact Assessment Notification, 2006 and Forest Clearance in accordance with the Forest (Conservation) Act, 1980.

It is submitted and clarified that the Mine Operator can only commence Operations of Excavation/ Extraction of Coal once all the aforesaid Condition Precedents are satisfied by the Mine Operator.

15. Therefore, as indicated above, since, the Mine Operator is proceeding with the process of compliances, no Operations of Excavation/ Extraction of Coal has commenced. The Mine Operator, in terms of the Agreement is duty bound to complete the compliances and only thereafter would commence the work of Excavation/ Extraction of Coal. There has not been any violation of any Environmental Laws in respect to Saunda -D UG Mine located in the District of Ramgarh, State of Jharkhand. In view of the same, the present Application deserves to be dismissed."

3. The above reply indicate that the challenge at this stage is premature.

4. Learned counsel for the applicant referring to clause 4.1.2 relating to conditions precedent incorporated in the (draft) (model) contract/agreement for reopening, development and operation of Saunda

– D UG Coal Mine has submitted that if those preconditions are complied with then his grievance will be satisfied.

5. Learned counsel for respondent no 3 submits that those preconditions will be duly complied with.

6. In view of the above, we are of the view that no interference at this stage is required. The O.A. is accordingly disposed of. Interim order, if any, stands vacated.

Prakash Shrivastava, CP

Arun Kumar Tyagi, JM

Dr. A. Senthil Vel, EM

July 25, 2024
O.A. No. 723/2023
HB