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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 91/2023

HOTEL QUEEN ROAD PRIVATE LIMITED

..... Plaintiff

Through: Mr. Sandeep Mittlal, Advocate.

versus

M/S. SIEMENS LTD & ANR.

..... Defendants

**Through: Mr. Asav Rajan with Ms. Charu
Trivedi, Advocates for D-1.**

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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28.03.2024

I.A. 5373/2024

By way of the present application filed under section 151 of the Code of Civil Procedure 1908 ('CPC'), the plaintiff/applicant seeks certain directions in the context of Settlement Agreement dated 04.10.2023 signed with defendant No.1 under the aegis of Delhi High Court Mediation & Conciliation Centre, based upon which the suit was decreed.

2. It is the plaintiff's contention that defendant No.1 is not acting in compliance of the terms of Settlement Agreement dated 04.10.2023.
3. In view of the prayer made, it is not considered necessary to issue formal notice on this application.
4. Considering the contours of the dispute, Mr. Asav Rajan, learned counsel appearing for defendant No.1 was directed to take instruction as to the possibility of amicable resolution of the issues raised by the



plaintiff as recorded in order dated 06.03.2024. However, Mr. Rajan submits that his instructions are in the negative.

5. Learned counsel for defendant No. 1 asserts that once there is a settlement, both parties must remain bound by its terms, and there is no scope for any further negotiation.
6. The court has heard Mr. Sandeep Mittal, learned counsel appearing for the plaintiff/applicant as also Mr. Rajan, learned counsel appearing for defendant No.1.
7. Briefly, the plaintiff is aggrieved by a proposal dated 09.01.2024 sent by defendant No.1 to the plaintiff relating to replacement of certain parts/equipment deployed in their Building Management System ('BMS'). In the proposal sent, defendant No.1 has quoted about Rs.11 lacs towards replacement of certain electronic controllers and other systems and parts for the plaintiff's hotel.
8. Mr. Mittal contends that defendant No.1 is obliged to replace those parts free of cost under the Annual Maintenance Services contract for the BMS. In this behalf, counsel relies upon Stage-II as referred to in clause-1(b) of Settlement Agreement dated 04.10.2023 which reads as follows :

***“b. STAGE-II** - Upon completion of Stage-I as enumerated above, the Second Party shall report on the functionality of field devices and sensors along with a separate offer for replacement of certain essential and non-essential field devices, as applicable, as also provided in the Business Proposal.”*

9. However, upon a conjoint reading of Stage-I, Stage-II & Stage-III, as set-out in Settlement Agreement dated 04.10.2023, this court is of the view that the proposal made by defendant No.1 is covered by the



scope of Stage-II & Stage-III, which contemplates that defendant No.1 would, after assessing the functionality of field devices and sensors, *make a proposal* to the plaintiff for replacement of field devices, which the plaintiff is *free to accept or reject*.

10. Upon a fair and objective reading of the above provisions, this court he is unable to discern any basis for the plaintiff to contend that the price indicated in proposal dated 09.01.2024 made by defendant No.1 ought to be included in the Annual Maintenance Contract.
11. Accordingly, this court finds no merit in the present application.
12. The present application is therefore dismissed; without however, any order as to costs.
13. Application stands disposed-of.

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14. The plaintiff had settled its disputes with defendants Nos. 1 and 2 *vide* two separate Settlement Agreements both dated 04.10.2023.
15. The suit already stands disposed-of and decreed in terms of the said Settlement Agreements.

ANUP JAIRAM BHAMBHANI, J

MARCH 28, 2024

V.Rawat