

File No. NA-104/2/2019-NA  
Government of India/भारत सरकार  
Ministry of Coal/कोयला मंत्रालय  
Office of Nominated Authority / नामनिर्दिष्ट प्राधिकारी का कार्यालय

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R.No.120- 1st Floor, F-Wing, Shastri Bhawan,  
New Delhi, Date: 18.12.2025

To

**The Chairman cum Managing Director,**  
**M/s Birla Corporation Limited,**  
1, Shakespeare Sarani,  
A.C. Market (2nd Floor),  
Kolkata – 700071

Subject: Termination of Coal Mine Development and Production Agreement executed on 18.12.2019 and Vesting Order issued on 10.02.2020 in respect of Brahampuri coal mine located in Madhya Pradesh State allocated to M/s Birla Corporation Limited (BCL) under the provisions of Coal Mines Special Provisions) Act, 2015 pursuant to surrender request

Ref:

1. Coal Mine Development and Production Agreement (CMDPA) dated 18.12.2019
2. Vesting Order dated 10.02.2020.
3. Office of Nominated Authority's letter (MoM) dt. 25.08.2025
4. M/s BCL letter dated 02.12.2025.

Sir,

Reference is invited to the Vesting Order dated 10.02.2020 issued in favour of M/s Birla Corporation Limited under the provisions of the Coal Mines (Special Provisions) Act, 2015, and the Coal Mine Development and Production Agreement (CMDPA) executed on 18.12.2019 for the Brahampuri coal mine located in Chhindwara (Dist.), Madhya Pradesh.

2. As per the CMDPA, the Successful Bidder was required to undertake development and operationalization of the Brahampuri coal mine in accordance with the Efficiency Parameters prescribed in Schedule E. It is noted that despite execution of the CMDPA and issuance of the Vesting Order, the allottee has not obtained the requisite statutory clearances, including Environmental Clearance, Forest Clearances, Mining Lease and Mine Opening Permission. Consequently, no meaningful on-ground development activities have commenced since allocation.

3. Despite the passage of more than 5 years since allotment [schedule date of operationalization is 10.05.2024], the mine has not been brought to operationalization as mandated under the CMDPA. Multiple milestone timelines have been breached without demonstrable progress toward statutory compliance or development activities.

4. In this context, it is pertinent to note that M/s BCL has instituted W.P. No. 1611/2023 before the Hon'ble High Court, wherein interim orders dated 01.02.2023 and 09.01.2024 direct that "no coercive action" shall be taken against M/s BCL by the Ministry of Coal. The Show Cause Notices issued for non-compliance with the Efficiency Parameters under the CMDPA in respect of the Brahampuri coal mine have remained pending for deliberation due to the interim protection granted by the Hon'ble Court. These include SCN dated 20.05.2022 (MS-3A), SCN dated 01.09.2022 (MS-3B & MS-4), SCN dated 05.06.2024 (MS-5), and SCN dated 22.04.2025 (MS-6 & MS-7). In view of the



subsisting judicial restraint, any further action by the Ministry of Coal on these Show Cause Notices shall be undertaken only upon, and in accordance with, the final outcome of the said writ petition.

5. The mine was also reviewed during the meeting held on 22.08.2025 (MoM dt.25.08.2025), wherein the allottee was directed to submit a firm Action Plan. No response has been received for credible implementation schedule or towards obtaining statutory approvals and operationalisation of coal block.

6. Subsequently, M/s BCL vide its letter dated 02.12.2025 submitted a request seeking surrender of the Brahampuri coal mine, requesting that surrender be accepted without appropriation of PBG and other dues.

7. While the allottee has attributed the request for surrender to various constraints, it is pertinent to note that no statutory approvals were obtained even after scheduled date of operationalization. The delays and non-performance are attributable solely to the allottee's failure to fulfil its contractual obligations.

8. The Brahampuri coal block is considered technically workable, and the non-performance arises from the allottee's lack of progress, absence of statutory compliance, and failure to mobilize development activities. Therefore, no contractual or statutory basis exists for any waiver or refund of the Performance Bank Guarantee or other payments made under the CMDPA.

9. As per Clause 24.3.1(o) of the CMDPA, surrender of the coal mine by the allottee constitutes a Termination Event. Under Clause 24.3.2, the Nominated Authority may terminate the CMDPA by providing 15 Business Days written notice. In terms of Clause 24.3.3, upon termination, the entire Performance Security and all payments made shall be forfeited, and the allottee shall not be entitled to any benefits under the CMDPA, but shall continue to remain liable for antecedent obligations. Furthermore, persistent non-performance has resulted in prolonged idling of a national coal resource, loss of potential revenue to Government, and continued uncertainty due to absence of clearances.

10. It is also relevant to note that no Force Majeure notice has been invoked by the allottee at any stage under Clause 23 of the CMDPA. Therefore, the case does not qualify for relief under Force Majeure and shall be governed strictly by the termination and appropriation provisions.

11. Clause 24.3 of the CMDPA provides for 'Termination Event' upon occurrence of which the CMDPA may be terminated. As per Clause 24.3.1(o) of the CMDPA, surrender of the coal mine by the Allottee constitutes a Termination Event.

12. By virtue of Clause 24.3.2 of the CMDPA, upon occurrence of a Termination Event, the Nominated Authority may elect to terminate the CMDPA by providing 15 Business Days written notice to the Successful Bidder. The determination of the Nominated Authority regarding occurrence of a Termination Event shall be final and binding on the Successful Bidder.

13. Further, as per Clause 24.3.3 in case the Nominated Authority elects to terminate the CMDPA then the Performance Security and all other payments made by the Successful Bidder shall be forfeited and the Successful Bidder shall not be entitled to any benefits under the CMDPA but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of termination and for the obligations that must be fulfilled after termination.

14. Further, in terms of Clause 24.3.2 of the CMDPA, the Nominated Authority hereby elects to terminate the CMDPA by providing a 15 Business Days instant notice to you.

15. On completion of 15 Business Days, the CMDPA and the Vesting Order shall stand terminated and cancelled, respectively. Further, as per Clause 24.3.3 of the CMDPA the Performance Security and all other payments made by you shall be forfeited and you shall not be entitled to any benefits under the CMDPA but would continue to be liable towards any antecedent liability, all obligations accrued before the effective date of termination and for the obligations that must be fulfilled after termination.



16. Accordingly, the Nominated Authority hereby directs the UCO Bank to forthwith encash and appropriate 100% of the Performance Bank Guarantee amount furnished by M/s Birla Corporation Limited i.e., ₹ 16,90,58,321 [Rupees Sixteen Crore Ninety Lakh Fifty-Eight Thousand Three Hundred Twenty-One only] in respect of Brahampuri Coal Mine, details of which are given below:

- Chief Manager, Uco Bank, BC Cell, Credit Monitoring Dept. 5<sup>th</sup> floor, Uco Bank, H.O.-I, 10, BTM Sarani Kolkata- 700001.
- PBG No. 0002IGPER000720 dated 13.01.2020 extension of PBG on: 03.12.2025;

17. The total amount of ₹ 16,90,58,321 [Rupees Sixteen Crore Ninety Lakh Fifty-Eight Thousand Three Hundred Twenty-One only] shall be transferred to the account of Pay and Accounts Office (PAO), Ministry of Coal, as per the following bank details:

Bank: Punjab National Bank  
Branch: Connaught Circus, New Delhi  
Account No.: 0276050414586  
IFSC Code: PUNB0027620  
MICR Code: 110024773  
Bank Address: J C Das Building 90/8, Connaught Circus New Delhi-110001  
Bank Contact No: (011)-23360661, 23347012

The encashment is being undertaken on account of the Termination of Coal Mine Development and Production Agreement (CMDPA) dated 18.12.2019 in respect of Brahampuri coal mine.

18. The termination of the Brahampuri coal block is being undertaken pursuant to M/s BCL's surrender request dated 02.12.2025. This action is initiated solely on the basis of the allottee's said request for surrender.

19. Attention is invited to Section 27 of the Coal Mines (Special Provisions) Act, 2015 providing for adjudication by the Tribunal constituted under the Coal Bearing Areas (Acquisition and Development) Act, 1957. For the instant Coal Mine the Tribunal situated at Singrauli shall have jurisdiction.

Yours sincerely,

रुपिंदर बरार / RUPINDER BRAR  
अपर सचिव / Additional Secretary  
भारत सरकार / Govt. of India  
कोयला मंत्रालय / Ministry of Coal  
शास्त्री भवन / Shastri Bhawan  
नई दिल्ली / New Delhi



[Rupinder Brar]  
Nominated Authority

Enclosures: A/a

**Kind attention:** Chief Manager, Uco Bank, BC Cell, Credit Monitoring Dept. 5th floor, Uco Bank, H.O.-I, 10, BTM Sarani, Kolkata- 700001— for immediate and strict compliance.

In terms of para 16 of the above, **you are hereby directed to immediately encash and appropriate 100% of Performance Bank Guarantee No. 0002IGPER000720 dated 13.01.2020** (as amended/extended on 03.12.2025) furnished by M/s Birla Corporation Limited in respect of Brahampuri Coal Mine and remit the proceeds without delay to the Pay and Accounts Office, Ministry of Coal, as per the bank details specified in para 17 of the above.

Copy to:

1. Chief Secretary, Government of Madhya Pradesh.
2. US (P&S-II), Ministry of Coal

3. Coal Controller, CCO
4. Legal Cell, Ministry of Coal
5. US (IFD) / US (CPD), MoC
6. PAO, Ministry of Coal – with request to deposit the amount received in detailed head 8443.00.117.03.07.00 until further directions
7. TD (NIC), MoC – for uploading on the Ministry's website.

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