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

+ **ARB.P. 161/2024**

HARISH CHANDER SHARMA & ANR. Petitioners

Through: Mr. Madhusudan Bhayana and Ms.
Mansi Budhiraja, Advocates (M:
8800221185) with Plaintiffs in
person.

versus

GURINDER SINGH & ANR. Respondents

Through: Defendants in person.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **24.04.2024**

1. This hearing has been done through hybrid mode.
2. This is a petition under Section 11(6) of Arbitration and Conciliation Act, 1996 filed by the Petitioners - Harish Chander Sharma & Anr., seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.
3. The disputes arise out of a Memorandum of Understanding ('MOU') dated 26th April, 2018 entered into between the parties by which they agreed to enter into a joint venture for carrying out civil engineering works and other works with Government Departments *etc.* Pursuant to the said agreement, it was resolved that Respondent No.1 shall provide consent for the Petitioners and Respondent No.2 to undertake Government projects, with the financial obligations and profit-sharing detailed therein.



4. According to the Petitioner disputes have arisen between the parties due to failure of financial transactions. It is averred in the petition that despite numerous attempts at communication and legal notices, the Respondents failed to respond satisfactorily or refer the dispute to arbitration as per the agreement's terms. Consequently, the Petitioners invoked the arbitration clause but received no response. The MOU between the parties consists of an arbitration Clause as set out below:-

“That in case of any dispute or differences between the parties to this MOU, the same shall be resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or other similar enactment/substitution thereof for the time being in force. Delhi shall be the sole arbitrator between the parties whose decision shall be final and binding upon the parties. The sole Arbitrator shall also be entitled to determine any terms and conditions, which have not been set out / mentioned in this MOU. The venue of Arbitration shall be Delhi the expenses of the arbitration shall be shared equally borne by the parties.”

5. The Petitioners sent a notice invoking an arbitration vide letter dated 21st November, 2023. However, the Respondents failed to reply to the same.

6. On the last date i.e. 6th February, 2024, Id. Counsel for the Respondents had entered appearance and submitted that parties are willing to explore mediation in the matter. Parties were, accordingly, referred to Delhi High Court Mediation and Conciliation Centre for exploring the amicable resolution of disputes.



7. The settlement agreement dated 22nd March, 2024 has been placed on record wherein the parties have agreed to settle their disputes on the following terms and conditions:-

“1. It has been agreed between the parties that the total sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) shall be paid by the Respondent No. 1 to the Petitioner No. 1 and 2 by way of the post dated cheques within a period of two months from the date of entering into the present Settlement Agreement as full and final settlement amount between the Parties.

2. That the Respondent No. 1 shall make the payment of a total sum of Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand Only) by way of post dated cheques to the Petitioner No. 1 as per following details:-

<i>CHEQUE BEARING NO.</i>	<i>AMOUNT</i>	<i>DATE</i>
<i>000263</i>	<i>3,12,500/-</i>	<i>10.04.2024</i>
<i>000265</i>	<i>3,12,500/-</i>	<i>30.04.2024</i>
<i>000266</i>	<i>3,12,500/-</i>	<i>10.05.2024</i>
<i>000268</i>	<i>3,12,500/-</i>	<i>20.05.2024</i>

Drawn on Bank of Baroda, Branch Hauz-Khas, Delhi-110016, copy of the said cheques are annexed herewith as Annexure-A.

3. That the Respondent No. 1 shall make the payment of a total sum of Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand Only) by way of post dated cheques to the Petitioner No. 2 as per following details:-



<i>CHEQUE BEARING NO.</i>	<i>AMOUNT</i>	<i>DATE</i>
000259	3,12,500/-	10.04.2024
000261	3,12,500/-	30.04.2024
000262	3,12,500/-	10.05.2024
000267	3,12,500/-	20.05.2024

Drawn on Bank of Baroda, Branch Hauz-Khas, Delhi-110016, copy of the said cheques are annexed herewith as Annexure-B.

4. That there is no claim of the Petitioners against the Respondent No. 2 therefore no amount is payable by the Respondent No. 2 to the Petitioners.

5. The parties have no further dispute against each other and all the disputes and differences in this regard have been settled amicably by the parties.

6. That the parties agree to undertake before the Hon'ble Court to abide by the terms and conditions set out in the settlement agreement and not to dispute the same hereinafter in future."

8. Parties - Shri Harish Chander Sharma, Petitioner No. 1, Shri Madhuvrat Sharma, Petitioner No. 2, Sh. Gurinder Singh, Respondent No. 1 and Shri. Sanjay Kumar Prasad, Respondent No.2, are also present before the Court. All of them submit that they have resolved the disputes as per settlement.

9. In terms of the above settlement, Shri. Gurinder Singh and Shri. Sanjay Kumar Prasad submit that cheques in favour of Shri Harish Chander Sharma and Shri Madhuvrat Sharma have been handed over. One of the



cheques in favour of both the Petitioners has already been honoured. They undertake that the remaining cheques shall also be honoured. Undertakings are accepted by the Court.

10. In view of the fact that the disputes are resolved, no further adjudication of the disputes is required. The Court has perused the terms of settlement. The same are lawful and there is no impediment in recording the terms of the settlement. Parties and all others acting on their behalf shall be bound by the terms and conditions of the settlement.

11. The settlement agreement shall have the effect of a decree passed by this Court. Accordingly, petition is disposed of. Pending applications, if any, are disposed of.

PRATHIBA M. SINGH, J.

APRIL 24, 2024

mr/bh