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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 63/2021, I.A. 9332/2021**
TANTIA CONSTRUCTIONS LIMITED Plaintiff
Through: Mr. Santosh Ghosh, Advocate.

versus

NBCC INDIA LTD Defendant
Through: Mr. Gudipati G. Kashyap,
Advocate.

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR
ORDER (ORAL)

% **02.08.2021**
(Video-Conferencing)

I.A. 9332/2021 (under Order XXIII, Rule 3 of the CPC, 1908, read with Section 151 of CPC, 1908)

1. This is an application under Order XXIII, Rule 3 of the Code of Civil Procedure, 1908 (CPC), for disposal of the present suit in terms of the settlement arrived at between the parties.

2. The terms of settlement have been set out in Paras 4 and 5 of the application, thus:

“4. That, during the pendency of this suit, the plaintiff and defendant have amicably settled and/or adjusted their said disputes and mutually agreed upon the following terms and conditions:-

(a) It is agreed by the parties that, within a period of 15 days of the withdrawal of the present suit, the defendant shall release an amount of Rs. 41,23,991/- against Security Deposit and an amount of Rs.

84,60,006/- i.e. balance appearing in the plaintiff's ledger against RA bill/withheld amount.

The details are as follows:-

Sl No	Particular	Amount
1	Balance S.D. Amount	Rs. 41,23,991.00
2	Withheld amount	Rs. 30,53,851.00
3	Balance against RA/Final Bills	Rs. 54,06,155.00
	Total	Rs. 1,25,83,997.00

(b) Additionally, an amount of Rs. 5,56,740/- withheld towards GST shall also be released to be plaintiff by the defendant consequent however upon furnishing of receipts of deposit of GST by the plaintiff within 15 days of withdrawal of Civil Suit (Comm) No. 63 of 2021.

5. That in view of the above understanding, the plaintiff foregoes its balance claims as mentioned in paragraph 14 of the Plaint and the aforementioned settlement shall be considered as full and final settlement of any/all dues of the plaintiff arising out of the subject works.”

3. Learned counsel for the parties agree that the parties would remain bound by the aforesaid terms of the settlement.

4. Nothing, therefore, survives for adjudication in the suit. The suit is accordingly decreed in terms of the afore-extracted terms of settlement between the parties, by which the parties shall remain bound.

5. The Registry is directed to draw up a decree sheet in accordance therewith.

6. As the disputes stand settled between the parties and the suit is of 2021 vintage, the plaintiff shall be entitled to refund of 50 percent of the court fees deposited by it.

7. In view of the above, all the pending applications are also disposed of.

C.HARI SHANKAR, J

AUGUST 2, 2021

hd/ss

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