

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.351 OF 2024

Protean E-GOV Technologies Limited ...Petitioner
(Formerly known as NSDL e-Governance
Infrastructure Ltd.)

Versus

Alankit Limited & Anr. ...Respondents

Mr. Gaurav Mehta, Ms. Sonali Aggarwal, Advocates, i/b. Dhruve Liladhar & Co., for the Petitioner.

Mr. Sumit Rai a/w. Ms. Nidhi Singh (through Video Conferencing),
Ms. Hubab Sayyed, Mr. Nishin Shrikhande, Advocates, i/b. Vidhii Partners, for the Respondent No.1.

Mr. Alok Tiwari a/w. Ms. Dakshayani Saxena, Ms. Kritika Bansal,
Mr. Saurabh Tiwari and Mr. Nirmal Singh, (through Video Conferencing) Advocates, for the Respondent No.2.

CORAM: MADHAV J. JAMDAR, J.

DATED : 8th OCTOBER 2024

P. C.:

1. As it was represented by the learned Counsel appearing for the Petitioner and the Respondent No.1 that the Petitioner and the Respondent No.1 are exploring the possibility of settlement, by order dated 13th August 2024, this Court has appointed Mr. Pradip Sancheti, learned Senior Counsel as Mediator.

2. Today, learned Counsel appearing for the Petitioner and the learned Counsel appearing for the Respondent No.1 state that as far as the dispute between the Petitioner and the Respondent No.1 is concerned, the same has been settled and the Consent Terms have been arrived at. Both of them pointed out mediation report dated 4th October 2024 submitted by the learned Mediator. The said mediation report is taken on record and marked 'X' for identification. The paragraph Nos.4, 5 and 6 of the mediation report of the learned Mediator read as under:

*“4. The parties have arrived at an amicable settlement of all their disputes, which have been recorded in the form of Consent Terms dated 03rd October, 2024 [**“Consent Terms”**]. The Consent Terms have been signed by the authorized representative of both the parties, whose authority is backed by certified copies of the Board Resolutions. These Consent Terms have also been signed by the Advocates for the parties as well as by the Mediator as mandated in law.*

5. In the Consent Terms, it is specifically provided thus:-

“18. Since the Respondent No.2 is a party to the proceedings in Commercial Arbitration Petition No.351 of 2024 but not a party to these Consent Terms, both parties agree not to disclose these Consent Terms to the Respondent No.2 until completion of the actions set out in clause 11 herein. It is, therefore, hereby agreed that while these Consent Terms will be signed by both parties

and authenticated by the Mediator so that the same may be treated as a mediated settlement agreement. However, the same shall be filed in a sealed cover. Both parties will then inform the Hon'ble Bombay High Court in Commercial Arbitration Petition No.351 of 2024 that a conditional settlement has been agreed and request the court to post the matter for a date after 45 days to report on the settlement and in the meantime, these Consent Terms as filed may be retained in the sealed cover. Once the actions under clause 11 herein are completed, both parties will be at liberty to produce these Consent Terms before the Hon'ble Bombay High Court in Commercial Arbitration Petition No.351 of 2024 and request appropriate orders be passed in accordance with these Consent Terms."

6. In view of the above, the Consent Terms signed in original are kept in a sealed cover with a request to the parties that the sealed cover may be tendered/produced before Hon'ble Judge for consideration."

(Emphasis added)

3. As referred in paragraph No.6 of the mediation report dated 4th October 2024, learned Counsel appearing for the Petitioner and the learned Counsel appearing for the Respondent No.1 have tendered sealed cover.

4. It is required to be noted that paragraph No.5 of the said mediation report quotes clause No.18 of the Consent Terms. It is

specifically stated that the said Consent Terms be treated as mediated settlement agreement. Thus, learned Counsel appearing for the Petitioner and the learned Counsel appearing for the Respondent No.1 are requested to handover the said sealed cover to the learned Mediator and for that purpose the said sealed cover is returned back to them. Learned Mediator is requested to retain the said sealed cover till further orders.

5. Learned Counsel appearing for the Respondent No.1 states that efforts will be made by the Respondent No.1 to settle the dispute with the Respondent No.2. Both the learned Counsel state that accordingly, this Commercial Arbitration Petition be adjourned to 25th November 2024.

6. Accordingly, by consent stand over to 25th November 2024.

[MADHAV J. JAMDAR, J.]

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