

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s).14462/2022

[Arising out of impugned final judgment and order dated 20-07-2022 in FA No. 176/2017 passed by the High Court of Chhattisgarh at Bilaspur]

BHILAI EDUCATION TRUST

Petitioner(s)

VERSUS

BHILAI STEEL PLANT & ORS.

Respondent(s)

IA No. 127881/2022 - APPLICATION FOR PERMISSION
IA No. 127864/2022 - EXEMPTION FROM FILING O.T.
IA No. 117425/2022 - EXEMPTION FROM FILING O.T.
IA No. 127860/2022 - PERMISSION TO FILE ADDITIONAL
DOCUMENTS/FACTS/ANNEXURES

Date : 15-10-2026 This matter was called on for hearing today.

CORAM :

**HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K. VINOD CHANDRAN**

For Petitioner(s) :Mr. Gagan Gupta, Sr. Adv.
Mr. Arvind Gupta, AOR
Mr. Shekhar Prakash Srivastava, Adv.
Mr. Abhinay Satya Prakash, Adv.
Mr. Kanav Bharadwaj, Adv.
Mrs. Suman Sharma, Adv.
Ms. Vanshika Sah, Adv.

For Respondent(s) :Mr. Brijender Chahar, A.S.G.
Mr. Pawanshree Agrawal- 1914, AOR
Ms. Kriti Jain, Adv.
Ms. Kamana Divya Sree, Adv.
Ms. Solanki Das, Adv.
Mr. Chinmoy Samajdar, Adv.
Mr. Atul Tripathi, Adv.

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

1. By our order dated 17.09.2026, we had directed the District Education Officer, Bhilai to undertake inspection of the School with a view to verify how many students are actually studying in the School and upto which class.
2. We had also observed in our order referred to above that the District Education Officer with the aid of the District Survey officer shall also try to ascertain the area which can be allotted to the Trust for the purpose of running this School in consonance with Para 11 of our order dated 05.03.2025.
3. In pursuance of our order dated 17.09.2026, we have the Inspection Report now on record. The Inspection Report, duly signed by the Principal, Government Higher Secondary School, Ruabandha, Bhilai and Principal, Government Higher Secondary School, Supela, Bhilai-Durg, Chhattisgarh reads thus:-

"INSPECTION REPORT

- The college is a Post-Graduate College and not a school. It was established in the year 1979.
- **Offered courses-** At present, the college is offering **11** Undergraduate (UG) Courses, **12** Postgraduate (PG) Courses and 2 Diploma Course. College running on self financial courses. **Enclosure 1**
- **Student strength** - The present student strength of the college is **1174** students, against the approved admission capacity of 2,700 students. **Enclosure 2a & 2b**
- **Financial Status-** Balance Sheet (deficit amount- Rs.49,795640) Budget and Current Year Fee Structure **Enclosure 3a, 3b and 3c**
- **Area and Land Utilization-** College photographs and Map **Enclosure 4a and 4b**

The college was allotted a total area of 14 acres at the

time of its establishment. The area was allocated as follows:

College Building-	7.00 Acres	
Hostel-	1.00 Acre	
Staff Quarters-	1.50 Acres	Enclosure 5
Playground-	4.50 Acres	

- **Present Status of the Building-** The college building is 45 years old and presently requires major/massive repairs and renovation to ensure proper maintenance and effective utilization of the infrastructure.

- **Existing Infrastructure and Facilities-**

Classrooms -32 Laboratories-20 Auditorium-1 Lecture Halls-04 Utilities -09

Administrative Offices-03 Hostel Capacity- 200 students

- **Staff details** - Teaching Staff-43 Non-Teaching Staff 29

Enclosures details-

- 1) **Enclosure 1** - Courses offered
- 2) **Enclosure 2a** - Admission data & **2b**- Student details- SC/ST/OBC/Gen
- 3) **Enclosure 3a** (Balance Sheet last 3 years), **3b** (Budget last 2 years) and **3c** (Current Fee Structure)
- 4) **Enclosure 4a** (College photographs- 14 pages) and **4b** (College map)
- 5) **Enclosure 5** - College lease deed
- 6) **Letter to Nagar Seva Vibhag SAIL."**

4. We are surprised to read in the Inspection Report that it's not a School but a Post-Graduate College which was established in the year 1979. College is running on self financial courses. The College building is by now 45 years old and requires major/massive repairs and renovation to ensure proper maintenance and effective utilization of the infrastructure.

5. We also looked into the fee structure of the college for the Session 2026-2027.

6. It is not in dispute that the 30 year lease period has expired. However, the respondent no.1 - Bhilai Steel Plant is

gracious enough to submit before this Court that they are ready and willing to renew the lease, keeping only the interest of the students in mind. They are ready and willing to renew the lease on the following conditions:-

"i. The petitioner shall pay an entire amount of Rs.35,23,80,561.70/- upfront.

ii. The Respondent will execute a lease deed subject to the Petitioner furnishing the necessary documents as prescribed and required.

iii. The Petitioner may, thereafter, move an application for reduction of the Lease Area, as proposed by it in all the meetings, namely by surrender of 5.5 acres of land. The same will be considered by the Respondents and may be allowed, thereby reducing the lease area and proportionately the lease amount.

iv. Upon renewal, the Petitioner shall pay the annual ground rent and annual service charges at the rates prescribed under the guidelines of 2008.

v. That as per the original trust deed, the officers of Bhilai Steel Plant were trustees in the said Trust Deed which at that time account for 50% of the Trustees. However, with the advent of time and the Trustee being reduced either due to retirement or otherwise, the present Trust is being privately run by few persons who are the family members of the few original Trustees.

a. The Bhilai Steel Plant proposes that in terms of clause 12 of original trust deed which maintains that

"at no time the number of Trustees from amongst the officers of Bhilai Steel Plant shall be less than one third of the total number of Trustees..."

7. The learned senior counsel appearing for the Bhilai Steel Plant would submit that the conditions on which his client proposes

to renew the lease are as per the 2008 guidelines of the township.

8. The learned senior counsel appearing for the Company has a serious grievance to redress while submitting that the Management was asked to come and discuss about the renewal of the lease and some documents have also been called for from the Trust, however, till this date, the Trust has not produced any documents as requested by the Company to be produced.

9. We give one last opportunity to the petitioner-Trust to cooperate with the respondent no.1 if they want the lease to be renewed further. We expect the petitioner-Trust to extend full cooperation and talk with the Company and produce the necessary documents.

10. Besides, we should not overlook the fact that the building is in a dilapidated condition. This should not lead to any untoward casualty, more particularly, when students are studying in the college. The petitioner-Trust shall immediately look into this and get back to us on the next date of hearing, what do they propose to do to undertake the necessary repairs.

12. Post the matter on 02.12.2026.

(HARPREET KAUR)
COURT MASTER (SH)

(POOJA SHARMA)
COURT MASTER (NSH)