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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ O.M.P.(I) 109/2015

NORTHEAST TOLLWAYS PVT LTD. Petitioner

Through: Mr. Chirag M. Shroff and Mr.
Hemant Arya, Advocates.

versus

NATIONAL HIGHWAYS AUTHORITY OF
INDIA & ORS.

..... Respondents

Through: Ms. Gunjan Sinha Jain and Mr.
Mukesh Kumar, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **23.01.2017**

IA No.10393/2016

1. The petitioner has filed the present application, *inter alia*, praying as under:-

“(a) Direct NHAI to comply with the settlement terms dated 31.3.2016 and 2.6.2016 as placed before this Hon'ble Court on 13.7.2016 and taken on record, pursuant to which the present petition was withdrawn by the Petitioner in terms thereof and return the Bank Guarantees No. 49580IGL0023614 AND 047321BG0000330 amounting to Rs 7.01 crores furnished by the applicant as Bid Security.”

2. It is seen that on 13.07.2016, the learned counsel for the parties stated that the parties had resolved disputes as mentioned in the letter dated 02.06.2016 issued by NHAI and the same was taken on record. In view of this, the learned counsel for the petitioner sought to withdraw the present

petition and the same was dismissed as withdrawn.

3. The petitioner has now filed this present application stating that in terms of the settlement as mentioned before this Court, the petitioner paid a sum of ₹50,00,000/- to NHAI in lieu of termination of contract on 29.07.2016. The same was accepted by NHAI. The grievance of the petitioner is that even after accepting the payment of ₹50,00,000/-, NHAI has not returned the bank guarantees agreed to in terms of the settlement.

4. Ms Sinha, the learned counsel for NHAI referred to the letter dated 02.06.2016 and drew the attention of this court to sub-para c of the said letter which reads as under:

"c) There shall be no other claims by either party. The concessionaire agreed to withdraw their claims from Arbitration and Court. After confirmation of the withdrawal of the claims from Arbitration and court, NHAI and concessionaire shall sign the settlement Agreement."

5. She submits that although petitioner had paid a sum of ₹50,00,000/, the applicant has not come forward to sign the Settlement Agreement as agreed for discharge of the contract agreement. She further submits that the settlement as recorded in the letter dated 02.06.2016 was for full and final settlement of all the disputes between the parties and even after withdrawing the present petition, and confirming that the parties have settled their disputes, petitioner is seeking to resile from the same and has issued a notice for appointment of an arbitrator.

6. The learned counsel for the petitioner submits that although NHAI

was required to return the bank guarantees, however, it has failed to do so. He states that in addition there are certain other claims which the petitioner is entitled to press. This is disputed by the learned counsel for NHAI.

7. In view of the aforesaid submissions, the learned counsel for the petitioner was pointedly asked whether the petitioner stands by the agreement as recorded in the letter dated 02.06.2016; inasmuch as the letter, *inter alia*, contemplates the parties executing the Settlement Agreement and further records that '*there shall be no other claims by either party*'. Clarity in this regard was considered necessary as by way of this application, the petitioner seeks NHAI's compliance to the settlement terms.

8. The learned counsel for the petitioner states that he is not in a position to confirm that the petitioner stands by the agreement as recorded in the letter dated 02.06.2016.

9. However, it is clear that NHAI is ready and willing to stand by the letter dated 02.06.2016 and thus no further directions are necessary in this regard. In view of the petitioner's reservation as to complying with the terms as indicated in the letter dated 02.06.2016, the present application does not survive.

10. Accordingly, the present application is dismissed and interim orders are vacated.

VIBHU BAKHRU, J

JANUARY 23, 2017

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