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

+ O.M.P. (COMM) 315/2020

UNION OF INDIA

.....Petitioner

Through: Mr.Jaswinder Singh, Advocate

versus

M/S ASHOKA -DSC KATNI BYE-PASS ROAD PROJECT PVT
LTD

.....Respondent

Through: Mr.Jay Savla, Sr. Advocate with
Mr.Rajpal Singh, Advocate

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

% **12.03.2025**

I.A. 6650/2025 (to take on record settlement agreement & direction by the respondent)

1. By way of present application filed by the applicant/respondent, the following prayers are made:-

“(a) The Settlement Agreement dated 25.02.2025 be taken on record and Petition be disposed off in terms of the settlement agreement;

(b) Original Fixed Deposit Receipts (including extensions) submitted to the Registrar General of this Hon'ble Court issued in the name of Registrar General, Delhi High Court, New Delhi A/c Ashoka DSC Katni bypass Road Ltd be released to the Applicant, duly discharged;

(c) The Fixed Deposit Receipts in the name of EE,MP PWD



(NH) Jabalpur & Ashoka DSC Katni bypass Road Ltd deposited in the joint escrow account held with Bank of Baroda (formerly known as Dena Bank) (Account No.114811023832) be released along with accrued interest to the Applicant, duly discharged;

(d) Amount lying & deposited in the joint escrow account held with Bank of Baroda (formerly known as Dena Bank) (Account No.114811023832) be released to the Applicant with accrued interest thereof;

2. Learned counsels for the parties submit that the parties have been able to reach an amicable settlement vide Settlement Agreement dated 25.02.2025. They further submit that the parties shall abide by the terms and carry out their respective obligations as outlined in the said Settlement Agreement. The statements made on behalf of the parties are taken on record and they are made bound by the same.
3. It is noted that in terms of the Settlement Agreement, the amounts as mentioned in prayers (b), (c) and (d) of the application are to be released to the applicant/respondent to enable it to make the payment of Rs.32,95,20,824/- to the non-applicant/petitioner within a period of 30 days thereafter.
4. Keeping in view the import of the Settlement Agreement and the respective obligations and outlines as mentioned therein, the Registry is directed forthwith to release FDR amounts deposited with it by the applicant/respondent in pursuance of the order dated 12.09.2014.
5. At this stage, learned counsel for the petitioner submits that the petitioner would cooperate to the extent required, in release of the FDRs and cash components lying deposited in the joint escrow account held with Bank of Baroda (formerly known as Dena Bank) (Account No.114811023832), to



the applicant/respondent.

6. In above terms thereof, the present application is disposed of.

O.M.P. (COMM) 315/2020

1. In view of the order passed in I.A. 6650/2025, the present petition stands disposed of.

2. The date already fixed, i.e., 29.04.2025 stands cancelled.

DASTI.

MANOJ KUMAR OHRI, J

MARCH 12, 2025

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