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

+ CS(COMM) 1033/2018

S.G. INFORMATICS (I) PVT. LTD. Plaintiff
Through Mr.Sudeepta Kumar Pal, Adv. with
Mr.Prabhat Kumar, VP of plaintiff

versus

NINESTARS INFORMATION TECHNOLOGIES
LTD. (NITL) & ORS. Defendant
Through Mr.Anil Sapra, Sr.Adv. with Mr.Raj
Kamal, Mr.Rohit Singh and Mr.Siddhant Sharma,
Advs. for D-1 with Mr.Arijit Biswas/D-4 Vice
President

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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24.07.2018

Present suit has been filed by the plaintiff seeking a decree declaring the Consortium Agreement dated 16.3.2017 with the plaintiff being irrevocable and the plaintiff being eligible for 50% portion of the total value of the project. Other connected reliefs are also sought.

I have heard learned counsel for the plaintiff and learned senior counsel for the defendant. The bone of contention is the Consortium Agreement dated 16.3.2017. Under the said agreement the parties agreed to exclusively participate in the bid that has been issued by the Department of Delhi Archives (DDA), Govt. of NCT of Delhi to appoint an implementation agency for the Digitisation and Microfilming of Archival Records for Delhi Archives. The bid of the parties was accepted. The grievance of the plaintiff is that he was to carry out the Microfilming/Microfiche job work.

I have also been shown the Minutes of Meeting dated 5.6.2018 under the Chairmanship of the Secretary (ACL) Art, Culture and Language, Government of NCT of Delhi. The minutes define the role of each of the parties.

After some arguments, it has been agreed by the parties that the present suit can be disposed of without prejudice to the rights and contentions of the parties whereby the parties agree to undertake to abide by the terms and conditions as stipulated in the Minutes of Meeting recorded on 7.6.2018 regarding the meeting held on 5.6.2018. There is only one modification. The performance bank guarantee to be given by the plaintiff to the defendant would be of 7% instead of 10% as per clause (c) below. The relevant portion of the minutes read as under:-

- a) Secretary (ACL) has taken a serious view on the issues of both the companies and directed both the companies to resolve their issues by 08/06/2018 and work together for the smooth implementation of the project.
- b) M/s Ninestars is agreed to place the order of 2 crore Micro-films and 2 crore microfiche to M/s SG Informatics (Pvt.) Ltd. On the approved rates detailed in the agreement by the Department including applicable taxes.
- c) M/s SG Informatics will submit a Performance Guarantee on proportionate ratio (i.e. @ 10%) to M/s Ninestars against the implementation of the Micro-filming /Micro-fiche work.
- d) M/s SG Informatics will submit the detailed project plan along with the time line for the completion of the project to M/s Ninestars by 08/06/2018.
- e) Both the parties complete the project as per the time line detailed in the agreement and penalty, if any on account of rejection in quality/delay will be borne by the respective party.

f) M/s Ninestars will release the payment to M/s SGI within one working day on receipt of the payment from the Department.

g) It was decided that both the parties will resolve their issues by 08/06/2018 otherwise the Department is free to take the decision as deemed fit.

h) Both the parties has shown acceptance on the above points and assured to work together for the successful implementation of the work.

Parties shall remain bound by the terms and conditions of the above minutes.

I may only note that Prabhat Kumar, Vice President of plaintiff company and Mr.Arijit Biswas, Vice President/defendant No.4 are also present in court. Suit and all pending applications stand disposed of as above.

JAYANT NATH, J

JULY 24, 2018

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