

**IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION**

**WRIT PETITION (CIVIL) NO.1438 OF 2020**

**M/s JSW ISPAT SPECIAL PRODUCTS LIMITED & ANR.                      PETITIONER(S)**

**VERSUS**

**UNION OF INDIA & ANR.    RESPONDENT(S)**

**O R D E R**

1. Application seeking permission to substitute the name of the petitioner no.1 from 'M/s JSW ISPAT SPECIAL PRODUCTS LIMITED' to 'JSW STEEL LIMITED' is allowed. Cause title be amended accordingly.

2. The petitioners are successful resolution applicants under the provisions of the Insolvency and Bankruptcy Code, 2016 having taken over the corporate debtor namely the Monnet Ispat & Energy Limited.

3. They have invoked the jurisdiction of this Court under Article 32 of the Constitution of India seeking a writ of certiorari for the purpose of getting the demand notice dated 18.11.2020 issued by the respondent no.2 herein quashed.

4. We take notice of the fact that the demand notice dated 18.11.2020 referred to above was issue to the corporate debtor

namely Monnet Ispat & Energy Limited. The same reads thus:-

**"DIRECTORATE OF ENFORCEMENT**

**PREVENTION OF MONEY LAUNDERING ACT &  
FOREIGN EXCHANGE MANAGEMENT ACT  
MINISTRY OF FINANCE - DEPT OF REVENUE  
GOVERNMENT OF INDIA**

**Kaiser Hind, 4<sup>th</sup> Floor, Currimbhoy Road, Ballard Estate,  
Mumbai-400001  
Tel: 022~22719935**

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**F.No.PEN/T-5/01/DD/UKC/FEMA/2019/13287**

**Date: 18.11.2020**

**DEMAND NOTICE**

**To  
M/s. Monnet Ispat & Energy Limited  
Monnet House,  
11 Masjid Math,  
Greater Kailash, Part-II,  
New Delhi-110048**

**Sir,**

**Sub : Notice for non-payment of M/s. Monnet Ispat  
& Energy Limited.**

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**In this context, it is to inform you that the penalty amount of Rs.42,81,600/- (Rupees Forty Two Lakhs Eighty One Thousand Six Hundred Only) imposed on M/s. Monnet Ispat & Energy Limited., vide Adjudication Order No, ADJ/04/MBZO-I/2019/DD/UKC/FEMA dated 27.05.2019 is still outstanding. You are therefore requested to make payment of the said amount to this Directorate immediately by Demand Draft/Pay Order favouring the "Drawing and Disbursing officer, Directorate of Enforcement, Mumbai" within 10 days of receipt of this letter, failing to which**

appropriate action may be initiated for recovery of the same under prescribe law and procedure.

The matter may please be treated as "MOST URGENT".

Yours faithfully

Sd/-

(Dheeraj Kumar Goyal)

Assistant Director"

5. It appears that the show cause notice referred to above was adjudicated and vide the adjudication order (original dated 27.05.2019), the demand was confirmed. The operative part of the order passed by the Adjudicating Authority reads thus:-

"a) In terms of Section 13 of the FEMA, 1999, any person contravening any provision of the Act or any rule, regulation, notification, direction or order issued in exercise of the powers under the Act or contravenes any condition subject to which an authorization is issued by the Reserve Bank, he shall, upon adjudication, be liable to penalty up to thrice the sum involved in such contravention where such amount is quantifiable, or up to two lakh rupees where amount is not quantifiable, and where such contravention is a continuing one, further penalty which may extend to five thousand rupees for every day after the first day during which the contravention continues.

(b) While adjudging the quantum of the penalty, I take the following factors into consideration in respect of the contraventions made by the notices:-

- (i) The amount of money spent more that limit of 2 % as per FEMA;
- (ii) The amount of interest accrued thereupon;
- (iii) Any economic benefits accruing to the contravener from compliance avoided;
- (iv) Contravener's conduct in undertaking the transaction and in disclosure of facts in the application and submissions made

during the personal hearing; intent to litigate and non-relevance of issues raised in response notices issued.

(c) Considering the relevant facts of the case, the circumstances which led to contraventions and the factors mentioned at sub Para

(b) *ibid*, I am persuaded to take a lenient view on contraventions made by the Notices and I consider that the penalty amount as arrived below, will meet the ends of justice:-

I) I impose a penalty of 10% of quantum of violation which is Rs.42,81,600/- (Forty Two lakhs Eighty One Thousand Six Hundred Rupees only) on Monnet Ispat & Energy Limited, Monnet House, 11 Masjid Math, Greater Kailash Part-II, New Delhi-110 048, and

II) I impose a penalty of 5% of quantum of violation which is Rs.21,40,800/- (Twenty One lakhs Forty Thousand Eight Hundred Rupees only) on Shri Sandeep Jajodia, (Promoter cum Director), 3rd Floor, Mohta Building; 4, Bhikaji Cama Place, New Delhi-110 066 for contravention of section 6 (3) (b) of Foreign Exchange Management Act, 1999 read with clause (xii) of Schedule I of Regulation 21 (2) (i) of The Foreign Exchange Management (Transfer or Issue of any Foreign Security) Regulations, 2004, by exceeding the ceiling limit imposed on the issue related expenses to the extent of Rs. 4,28,16,000/- (US\$9,60,000) r.w.s. Section 4291) of the Foreign Exchange

7.2 The above penalties should be deposited in the office of the Joint Director, Zone I Directorate of Enforcement, Kaiser-1-Hind, 4th Floor, Currimbhoy Road, Ballard Estate, Fort, Mumbai-400001 by means of Demand Draft drawn in favour of 'DRAWING AND DISBURSING OFFICER, DIRECTORATE OF ENFORCEMENT, MUMBAI' within 45 days - from the date of receipt

of this order. While paying the penalty amount, particulars of this Adjudication Order number and date should be specifically mentioned.”

6. The record reveals that the aforesaid order passed by the adjudicating authority was challenged by way of a statutory appeal before the Appellate Authority. We are informed that the appeal is pending before the appellate authority as on date.

7. The petitioners herein that is the successful resolution applicants are here before this Court, as a demand notice came to be issued to it dated 18.11.2020. As the corporate debtor has been taken over by the petitioners herein, the respondent issued the demand notice to them which has been made the subject matter of challenge in this petition.

8. We have heard Mr. Neeraj Kishan Kaul, the learned senior counsel appearing for the petitioners and Mr. N. Venkataraman, the learned ASG and Mr. Rupesh Kumar, the learned senior counsel appearing for the respondents.

9. We need not to adjudicate this petition now on merits in view of the decision of this Court in the case of Ghanashyam Mishra & Sons Pvt. Ltd. Vs. Edelweiss Asset Reconstruction Company Ltd. reported in [(2021) 9 SCC 657], more particularly, keeping in mind the observations made by this Court in paras nos.2.(i) to

2(iii), 26, 49, 66, 67, 79, 80, 93, 94, 98, 102, and 141 to 148 respectively:-

"2. The short but important questions, that arise for consideration in this batch of matters, are as under:

2.1. (i) As to whether any creditor including the Central Government, State Government or any local authority is bound by the resolution plan once it is approved by an adjudicating authority under subsection (1) of Section 31 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the I&B Code")?

2.2. (ii) As to whether the amendment to Section 31 by Section 7 of Act 26 of 2019 is clarificatory/declaratory or substantive in nature?

2.3. (iii) As to whether after approval of resolution plan by the adjudicating authority a creditor including the Central Government, State Government or any local authority is entitled to initiate any proceedings for recovery of any of the dues from the corporate debtor, which are not a part of the resolution plan approved by the adjudicating authority?

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26. The petitioner Company is a corporate debtor in respect of which CIRP proceedings commenced in July 2017 and ended in July 2018, when NCLT approved [Monnet Ispat & Energy Ltd. Resolution Professional, In re, 2018 SCC OnLine NCLT 23789] the resolution plan submitted by a consortium of Aion Investment (P) Ltd. and JSW Steel Ltd. ("Aion-JSW" for short). Prior to approval by NCLT, CoC had granted approval to the said resolution plan by a voting majority of 98.97%. It is the contention of the petitioner that in accordance

with the provisions of the I&B Code, RP had made a public announcement thereby, inviting claims from the creditors. Contending that the demand notices issued by the respondents for recovery of service tax towards royalty, District Mineral Foundation ("DMF" for short) and National Mineral Exploration Trust ("NMET" for short) against the iron ore purchased by the petitioner Company are contrary to the law laid down by this Court in *Essar Steel (India) Ltd. (CoC) v. Satish Kumar Gupta* [*Essar Steel (India) Ltd. (CoC) v. Satish Kumar Gupta*, (2020) 8 SCC 531 : (2021) 2 SCC (Civ) 443] , the petitioner has directly approached this Court by filing a writ petition under Article 32 of the Constitution of India.

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*Submissions in Writ Petition (Civil) No. 1177 of 2020 (Monnet Ispat & Energy Ltd. v. State of Odisha)*

49. Shri Kaul, learned Senior Counsel appearing on behalf of the writ petitioner submitted that in spite of clear legal position as enunciated in various judgments of this Court, various authorities in different parts of the country are continuing with the proceedings in respect of statutory dues existing prior to the date of approval of resolution plan by NCLT. He submitted that various High Courts have held, relying on the judgments of this Court, that statutory dues prior to the date of admission of Section 7 application and which are not part of the resolution plan shall stand extinguished and the proceedings in respect thereof would no more survive. However, in some States, the authorities of the State are flouting the law and as such, the petitioner has approached this Court in its extraordinary jurisdiction under Article 32 of the Constitution so that there is an authoritative pronouncement by this Court. He

submitted that the respondent authorities in the present case had failed to file the claims in response to the statutory public notice issued by RP. The first demand by the authorities raised is only after the plan was approved by CoC on 9-4-2018. He also relied on the speech delivered by the Hon'ble Finance Minister in Rajya Sabha on 29-7-2019, to buttress his submissions that the 2019 Amendment of Section 31 of the I&B Code is clarificatory in nature.

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66. The resolution plan submitted by the successful resolution applicant is required to contain various provisions viz. provision for payment of insolvency resolution process costs, provision for payment of debts of operational creditors, which shall not be less than the amount to be paid to such creditors in the event of liquidation of the corporate debtor under Section 53; or the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53, whichever is higher. The resolution plan is also required to provide for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, which also shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of Section 53 in the event of a liquidation of the corporate debtor. Explanation 1 to clause (b) of sub-section (2) of Section 30 of the I&B Code clarifies for the removal of doubts that a distribution in accordance with the provisions of the said clause shall be fair and equitable to such creditors. The resolution plan is also required to provide for the management of the affairs of the corporate debtor

after approval of the resolution plan and also the implementation and supervision of the resolution plan. Clause (e) of sub-section (2) of Section 30 of the I&B Code also casts a duty on RP to examine that the resolution plan does not contravene any of the provisions of the law for the time being in force.

67. Perusal of Section 29 of the I&B Code read with Regulation 36 of the Regulations would reveal that it requires RP to prepare an information memorandum containing various details of the corporate debtor so that the resolution applicant submitting a plan is aware of the assets and liabilities of the corporate debtor, including the details about the creditors and the amounts claimed by them. It is also required to contain the details of guarantees that have been given in relation to the debts of the corporate debtor by other persons. The details with regard to all material litigation and an ongoing investigation or proceeding initiated by the Government and statutory authorities are also required to be contained in the information memorandum. So also the details regarding the number of workers and employees and liabilities of the corporate debtor towards them are required to be contained in the information memorandum.

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79. In the Rajya Sabha debates, on 29-7-2019, when the Bill for amending the I&B Code came up for discussion, there were certain issues raised by certain members. While replying to the issues raised by certain Members, the Hon'ble Finance Minister stated thus:

"IBC has actually an overriding effect. For instance, you asked whether IBC will override SEBI. Section 238 provides that IBC will prevail in case

of inconsistency between two laws. Actually, Indian courts will have to decide, in specific cases, depending upon the material before them, but largely, yes, it is IBC.

There is also this question about indemnity for successful resolution applicant. The amendment now is clearly making it binding on the Government. It is one of the ways in which we are providing that. The Government will not raise any further claim. The Government will not make any further claim after resolution plan is approved. So, that is going to be a major, major sense of assurance for the people who are using the resolution plan. Criminal matters alone would be proceeded against individuals and not company. There will be no criminal proceedings against successful resolution applicant. There will be no criminal proceedings against successful resolution applicant for fraud by previous promoters. So, I hope that is absolutely clear. I would want all the Hon'ble Members to recognise this message and communicate further that this Code, therefore, gives that comfort to all new bidders. So now, they need not be scared that the taxman will come after them for the faults of the earlier promoters. No. Once the resolution plan is accepted, the earlier promoters will be dealt with as individuals for their criminality but not the new bidder who is trying to restore the company. So, that is very clear.”  
(emphasis supplied)

80. It could thus be seen that in the speech the Hon'ble Finance Minister has categorically stated that Section 238 provides that the I&B Code will prevail in case of inconsistency between two laws. She also stated that there was question about indemnity for successful resolution applicant and

that the amendment was clearly making it binding on the Government. She stated that the Government will not make any further claim after the resolution plan is approved. So, that is going to be a major sense of assurance for the people who are using the resolution plan. She has categorically stated that she would want all the Hon'ble Members to recognise this message and communicate further that the I&B Code gives that comfort to all new bidders. They need not be scared that the taxman will come after them for the faults of the earlier promoters. She further states that once the resolution plan is accepted, the earlier promoters will be dealt with as individuals for their criminality but not the new bidder who is trying to restore the company.

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93. As discussed hereinabove, one of the principal objects of the I&B Code is providing for revival of the corporate debtor and to make it a going concern. The I&B Code is a complete Code in itself. Upon admission of petition under Section 7 there are various important duties and functions entrusted to RP and CoC. RP is required to issue a publication inviting claims from all the stakeholders. He is required to collate the said information and submit necessary details in the information memorandum. The resolution applicants submit their plans on the basis of the details provided in the information memorandum. The resolution plans undergo deep scrutiny by RP as well as CoC. In the negotiations that may be held between CoC and the resolution applicant, various modifications may be made so as to ensure that while paying part of the dues of financial creditors as well as operational creditors and other stakeholders, the corporate debtor is revived and is made an on-going concern. After CoC approves

the plan, the adjudicating authority is required to arrive at a subjective satisfaction that the plan conforms to the requirements as are provided in sub-section (2) of Section 30 of the I&B Code. Only thereafter, the adjudicating authority can grant its approval to the plan. It is at this stage that the plan becomes binding on the corporate debtor, its employees, members, creditors, guarantors and other stakeholders involved in the resolution plan. The legislative intent behind this is to freeze all the claims so that the resolution applicant starts on a clean slate and is not flung with any surprise claims. If that is permitted, the very calculations on the basis of which the resolution applicant submits its plans would go haywire and the plan would be unworkable.

94. We have no hesitation to say that the words "other stakeholders" would squarely cover the Central Government, any State Government or any local authorities. The legislature noticing that on account of obvious omission certain tax authorities were not abiding by the mandate of the I&B Code and continuing with the proceedings, has brought out the 2019 Amendment so as to cure the said mischief. We therefore hold that the 2019 Amendment is declaratory and clarificatory in nature and therefore retrospective in operation.

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98. It is a cardinal principle of law that a statute has to be read as a whole. Harmonious construction of clause (10) of Section 3 of the I&B Code read with clauses (20) and (21) of Section 5 thereof would reveal that even a claim in respect of dues arising under any law for the time being in force and payable to the Central Government, any State Government or any local

authority would come within the ambit of "operational debt". The Central Government, any State Government or any local authority to whom an operational debt is owed would come within the ambit of "operational creditor" as defined under clause (20) of Section 5 of the I&B Code. Consequently, a person to whom a debt is owed would be covered by the definition of "creditor" as defined under clause (10) of Section 3 of the I&B Code. As such, even without the 2019 Amendment, the Central Government, any State Government or any local authority to whom a debt is owed, including the statutory dues, would be covered by the term "creditor" and in any case, by the term "other stakeholders" as provided in sub-section (1) of Section 31 of the I&B Code.

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***Conclusion***

102. In the result, we answer the questions framed by us as under:

102.1. That once a resolution plan is duly approved by the adjudicating authority under sub-section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the adjudicating authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan.

102.2. The 2019 Amendment to Section 31 of the I&B Code is clarificatory and declaratory in nature

and therefore will be effective from the date on which the I&B Code has come into effect.

102.3. Consequently all the dues including the statutory dues owed to the Central Government, any State Government or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 could be continued.

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Writ Petition (Civil) No. 1177 of 2020

141. For the reasons stated, IA for change of name of Petitioner 1 is allowed. Cause-title be amended accordingly.

142. The present writ petition has been filed by the petitioners under Article 32 of the Constitution. In this case also, the resolution plan in respect of the corporate debtor (petitioner Company) has been approved by the adjudicating authority on 24-7-2018. Pursuant thereto, the management of the corporate debtor (petitioner Company) was transferred to the successful resolution applicant i.e. Aion-JSW.

143. After the completion of CIRP on 5-1-2019, Respondent 2 issued a reminder to the petitioner to pay an amount of Rs 4,49,34,917.00 towards the service tax deposited by it towards royalty, DMF and NMET for the period between 1-4-2016 and 30-6-2017. The petitioner replied to the said notice pointing out to the authorities the provisions of the I&B Code and stating therein that the demands made by the respondent were not permissible in view of the I&B Code. The petitioners had also requested

for refund of an amount of Rs 5,25,15,880 deposited as advance against supply of iron ore.

144. In this background, the petitioners have approached this Court challenging the demand notice dated 20-7-2018 and 28-4-2020.

145. The present case would also be covered by the view taken by us hereinabove.

146. It is further to be noted that the Income Tax Authorities had approached this Court with respect to income tax dues concerning the present petitioner by way of Special Leave Petition (Civil) No. 6483 of 2018. This Court passed the following order in the said special leave petition on 10-8-2018 [CIT v. Monnet Ispat & Energy Ltd., (2018) 18 SCC 786 : (2019) 3 SCC (Civ) 252] : (Monnet Ispat & Energy Ltd. Case [CIT v. Monnet Ispat & Energy Ltd., (2018) 18 SCC 786 : (2019) 3 SCC (Civ) 252] , SCC pp. 786-87, paras 1-3)

"1. Heard. Delay, if any, is condoned.

2. Given Section 238 of the Insolvency and Bankruptcy Code, 2016, it is obvious that the Code will override anything inconsistent contained in any other enactment, including the Income Tax Act. We may also refer in this connection to Dena Bank v. Bhikhabhai Prabhudas Parekh & Co. [Dena Bank v. Bhikhabhai Prabhudas Parekh & Co., (2000) 5 SCC 694] and its progeny, making it clear that income tax dues, being in the nature of Crown debts, do not take precedence even over secured creditors, who are private persons.

3. We are of the view that the High Court [CIT v. Monnet Ispat & Energy Ltd., 2017 SCC OnLine Del 12759] of Delhi, is, therefore, correct in law. Accordingly, the special leave petitions are dismissed. Pending applications, if any, stand disposed of."

147. In ordinary course, we would not have entertained such a petition directly under Article 32 of the Constitution. However, a question of law, which arises for consideration in the present petition has been considered by us in this batch of matters. In that view of the matter, we find that it would not be in the interest of justice to non-suit the present petitioner when we have specifically decided question of law which would govern the present case also. As such, the present petition is allowed.

148. We hold and declare that the respondents are not entitled to recover any claims or claim any debts owed to them from the corporate debtor accruing prior to the transfer date. Needless to state that the consequences thereof shall follow.”

10. However, both the learned counsel appearing for the respondents have something to say as regards the judgment of this court in the case of Ghanshyam Mishra (Supra). According to them:-

A. The judgment of Ghanshyam Mishra (supra) makes it mandatory that unless the claims are lodged before the Resolution Professional and considered one way or the other in the Resolution Plan, it would be inappropriate to allow claims being pursued outside the Resolution Plan.

B. There is no dispute on this principle. However, to bench mark statutory authorities along with other claimants and mandate that every statutory authority ought to have filed the claims before the Resolution Professional and should have been considered as a part of the plan, may require reconsideration at least in the case of statutory authorities and statutory demands. The reason being

there is a distinction between players in the business and the statutory authorities. Players in the business need to be vigilant and follow the due process contemplated by becoming a claimant and launching their claims on time. However, in the case of statutory demands, the principal function of such statutory authorities is to administer defined segment of the law across the spectrum as is made applicable by the respective statutes. The role of the statutory authority is not akin to that of players in the business. This distinction has not been argued in Ghanshyam Mishra (Supra).

C. Secondly, the Insolvency and Bankruptcy Code, 2016 (IBC) prescribes statutory functions and responsibility of Resolution Professional. The statutory liabilities will always figure and find place in the records of the corporate debtors. Instead of insisting the statutory authorities across India to be vigilant and pursue the role of a claimant, these demands would always be part of the records of the corporate debtor and the resolution professional is duty bound to collate the same.

D. An enforceable statutory demand is again not comparable with business claims which are covered by several aspects including limitations. Whereas a statutory demand is enforceable by law and would be readily available in the records of the corporate debtor. It is more a role of the Resolution Professional to collate and deal with the same in accordance with the statutory mechanism of IBC and to decide to what extent statutory claims be assimilated as a part of claim. However, the onus is only on the Resolution Professional and this cannot be shifted on the statutory authorities which is spread across the country. These crucial aspects of the roles and functional of the Resolution Professional has not been argued before Ghanshyam Mishra (Supra).

E. In the light of the above, the view expressed in Ghanshyam Mishra (Supra) may have to be re-argued and reconsidered in an appropriate matter."

11. However, keeping in mind the position of law, as on date, the petitioners need not answer the reservations expressed by the learned ASG on the correctness of the judgment rendered in Ghanshyam Mishra (Supra).

12. In view of the aforesaid, the impugned notice dated 18.11.2020 issued by the respondent no. 2 herein is quashed. All other consequential proceedings also stand terminated.

13. In the aforesaid, the petition stands disposed of.

14. Pending application(s), if any, stand disposed of.

.....J.  
[J.B.PARDIWALA]

.....J.  
[R.MAHADEVAN]

New Delhi  
18<sup>th</sup> December, 2024.

ITEM NO.2

COURT NO.14

SECTION X

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Writ Petition (Civil) No. 1438/2020

JSW ISPAT SPECIAL PRODUCTS LIMITED & ANR. Petitioner(s)

VERSUS

UNION OF INDIA & ANR. Respondent(s)

(IA No. 132229/2020 - EX-PARTE STAY  
IA No. 132233/2020 - EXEMPTION FROM FILING AFFIDAVIT  
IA No. 78864/2021 - PERMISSION TO FILE ADDITIONAL  
DOCUMENTS/FACTS/ANNEXURES)

Date : 18-12-2024 The matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA  
HON'BLE MR. JUSTICE R. MAHADEVAN

For Petitioner(s) Mr. Neeraj Kishan Kaul, Sr. Adv.  
Mr. Mahesh Agarwal, Adv.  
Mr. Rohan Talwar, Adv.  
Mr. Chirag Nayak, Adv.  
Mr. Naman Agarwal, Adv.  
Mr. Ira Mahajan, Adv.  
Mr. E. C. Agrawala, AOR

For Respondent(s) Mr. Gurmeet Singh Makker, AOR  
Mr. N Venkataraman, A.S.G.  
Mr. Rupesh Kumar, Adv.  
Mr. Mohd. Akhil, Adv.  
Ms. Seema Bangani, Adv.  
Ms. Priyanka Terdal, Adv.  
Ms. Preeti Rani, Adv.

Mr. Arvind Kumar Sharma, Aor, Adv.

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

1. Application seeking permission to substitute the name of the petitioner no.1 from 'M/s JSW ISPAT SPECIAL PRODUCTS LIMITED' to 'JSW STEEL LIMITED' is allowed. Cause title be amended accordingly.
2. The Writ Petition is disposed of in terms of the signed order.
3. Pending application(s), if any, stand disposed of.

(CHANDRESH)  
COURT MASTER (SH)

(POOJA SHARMA)  
COURT MASTER (NSH)

(Signed order is placed on the file)