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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CO.PET. 590/2014**
M/S HYDROMECH TECHNOLOGY Petitioner
Through None.

versus

A2Z INFRASTRUCTURE LTD. Respondent
Through Mr. Atul Kumar, Advocate with
Mr. Ankur Gupta, A.R.

CORAM:
HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA

ORDER
% **18.05.2016**

There is no appearance on behalf of the petitioner. There is also no request for the matter to be passed over.

By an order passed on 02.12.2015, at the request of both counsel, parties were referred to mediation. The report of the Mediator has been received stating that on 02.02.2016, parties have settled the matter in terms of the Agreement executed on that date before the Delhi High Court Mediation and Conciliation Centre, whereby the respondent has undertaken to pay the agreed debt in terms of paragraph 7 of the said Agreement, which, *inter alia*, envisages the payment through 12 cheques, all of which have been duly handed over to the petitioner. The last payment of Rs.1,85,585/- is stated to be payable in terms of the post dated cheque bearing No.122133, dated 10.01.2017. Whilst these payments that have been referred to in paragraph 7 (a) of the Settlement are in connection with the subject matter of the instant petition, i.e., CP No.590/2014; by the same settlement, parties

have also settled another dispute with the same petitioner, which is the subject matter of CP No.39/2014 stated to be pending before the Punjab and Haryana High Court at Chandigarh; the terms and conditions whereof have also been set down in the later part of paragraph 7(A) under the heading, “CP No.39/2012”, that envisages payment to the petitioner through 12 cheques of Rs.2,26,500/- each, details whereof are mentioned in that paragraph.

Counsel for the respondent, on instructions, undertakes on behalf of his client that all the said cheques shall be duly honoured on presentation, and that the respondent shall ensure the availability of sufficient funds in its account for this purpose.

A perusal of the Agreement also shows that both parties have stated that with this settlement, they do not have any further claims against each other.

Under the circumstances, whilst the undertakings of the respondent are accepted by this Court, it is made clear that this acceptance is predicated on the binding nature of the commitments given by the petitioner in the aforesaid undertaking.

Further, and since there is no appearance on behalf of the petitioner, this petition is dismissed for non-prosecution.

SUDERSHAN KUMAR MISRA, J

MAY 18, 2016
dr