

NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHI

Company Appeal (AT) (Insolvency) No. 904 of 2020

IN THE MATTER OF:

**Saurabh Kumar Tikmani, Resolution
Professional,
Lanco Amarkantak Power Ltd.**

....Appellant

Vs

NRSKS Mines and Minerals Pvt. Ltd.

....Respondent

Present:

For Appellant: Mr. Ramji Srinivasan, Sr. Advocate with Mr. Aayush Mitruka and Mr. Mohit Rohatgi, Advocates.

For Respondent: Mr. Mohit Chaudhary, Mr. Nitin Chowdary Pavulari, Ms. Garima Sharma, Mr. Amardeep, Advocates.

ORDER
(Through Virtual Mode)

19.10.2020: It is contended by Mr. Ramji Srinivasan, Sr. Advocate representing the Appellant that the contract validity period of one year has expired by efflux of time, limited by the contract validity clause. Meanwhile, three months extension was granted to the Appellant on the strength of which Appellant cannot seek or claim extension for another one year.

Issue notice upon Respondent. Notice on behalf of Respondent is waived and accepted by Mr. Mohit Chaudhary, Advocate. No further notice needs to be issued upon Respondent. Reply affidavit may be filed by the Respondent within 10 days. Rejoinder, if any, may be filed by the Appellant within 10 days thereof. Learned counsels for both the parties may file their short written submissions, not exceeding three pages, alongwith their pleadings.

Mr. Ramji Srinivasan, learned counsel representing the Appellant prays for stay of the impugned order, which is opposed by Mr. Mohit Chaudhary, learned

counsel representing the Respondent on the ground that the contract validity which initially remained for one year from 1st April, 2019 till 31st March, 2020 was to be extended for another year based on performance unless terminated earlier.

After hearing learned counsels for the parties, we find that the contract validity period beginning from 1st April, 2019 was contemplated to last till 31st March, 2020. There is an extension clause which allows extension for another year based on performance. On the strength of this extension clause no vested right is created in favour of Respondent. That apart, three months extension was granted by the Appellant which was further extended in view of the lockdown. Same is said to be effective till 31st October, 2020. This clearly demonstrates that there was no intention of extending the period beyond the initial period of one year. Thus, on the strength of the renewal clause which is only an enabling clause, the Respondent cannot base his claim for extension. We accordingly direct that the impugned order be stayed till next date of hearing.

List the appeal 'for admission (after notice)' on **11th November, 2020.**

**[Justice Bansi Lal Bhat]
Acting Chairperson**

**[Justice Jarat Kumar Jain]
Member (Judicial)**

**[Dr. Ashok Kumar Mishra]
Member (Technical)**

am/gc

Company Appeal (AT) (Insolvency) No. 904 of 2020