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

% Judgment delivered on: 8th May, 2020

+ OMP (I) (COMM.) 95/2020

WEATHERFORD OIL TOOL
MIDDLE EAST LTD.

..... Petitioner

versus

VEDANTA LIMITED & ANR.

.....Respondents

+ OMP (I) (COMM.) 96/2020

WEATHERFORD OIL TOOL
MIDDLE EAST LTD.

..... Petitioner

versus

VEDANTA LIMITED & ANR.

.....Respondents

Advocates who appeared in this case:

For the Petitioners: Mr. Amar Gupta and Mr. Divyam Agarwal, Advocates with Mr. Kaushik Roy and Mr. Vipul Dhingra, Authorized Representatives of the Petitioner

For the Respondent: Mr. Sahiwal Srivastava, Advocate with Ms. Pooja Yadav and Mr. Rahul Bhattacharya, Authorized Representatives of Respondent No. 1

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J.

1. The hearing was conducted through video conferencing.

2. Petitioner, by the present petition, under Section 9 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the “Arbitration Act”), *inter alia* seeks a restraint on the respondent from invoking and encashing the performance bank guarantees issued by respondent no. 2 on behalf of the petitioner and further seeks a direction to respondent no. 1 to release the payments due to the petitioner under the relevant contracts.

3. It is submitted that the respondent no. 2 is a Performa party.

4. Several contracts have been executed between petitioner and respondent no. 1 for provision of services, personnel and equipment. The contracts were executed as part of a composite transaction for the performance of services between petitioner and respondent no. 1 and are subject to and governed by Master Services Agreement and Master Supply Agreement.

5. Apprehending invocation of the bank guarantees on behalf of the respondent, petitioner filed the present petition under Section 9 of the Arbitration Act seeking a restraint on the respondent from invoking the performance of bank guarantees executed under the various contracts. Petitioner also prayed for release of its payments.

6. Petitioner and Respondent No. 1 have settled their disputes and a Settlement Agreement dated 03.05.2020 has been executed between the parties. A password protected digital copy of the agreement has been shown during the hearing for the perusal of the court.

7. Learned counsel for the parties submit that, in view of the confidentiality agreement between the parties, they do not want the terms and conditions of the agreement to be reproduced in the order.

8. Learned counsel for the parties under instructions from the respective authorized representatives undertake on behalf of the parties that the parties shall duly perform their respective obligations under the agreement.

9. The respective undertakings are accepted.

10. Learned Counsel further submit that time is of essence of the settlement agreement and the respective obligations shall be strictly performed as per the time lines mentioned in the agreement.

11. Petitioner shall file a duly attested copy of the agreement dated 03.05.2020 in a sealed cover with the Registry within one week of the lifting of the Lock-down.

12. The settlement agreement shall form part of record but shall be kept in a sealed cover. The sealed cover shall be opened only in the presence of the concerned Deputy Registrar.

13. Registry shall not provide a copy of the settlement agreement to any third party even after disposal of the petition.

14. In view of the above, learned counsel for the parties, under instructions from their authorized representatives, pray that the

petitions be disposed of in terms of the settlement agreement dated 03.05.2020.

15. Accordingly, the petitions are disposed of in terms of the settlement agreement dated 03.05.2020. Parties shall remain bound by the terms and conditions of the settlement agreement dated 03.05.2020.

16. Copy of the order be uploaded on the High Court website and be also forwarded to learned counsels through email.

MAY 08, 2020

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SANJEEV SACHDEVA, J