



**IN THE HIGH COURT OF MADHYA PRADESH  
AT JABALPUR**

**BEFORE**

**HON'BLE SHRI JUSTICE SURESH KUMAR KAIT,  
CHIEF JUSTICE**

**&**

**HON'BLE SHRI JUSTICE VIVEK JAIN**

**WRIT PETITION No. 27118 of 2023**

**UJJAWAL CHAUHAN**

**Versus**

**DIRECTORATE GEOLOGY OF MINES AND OTHERS**

**WITH**

**WRIT PETITION No.25436 of 2023**

**SHISHIR RAO KHANDAR**

**Versus**

**STATE OF MADHYA PRADESH AND OTHERS**

**WRIT PETITION No.28657 of 2023**

**M/S VANSHIKA CONSTRUCTION**

**Versus**

**STATE OF MADHYA PRADESH AND OTHERS**

---

**Appearance:**

Shri Shreyas Dharmadhikari – Advocate with Shri Teerthesh Bharilya, Shri Shueb Hasan Khan and Shri Utkarsh Sonkar for petitioners.



NEUTRAL CITATION NO. 2025:MPHC-JBP:21271

W.P.No. 27118/ 2023 & others

Shri Prashant Singh – Advocate General with Shri Amit Seth - Additional Advocate General for respondents/State.

Shri Sahil Sonkusale – Advocate for respondent – M.P. State Mining Corporation.

---

Reserved on	-	08.04.2025
Pronounced on	-	07.05.2025

---

### **ORDER**

***Per: Justice Suresh Kumar Kait, Chief Justice***

1. The petitioners have filed these petitions under Article 226 of the Constitution of India praying for the following reliefs:-

#### **In W.P.No.27118/2023**

*“(i) Call for the entire records of the case for its kind perusal.*

*(ii) Issue a Writ in the nature of Mandamus granting extension of time in accordance with Rule 18(3) read with Rule 18(11) of the M.P. Sand Rules, 2019.*

*(iii) Issue a Writ in the nature of Certiorari to quash and set aside the order dated 11.10.2023 (Annexure P-11).*

*(iv) Any other writ/ writs, order/ orders, relief/ reliefs deemed fit and proper in the facts and circumstances of the present case may also kindly be granted in favour of the petitioner in the interest of justice.*

*(v) Saddle the cost of the petition on the respondents.”*

#### **In W.P.No.25436/2023**



NEUTRAL CITATION NO. 2025:MPHC-JBP:21271

W.P.No. 27118/ 2023 & others

*“(i) Issue a writ/writs, order/orders more particularly in the nature of mandamus directing the respondents not to seize/ forfeit/ confiscate/ dispose the legally excavated sand belonging to the petitioner lying in his stockyards quantity 3,90,597,185/- cub.mtr. and issue ETP for stock for raising this royalty paid stock quantity.*

*(ii) Issue a writ/writs, order/orders more particularly in the nature of mandamus directing the respondents to grant the benefit of relaxation under Rule 18 by extending the period of lifting of royalty paid stock and issuance of ETP for a period of 90 days from date of expiry of contract dated 30.08.2023 granted to other such contractors in pursuance of circulars/instruction of State Government after physical variation as required stocks.*

*(iii) Any other writ/writs, order/orders, relief/ reliefs as deemed appropriate fit and proper in the facts and circumstances of the present case may also kindly be granted in favour of the petitioner.”*

**In W.P.No.28657/2023**

*“(i) Issue a writ to quash the impugned order dated 30.09.2023 (Annexure P/13) and the impugned order dated 06.10.2023 (Annexure P/14) forfeiting the royalty paid stock of sand of the petitioner as being arbitrary, illegal and violative of Article 14 of the Constitution of India.*

*(ii) Issue a writ in the nature of mandamus directing the respondents to grant the benefit of relaxation under Rule 18 by extending the period of lifting of royalty paid stock and issuance of ETP for a period of 90 days from date of expiry of contract dated 30.08.2023 as granted to other such contractors in pursuance of circulars/instruction of State Government after physical variation as required stocks.*



NEUTRAL CITATION NO. 2025:MPHC-JBP:21271

W.P.No. 27118/ 2023 & others

*(iii) Issue a writ in the nature of Mandamus directing the respondents to issue ETP for stock so as to enable the petitioner to lift the royalty paid stored as per a valid and subsisting storage license.*

*(iv) Issue any other writ, order or direction as this Hon'ble Court deems fit."*

2 Since the facts and issues involved in the present petitions are same and similar, therefore, the present petitions are being disposed of by this common order. The facts and annexures shall be discussed with reference to Writ Petition No.27118 of 2023, however, facts of other petitions shall not be repeated for the sake of brevity being similar.

3. The facts as narrated in the petition are that in pursuance to the Notice Inviting Tender issued by the respondent No.2 Collector, Harda for lifting and sale of minor mineral sand, the petitioner participated in the auction proceedings and the bid of the petitioner was accepted being the highest bidder. Thereafter, a Letter of Acceptance dated 01.02.2020 was issued on 22.01.2020 vide Annexure P/1. In terms of the conditions of the NIT and LOI, the petitioner deposited 50% of the total contract value i.e. Rs.13,50,00,000/-. An agreement dated 09.03.2020 was executed vide Annexure P/2.

4. Further case of the petitioner is that the State Government issued Circular dated 26.05.2020 vide Annexure P/3 granting certain relief to the Covid-19 affected mines in which it was mentioned that subject to submission of application for extension of license period, the same shall be extended for a period of one year i.e. upto 30.06.2023 and in terms whereof, the petitioner also executed a supplementary agreement vide Annexure P/4 dated 30.09.2021. Para 4(Kha) of the said agreement, it is



quite and explicitly clear that the recovery of 10% increment of the contract amount shall be made from the petitioner after expiry of period of contract i.e. 30.06.2023 by way of extending period of contract for at least 60 days upto 30.08.2023. It is further submitted that the petitioner filed an application for extension of period of license and entered into a supplementary agreement on 30.09.2021 with the Collector. In furtherance of the same, the petitioner was continuing the mining operations of the sand upto 30.06.2023.

5. Further case of the petitioner is that the State Government issued Circular dated 07.07.2023 whereby the period of stock license (Annexure P/5) was extended till 30.09.2023 to ensure continuous supply of sand to the market and sand-end-users who were engaged in construction work as contemplated under Rule 18(11) of the Madhya Pradesh Sand (Mining, Transportation, Storage and Trading) Rules, 2019 (for short “the Sand Rules, 2019) and the same was reiterated by the Director (Administration and Mining) vide its letter dated 08.07.2023 (Annexure P/6), which reflects that the dead line to remove the mineral from the stockyard was extended upto 30.09.2023 for contracts whose period expired on 30.06.2023. It is further submitted that as per Rule 18 of the Sand Rules, 2019, if the quantity of sand available in the stockyard is more than 1,00,000 cubic meter, the Director will extend the period of the license, after expiry of contract, for 90 days and if it is below said quantity, the Collector will grant extension for a period of 30 days. The Sand Rules, 2019 was also amended vide Notification dated 26.05.2023.

6. It is further submitted by the petitioner that in view of the provision under Rule 18(3) of the Sand Rules, 2019, the petitioner filed a



representation dated 04.09.2023 (Annexure P/9) requesting to grant additional three months' time for lifting the sand. As the same was not being considered, the petitioner approached this Court by filing Writ Petition No.24617/2023. The said petition was disposed of by this Court vide order dated 29.09.2023 with a direction to the respondents to consider the representation within a period of 10 days. In pursuance thereof, the respondent No.1- Director, Geology of Mines considered and dismissed the said representation by the impugned order dated 11.10.2023 (Annexure P/11). Hence, the present petition has been filed against the said rejection of his representation.

7. Learned counsel for the petitioner submitted that in all the three petitions, the relief as sought for is with regard to extension of period of time of contract. Drawing attention of this Court to Rule 18(11) of the Sand Rules of 2019, he argued that the same specifically provides that in case of expiry or cancellation of the contract the licensee shall remove the sand available on the storage place within a period of one month from the date of such expiry or cancellation of the contract. He vehemently argued that so far as other contractors are concerned, their agreements expired on 30.06.2023 and as per rule, they had been granted 30 days i.e. from 01.07.2023 to 31.07.2023. The State Government issued a Circular dated 08.07.2023 (Annexure P/6) relaxing Rule 18(11) of the Sand Rules, 2019 and period was extended for a further period of 60 days i.e. 01.08.2023 to 30.09.2023, thereby the other contractors got 60 days' time extra. But the petitioner was prejudiced as he was granted only 30 days time starting from 01.09.2023 to 30.09.2023 as his contract expired on 30.08.2023. No benefit of 60 days was given to the petitioner. In support



of his contention, he has placed reliance on the decision of the Division Bench of this Court in the case of ***Devesh Deshmukh Vs. State of Madhya Pradesh and others*** in Writ Petition No.7350/2022 decided on 04.05.2022 to contend that the petitioner should be granted the same benefit. Thus the petitioner is claiming the same benefit as was given to the other contractors.

8. Denying the averments of the petitioner, learned Advocate General contended that petitioner's representations seeking permission to lift and dispose of stocked mineral sand beyond the period 30.09.2023 were rightly rejected. The petitioner is mainly seeking an additional extension of 60 days with a direction to the respondents to issue an E-Transit Pass to facilitate the lifting of stocked mineral sand. The submission of the petitioner that he has been discriminated as he was granted only 30 days time upto 30.09.2023 while other contractors were granted extension of total period of 90 days is entirely misconceived. Learned Advocate General has drawn attention of this Court to the order dated 08.04.2024 passed in this petition, wherein this Court arrived at a prima facie conclusion that the petitioner has been granted a total period of 90 days similar to other contractors in one way or the other.

9. Learned Advocate General further contended that first agreement of contract of the petitioner was executed on 09.03.2020, which expired on 30.06.2023. Thereafter, in view of Covid-19 relief package, petitioner's contract was extended on his own request upto 30.08.2023 i.e. for two months for the purpose of lifting the already stocked mineral sand. This extension was granted in accordance with the order dated 27.06.2023 (Annexure R/1) issued by the Collector, which explicitly



NEUTRAL CITATION NO. 2025:MPHC-JBP:21271

W.P.No. 27118/ 2023 & others

mandated that during this extended period, no fresh excavation of sand was permissible in the light of the prohibition imposed in terms of Sustainable Sand Mining Management Guidelines, 2016. Further submitted that in compliance of Rule 18(11) of the Sand Rules, 2019, an additional period of 30 days upto 30.09.2023 was granted to the petitioner for lifting the same. In view of the unequivocal statutory prescription, the petitioner cannot seek deviation from the Sand Rules, 2019. It is further submitted that the Circulars dated 07.07.2023 and 08.07.2023 (Annexure P/6) issued by the State Government clearly prescribe an outer limit of 30.09.2023 for lifting the already stocked sand.

10, So far as reliance placed by the learned counsel for the petitioner on the order dated 04.05.2022 passed by this Court in Writ Petition No.7350 of 2022 – ***Devesh Deshmukh Vs. The State of Madhya Pradesh and others*** is concerned, learned Advocate General contended that the said order pertains to an entirely distinct factual scenario and holds no relevance to the present case. In the case of Narmadapuram, the mining activity was initiated pursuant to an interim order passed by this Court in W.P.No.28431/2021, which was subsequently modified by the order dated 03.03.2023, pursuant thereto, auction proceedings were conducted for a limited period of three months in the district. Furthermore, specific instructions were issued by the Director of Geology and Mining, which are entirely unrelated to the present dispute. It is also informed by the learned Advocate General that Writ Petition No.7350 of 2022 was listed on 11.10.2023, the same was dismissed as withdrawn. Thus there was no adjudication on merits and even otherwise the benefit of order dated 04.05.2022 could not be granted to the petitioner. The said





order of this Court was challenged before the Supreme Court in SLP No.9588-9589/2022. The said SLP was disposed of vide order dated 02.04.2025 by the Supreme Court on the statement of the petitioner therein that said petitions do not survive with the passage of time.

11. The learned Advocate General further submitted that the representation of the petitioner clearly shows that he was granted an extension upto 30.09.2023 but failed to utilize the time effectively. The petitioner has exhausted the extended period permissible under Rule 18(11) of the Sand Rules, 2019. The stocked mineral sand has already been seized by the State under separate orders and its custody was with the petitioners. However, in view of status-quo order of this Court, the seized sand has not yet been transferred.

12. It is the case of the petitioner that his contract period was extended under the Covid-19 relief package named Rahat Yojna and he entered into a supplementary agreement on 30.09.2021. However, benefit of relaxation under Rule 18(11) of the Sand Rules, 2019 in terms of Circular No.8633/Group-3/Na.Ka.47/2023 dated 08.07.2023 (Annexure P/6) issued by the Directorate (Geology and Mining) was not given to the petitioner. His contract period was extended from 30.06.2023 to 30.08.2023. Learned counsel for the petitioner contended that he should be provided 90 days extension for lifting of sand from 30.8.2023 i.e. the date of expiry of petitioner's contract, but he was given only 30 days under Rule 18(11) of the Sand Rules, 2019.

13. The learned counsel for the respondents submitted that the petitioner was already given the benefit of relaxation under 18(11) of the



Sand Rules of 2019 initially for a period of 60 days and thereafter for a period of 30 days for lifting of sand. Thus, a total period of 90 days was given to the petitioner. Learned counsel for the respondents further submitted that the contract period expired on 30.06.2023 for all the contractors who opted for extension of license under the Government Circular named Rahat Package. Hence, petitions are liable to be dismissed.

14. Heard learned counsel for the parties and perused the material on record.

15. We may note that Circular dated 26.05.2023, Annexure P/3 was issued granting relaxation due to Covid-19 pandemic. For ready reference, the same is reproduced herein as under:-

“मध्यप्रदेश शासन  
खनिज साधन विभाग  
मजालय

क्रमांक: एफ 19-3/2020/12/1 भोपाल, दिनांक: 26.5.2020

प्रति,

प्रबंध संचालक,  
मध्यप्रदेश राज्य खनिज निगम,  
ब्लॉक-'अ', द्वितीय तल, जेल रोड,  
अरेरा हिल्स, भोपाल, (मध्यप्रदेश), 462011.

विषय: मध्यप्रदेश रेत (खनन, परिवहन, भंडारण एवं व्यापार) नियम,  
2019 के अंतर्गत रेत खनिज के स्वीकृत ठेकों को कोविड 19  
महामारी के दृष्टिगत राहत दिये जाने के संबंध में।

उपरोक्त विषयांतर्गत मध्यप्रदेश रेत (खनन, परिवहन, भंडारण  
एवं व्यापार) नियम, 2019 के अंतर्गत रेत खनिज के स्वीकृत ठेकों में



कोविड-19 महामारी के कारण व्यवसायिक गतिविधियां प्रभावित हुई हैं। मध्यप्रदेश शासन, सामान्य प्रशासन विभाग के आदेश क्रमांक डी-446/2020/एक (1) दिनांक 13.05.2020 से कोविड-19 महामारी के परिणाम स्वरूप राज्य के कर एवं गैर कर राजस्व में होने वाली संभावित कमी का आंकलन करने, राजस्व प्राप्ति से संबंधित अनुबंध, जिनका निष्पादन हो चुका है अथवा होना शेष है, के क्रियान्वयन में आने वाली समस्याओं के निवारण तथा राजस्व आय को बढ़ाये जाने के संबंध में समीक्षा कर उपाय प्रस्तुत करने हेतु मंत्री समूह का गठन किया गया। मंत्री समूह से प्राप्त अनुशंसा के आधार पर राज्य शासन द्वारा पूर्ण विचारोपरांत निम्नानुसार निर्णय लिया गया है:-

(अ) लॉकडाउन अवधि दिनांक 22.03.2020 अथवा अनुबंध दिनांक, जो भी बाद में हो, से दिनांक 17.05.2020 तक वास्तविक उत्खनित मात्रा पर ही राशि ली जावे एवं देय किश्त राशि (समानुपातिक गणना के आधार पर) से छूट प्रदान की जावे।

(ब) दिनांक 18.05.2020 अथवा अनुबंध दिनांक, जो भी बाद में हो से दिनांक 31.10.2020 तक ठेकेदारों से वास्तविक उत्खनित मात्रा पर अनुबंधित दरों पर राशि ली जावे।

(स) बिन्दु क्रमांक (ब) में उल्लेखित अवधि की देय किश्त राशि में से, वास्तविक उत्खनित मात्रा पर वसूल की गई राशि, का समायोजन करते हुए, शेष राशि को बिना ब्याज लिये विलंबित किया जाये। जिसकी वसूली 06 समान किश्तों में दिनांक 01.11.2020, (दो माह की समानुपातिक देय राशि), 01.01.2021, 01.04.2021, 01.07.2021, 01.10.2021 एवं दिनांक 01.01.2022 को देय नियमित किश्तों के साथ की जाये।

(द) मध्यप्रदेश रेत (खनन, परिवहन, भंडारण एवं व्यापार) नियम, 2019 के नियम 9 के प्रावधान को शिथिल करते हुए वार्षिक ठेका धन में 10 प्रतिशत की बढ़ोतरी के साथ, दिनांक 30.06.2023 तक ठेकेदार के अनुरोध पर ठेके की अवधि बढ़ाई जावे।



(ई) मध्यप्रदेश रेत (खनन, परिवहन, भंडारण एवं व्यापार) नियम, 2019 के नियम 12 में उल्लेखित वैधानिक अनुमतियों को अनुबंध निष्पादन के पूर्व प्राप्त करने की अनिवार्यता को शिथिल किया जावे। ऐसे शिथिलीकरण उपरांत नियम 13 के तहत निष्पादित अनुबंध में, वैधानिक अनुमतियां प्राप्त होने के पश्चात ही खदान संचालित किये जाने की, शर्त अधिरोपित की जावे। इस प्रकार से निष्पादित अनुबंध में ठेके की किश्त की राशि दिनांक 08.06.2020 अथवा जल-वायु सम्मति दिनांक से, जो भी पहले हो, वसूल की जाये।

(फ) उपरोक्तानुसार उल्लेखित राहत केवल उन्हीं जिला समूहों के रेत ठेकेदारों को दी जावे, जिनके द्वारा दिनांक 06.06.2020 तक अनुबंध का निष्पादन किया गया हो।

उपरोक्त निर्णय से सभी ठेकेदारों / सफल निविदाकारों, जिनके साथ अनुबंध निष्पादन किया जा चुका है अथवा जिन्हें एल.ओ.आई. जारी की जा चुकी है, अवगत कराया जाये तथा उक्त बिन्दुओं पर आवश्यक कार्यवाही सुनिश्चित कराई जाये।

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार

(प्रकाश प्रन्ने)

अवर सचिव

म.प्र. शासन, खनिज साधन विभाग

भोपाल, दिनांक: 26.5.2020”

16. Another Circular was issued by the State Government on 24.06.2021 (Annexure P/5 to W.P.No.28657/2023) which is reproduced as under :-

“मध्यप्रदेश शासन

खनिज साधन विभाग मंत्रालय

क्रमांक:एफ 19-3/2020/12/1/पार्ट/4026 भोपाल,दिनांक:-24/06/2021

प्रति,



प्रबंध संचालक,  
मध्यप्रदेश राज्य खनिज निगम,  
ब्लॉक 'अ', द्वितीय तल, जेल रोड,  
अरेरा हिल्स, भोपाल, (मध्यप्रदेश), 462011.

विषय:-मध्यप्रदेश रेत (खनन, परिवहन, भंडारण एवं व्यापार) नियम, 2019 के अंतर्गत रेत खनिज के स्वीकृत ठेकों को कोविड 19 महामारी के दृष्टिगत राहत दिये जाने के संबंध में।

उपरोक्त विषयांतर्गत विभाग द्वारा परिपत्र दिनांक 26.05.2020, दिनांक 18/06/2020 एवं दिनांक 31/12/2020 से मध्यप्रदेश रेत (खनन, परिवहन, भंडारण एवं व्यापार) नियम, 2019 के अंतर्गत रेत खनिज के स्वीकृत ठेकों में कोविड-19 महामारी के दृष्टिगत राहत एवं ठेका धन के भुगतान में शिथिलता प्रदान की गई थी।

राज्य शासन द्वारा पूर्णविचारोपरांत कोविड-19 महामारी की द्वितीय लहर के परिणाम स्वरूप कोरोना कर्फ्यू (आंशिक लॉकडाउन) से प्रभावित रेत व्यवसाय को राहत देने के संबंध में मध्यप्रदेश रेत (खनन, परिवहन, भण्डारण एवं व्यापार) नियम 2019 के अंतर्गत निम्नानुसार राहत प्रदान करने का निर्णय लिया गया है:-

(1) (क) रेत समूह के ठेकेदारों द्वारा माह मई से सितंबर, 2021 की मासिक देय किश्त राशि का न्यूनतम 50 प्रतिशत राशि का भुगतान माह के प्रथम दिवस में देय होगा।

ख) माह मई, 2021 में उपरोक्त जमा राशि की मात्रा एवं पूर्व में उपलब्ध स्टॉक से अधिक मात्रा की रेत विक्रय करने की स्थिति में ठेकेदार को माह मई, 2021 की जमा किश्त राशि से अधिक विक्रित मात्रा की राशि माह जून, 2021 के प्रथम दिवस को Pay as you go के सिद्धांत के आधार पर जमा कराई जाए। माह के लिये जमा की जाने वाली कुल राशि मासिक देय किश्त से अधिक नहीं होगी। यही प्रक्रिया



आगामी माहों के लिये भी लागू होगी। शेष राशि को बिना व्याज के विलम्बित किया जाए।

(2) जिन रेत समूहों के ठेके 30 जून, 2023 तक अनुबंधित हैं, उनसे उपरोक्त कंडिका क्रमांक - (1) अनुसार विलम्बित राशि की वसूली 01 अप्रैल, 2022 से तिमाही किश्त के रूप में पाँच समान किश्तों में वसूल की जाए।

(3) जिन रेत समूहों के ठेके 30 जून, 2022 को समाप्त हो रहे हैं, वे मध्यप्रदेश शासन, खनिज साधन विभाग के परिपत्र दिनांक 26 मई, 2020 के अनुसार 30 जून, 2023 तक ठेका वृद्धि प्राप्त करने का विकल्प दिनांक 31 जुलाई, 2021 तक प्राप्त कर सकेंगे।

जिन ठेकेदारों द्वारा ठेका वृद्धि का विकल्प नहीं चुना जाता, उन्हें उपरोक्त कंडिका क्रमांक (1) अनुसार विलंबित राशि का भुगतान 01 जनवरी, 2022 से 06 समान नासिक किश्तों में करना होगा।

(4) (क) मध्यप्रदेश रेत (खनन, परिवहन, भण्डारण एवं व्यापार) नियम, 2019 करते हुए रेत ठेकेदार माह हेतु देय किश्त का आंशिक भुगतान, जो न्यूनतम 25 प्रतिशत होगा, माह में कर सकेंगे। इस राशि की समानुपातिक रेत मात्रा भी ठेकेदार को उठाव हेतु जारी की जाए।  
स्पष्टीकरण : स्पष्ट किया जाता है कि 01 जुलाई, 2022 को मध्यप्रदेश रेत (खनन, परिवहन, भण्डारण एवं व्यापार) नियम, 2019 के नियम 10 के प्रावधान अनुसार रेत वर्ष 2022-23 के लिये 10 प्रतिशत की वार्षिक वृद्धि लागू होगी।

(ख) इस विलंबित राशि की वसूली 30 जून, 2022 30 जून 2023 को प्रचलित दर पर, समानुपातिक रूप से, अनुबंधित अवधि की समाप्ति उपरांत, रेत ठेका दिवस में वृद्धि कर की जाए। इस राशि की मात्रा रेत ठेकेदार को अतिरिक्त रूप से ठेका अवधि के अंतिम वर्ष में, वैधानिक स्वीकृतियों के अधीन, भुगतान करने पर उठाव हेतु उपलब्ध होगी।



(ग) ठेकेदार को उपरोक्त कंडिका (ख) अनुसार बड़ी हुई अवधि के लिये दिनांक 30 सितंबर, 2021 तक पूरक अनुबंध का निष्पादन करना होगा। इस नियत अवधि में पूरक अनुबंध निष्पादित न किये जाने की स्थिति में ठेकेदार उपरोक्त सुविधा प्राप्त नहीं कर सकेंगे।

(5) मध्यप्रदेश रेत (खनन, परिवहन, भण्डारण एवं व्यापार) नियम, 2019 के नियम 10(2) एवं खनिज साधन विभाग के परिपत्र दिनांक 31 दिसंबर 2020 में आशिक संशोधन करते हुए रेत ठेकेदार माह हेतु देय किश्त का आंशिक भुगतान, जो न्यूनतम 25 प्रतिशत होगा, माह में कर सकेंगे। इस राशि की समानुपातिक रेत मात्रा भी ठेकेदार को उठाव हेतु जारी की जाए।

किन्तु ठेकेदार को माह की देय शेष किश्त की राशि एवं अन्य शोध्यों का भुगतान अनिवार्य रूप से उसी माह में मध्यप्रदेश रेत (खनन, परिवहन, भण्डारण एवं व्यापार) नियम, 2019 के नियम 13(2) में निर्धारित ठेका अनुबंध प्ररूप-पांच की कंडिका-5(1) में विहित प्रावधानों अनुसार करना होगा।

(6) जिन ठेकेदारों द्वारा माह मई, 2021 की सम्पूर्ण किश्त राशि जमा कर दी गई है उस राशि को उपरोक्तानुसार समायोजित की जाए।

(7) यह सुविधा, केवल उन्हीं ठेकेदारों को दिया जाए, जिनके द्वारा अप्रैल, 2021 तक की सम्पूर्ण देय बकाया राशि । किश्तों का भुगतान किया गया है एवं उनके द्वारा इस सुविधा को प्राप्त करने हेतु सहमति प्रदान कर दी जाती है।

उपरोक्त निर्णय से सभी ठेकेदारों / सफल निविदाकारों को अवगत कराया जाये तथा उक्त विन्दुओं पर आवश्यक कार्यवाही सुनिश्चित कराई जाये।

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार



(प्रकाश पन्त्रे)

अवर सचिव

म.प्र. शासन, खनिज साधन विभाग

भोपाल, दिनांक:-24/06/2021”

17. After the parties entered into agreement, Annexure P/4 dated 30.09.2021 for extension of license for the period which came to an end on 30.06.2022, the period of contract was extended till 30.06.2023 under the said Circular dated 24.06.2021. The said agreement is reproduced as under:-

“यह करार एक पक्ष के रूप में जो कार्यपालन संचालक, म.प्र. राज्य खनिज निगम के माध्यम से कार्य करते हयें म.प्र. के राज्यपाल, जिस अभिव्यक्ति में उनके पद उत्तरवर्ती सम्मिलित हैं एवं अन्य पक्ष में श्री श्रीमती/कुमारी मेसर्स उज्जवल चौहान, संतोषी माता वार्ड नं. 25 पाढर्णा, छिन्दवाडा (म. 2./480334. पुत्र / पत्नी / पुत्री श्री दशस्थ सिंह निवासी संतोषी माता वार्ड न. 25 पाढर्णा, छिन्दवाडा तहसील बाद जिला छिन्दवाडा (म.प्र.) जिसे इसमें इसके पश्चात 'ठेकेदार' कहा गया है जिस अभिव्यक्ति में, जहां की गदर्भ ऐसा स्वीकार करता है, उसके वारिस, निष्पादक, प्रशासन, प्रतिनिधि और अनुज्ञात समनुदेशिनी शामिल हैं. के बीच आज दिनांक 30 माह 09 सन 2021 को व्यापारिक खदान के लिए किया गया।

1. मध्य प्रदेश रेत खनन, परिवहन मंडारण एवं व्यापार (नियम 2019 के अनुसार में मध्यप्रदेश रेत खनन परिवहन, भंडारण एवं व्यापार) नियम 2019 के अनुसरण में मध्यप्रदेश रेत खदानों के समूह जिला हेतु मेसर्स उज्जवल चौहान के साथ निर्धारित





प्रारूप में दिनांक 09.03.2020 से 30.06.2022 की अवधि हेतु जिला समूह हरदा के लिए दिनांक 09.03.2022 को अनुबंध निष्पादित किया गया, जो कि दिनांक 16.03.2020 को पंजीकृत कराया गया जिसका ई पंजीयन क्रमांक MP1500202001202063 है।

मध्य प्रदेश शासन, खनिज साधन विभाग द्वारा परिपत्र क्रमांक एफ 19-3/2020/12/1 दिनांक 26.05.2021 के अनुक्रम में मेसर्स उज्जवल चौहान के साथ निर्धारित प्रारूप में दिनांक 01.07.2022 से 30.06.2023 की अवधि हेतु जिला समूह हरदा के लिए दिनांक 30.09.2021 के पूरक अनुबंध के निर्देश प्राप्त के अनुपालन में पंजीकृत कराया जा रहा है।

2. मध्य प्रदेश शासन, खनिज साधन विभाग द्वारा परिपत्र क्रमांक एफ 19-3/2020/12/1/ पार्ट 4026 दिनांक 24.06.2021 द्वारा मध्य प्रदेश रेत खनन परिवहन भंडारण एवं व्यापार नियम 2019 के अंतर्गत रेत खनिज के स्वीकृत ठेकों को कोविड-19, महामारी के दृष्टिगत राहत दिए जाने के संबंध में निर्देश जारी किए गए। जिसमें निम्नानुसार उल्लेख है :-

कंडिका 3 जिन रेत समूहों के ठेके 30 जून 2022 को समाप्त हो रहे हैं, ये मध्यप्रदेश शासन, खनिज साधन विभाग के परिपत्र दिनांक 26.05.2020 के अनुसार 30 जून, 2023 तक ठेका वृद्धि प्राप्त करने का विकल्प दिनांक 31 जुलाई 2021 तक प्राप्त कर सकेंगे। जिन ठेकेदारों द्वारा ठेका वृद्धि का विकल्प नहीं चुना जाता, उन्हें उपरोक्त कंडिक क्रमांक 1 अनुसार विलंबित राशि का भुगतान । जनवरी 2022 से 6 समान मासिक किश्तों में करना होगा।



कंडिका-4 (क) मध्य प्रदेश रेत (खनन, परिवहन, भंडारण एवं व्यापार) नियम, 2019 के नियम 10 के प्रावधान अनुसार रेत वर्ष 2021-22 के लिए 1 जुलाई 2021 को लगने वाली 10 प्रतिशत की वार्षिक वृद्धि को बिना ब्याज के विलंबित किया जाए।

स्पष्टीकरण स्पष्ट किया जाता है कि 01 जुलाई 2022 को मध्य प्रदेश रेत खनन, परिवहन भंडारण एवं व्यापार नियम 2019 के नियम 10 के प्रावधान अनुसार रेत वर्ष 2022-23 के लिये 10 प्रतिशत की वार्षिक वृद्धि लागू होगी।

(ख) इस विलंबित राशि की वसूली 30 जून 2022 /30 जून 2023 को प्रचलित दर पर, समानुपातिक रूप से अनुबंधित अवधि की समाप्ति उपरांत रेत ठेका दिवस में वृद्धि कर की जाए। इस राशि की मात्रा रेत ठेकेदार को अतिरिक्त रूप से ठेका अवधि के अंतिम वर्ष में वैधानिक, स्वीकृतियों के अधीन भुगतान करने पर उठाओं हेतु उपलब्ध होगी।

(ग) ठेकेदार को उपरोक्त कंडिका अनुसार बढी (ख) हुई अवधि के लिए दिनांक 30 सितंबर 2021 तक पूरक अनुबंध के निष्पादित न किए जाने की स्थिति में ठेकेदार उपरोक्त सुविधा प्राप्त नहीं कर सकेंगे।

3. उपरोक्त क्रम में जिला समूह हरदा के ठेकेदार मेसर्स उज्जवल चौहान, द्वारा अपने पत्र दिनांक 30/05/2021 से शासन के परिपत्र दिनांक 24.06.2021 के क्रम में ठेका अवधि दिनांक के उपरांत समानुपातिक अवधि हेतु विस्तारित 30.06.2023 किए जाने का अनुरोध किया है।



4. तदनुसार जिला समूह हरदा हेतु मेसर्स उज्जवल चौहान, के साथ निष्पादित अनुबंध दिनांक 09.03.2020 की अवधि दिनांक 30.08.2023 तक कंडिका-2 के अधीन विस्तारित की जाती है।

यह पूरक अनुबंध ठेकेदार एवं निगम के मध्य निष्पादित जिला समूह के मूल अनुबंध दिनांक 09.03.2020 का भाग होगा।“

18. The first agreement dated 09.03.2020 was executed by the petitioner with the respondent No.2 Collector for a period from 09.03.2020 to 30.06.2022. The supplementary agreement dated 30.09.2021 executed by the petitioner shows that the contract was extended till 30.06.2023 under the Covid-19 Rahat Package and clause 4(Kha) stipulates that the extension of two months period after the expiry of contract period from 30.06.2023 upto 30.08.2023 was permitted to the petitioner on his own request for the sole purpose of recovery of the deferred dues and only for lifting of the sand stored at storage place to the extent of deferred dues after obtaining required permission. In our view, it is not the extension of contract period. The sole purpose of extension was for lifting of the sand after the expiry of the license period on payment of deferred dues, which was ended on 30.06.2023. The petitioner was also given 30 days' time under Rule 18(11) of the Sand Rules of 2019. Thus, the petitioners were already given the total period of 90 days from 30.06.2023 by virtue of the Circular and on relaxation of Rule 18(11). Hence, we are of the considered view that it cannot be said that the petitioners were discriminated and treated unfairly in comparison to other contractors who were given the similar benefit.



NEUTRAL CITATION NO. 2025:MPHC-JBP:21271

W.P.No. 27118/ 2023 & others

19. On earlier occasion, this Court while passing the order dated 08.04.2024 in the case in hand was of the view that the contract period expired on 30.06.2023 and the same was extended upto 30.08.2023 by the agreement dated 30.09.2021. Thereafter, in terms of Rule 18(11) of the Sand Rules, 2019, the period was extended by a period of one month. The petitioner has already received an extended period of 90 days one way or the other. Therefore, the period granted is similar to one granted to other contractors. Hence, we are of the considered view that the petitioner would not be entitled to get the further extension of 60 days, therefore the relief sought for in these petitions cannot be granted to the petitioners.

20. The argument of the learned counsel for the petitioner is that as per Rule 18(3) of the Sand Rules, 2019, if the quantity of the sand available in the stockyard is more than 1,00,000 cubic meter, the Director will extend the period of the license after expiry of contract to the extent of 90 days and if it is below the said quantity, the Collector will grant extension for 30 days. In view thereof, the petitioner submitted a representation dated 04.09.2023 (Annexure P/9) under Rule 18(3) of the Sand Rules, 2019. The same was rejected by the authority by order dated 11.10.2023 (Annexure P/11).

21. Sub-rules (1), (2), (3), (4) and (11) of Rule 18 of the Sand Rules, 2019 provide as under:-

***“18. Storage of mineral sand.-***

*(1) All the License granted for storage of sand prior to the commencement of these rules shall be deemed to be cancelled from the date of publication of this notification.*



*The permission for disposal of sand validly stored shall be given. The licensee shall furnish details of quantity of mineral stored on storage place to the Collector within a period of 7 days from the date of notification.*

*(2) The licensee, after the publication of this notification shall not store new stock of sand, of storage place.*

*(3) The Collector shall, after receiving such details, enquire and verify the quantity of mineral stored. The permission may be accorded, to the licensee to remove/dispose-off quantity upto 1.00 lakh cubic meter sand stored legally, within a maximum period of 30 days. The arrangement for special permission for disposal shall be made on portal by the corporation, the period fixed may not be enhanced and the licensee may not be granted permission more than once from one storage place.*

*(4) If the quantity of mineral stored on storage place is more than 1.00 lakh cubic meter, the Collector after verification shall send proposal with recommendation to the Director. The Director after examining and fixing the period shall proceed for granting permission. The Director may grant maximum 90 days period for disposal of sand stored.*

\*\*\*

\*\*\*

\*\*\*

*(11) In case of expiry or cancellation of the contract the licensee shall remove the sand available on the storage place within a period of one month from the date of such expiry or cancellation of the contract, otherwise the mineral available on storage place shall be forfeited. Such forfeited mineral shall be disposed off by the Collector as per the procedure prescribed by the State Government and the amount so received shall be deposited in the Government treasury.”*

22. On considering the aforesaid Rule 18(3), the benefit under that rule could not be extended to the petitioner. The representation made by the petitioner has rightly been rejected by the authority. The benefit under Rule 18(3) and (4) would be available to those contractors whose licenses



were cancelled after the commencement of the Sand Rules, 2019. But the case in hand is different. The contracts were not cancelled after the commencement of the said Rules and their contract was extended till 30.06.2023 by executing a supplementary agreement. The Rule 18(1) provides that all the license granted for storage of sand prior to the commencement of these rules shall be deemed to be cancelled from the date of publication of this notification and the permission for disposal of sand validly stored shall be given to the licensee after furnishing details of quantity of mineral stored on storage place to the Collector within a period of 7 days. Hence, we are of the considered view that the benefit under Rule 18(3) and (4) could not be granted to the petitioners.

23. In view of above discussion and on examining the relevant material and legal position, we do not find any substance in these writ petitions. Consequently, the writ petitions being devoid of merit are hereby dismissed.

**(SURESH KUMAR KAIT)**  
**CHIEF JUSTICE**

**(VIVEK JAIN)**  
**JUDGE**

**C.**