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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P.(I) (COMM.) 143/2024 & I.A. 10313/2024

NATIONAL INTERNET EXCHANGE OF INDIA Petitioner

Through: Mr. Chetan Sharma, ASG with Mr. Apoorv Kurup, CGSC, Ms. Nidhi Mittal, Mr. R.V. Prabhat, Mr. Vinay Yadav, Mr. Amit Gupta, Mr. Saurabh Tripathi and Mr. Vikramaditya Singh, Advocates.

versus

UNIVERSAL SERVICES INDIA PRIVATE LIMITED

..... Respondent

Through: Mr. Dayan Krishnan, Sr. Advocate with Ms. Shweta Sahu and Mr. Brijesh Ujjainwal, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

20.05.2024

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Pursuant to what was recorded in last order dated 15.05.2024, Mr. Chetan Sharma, learned Additional Solicitor General ('ASG') appearing on behalf of the petitioner submits, that under Agreement dated 03.10.2018 ('Agreement'), in particular clause 11 thereof, the parties have agreed to a certain Exit Management plan which sets-out the steps to be taken by them in the event the contract between the parties is not extended or is terminated.

2. Learned ASG draws attention of this court to clause 11.1.6.1 of the Agreement, to submit that that provision contemplates a *minimum* of 03 months of support by the respondent to the Replacement Technical Service Provider Agency, post the termination of the Agreement.



3. Mr. Sharma further submits, that in furtherance of the Exit Management plan contemplated in the Agreement, the parties have also drawn-up and signed a separate Exit Management Plan document, which *inter-alia* contains details of the Transition Plan, which the respondent is bound to honour.
4. Mr. Sharma also points-out that the Transition Plan envisages a situation where the respondent may have to continue with their services for longer than 03 months.
5. In response, Mr. Dayan Krishnan, learned senior counsel appearing for the respondent submits, that the obligation on the part of the respondent is to *fulfil its commitments* under the Agreement, without any particular time-frame beyond 03 months.
6. Mr. Krishnan further submits, that *vide* e-mail dated 27.02.2024 addressed by the petitioner to the respondent, the petitioner has itself committed that upon the execution of the 45-day extension of the Agreement, the respondent was to bill the petitioner for the “.....*deferred 2023 revenue as agreed*”. Senior counsel submits that thereafter, *vide* communication dated 11.04.2024, the respondent has in any case intimated to the petitioner, that upon expiration of the Agreement between the parties, the respondent will, in good faith, work with the petitioner to transition the services to another technical service provider under terms to be negotiated between them.
7. Mr. Krishnan submits, on instructions, that the respondent will honour its obligations under the Exit Management plan comprised in Agreement dated 03.10.2018. The statement made on behalf of the respondent is taken on record.



8. In the circumstances, this court is not persuaded to entertain the present petition any further.
9. The petition accordingly stands disposed-of in the above terms.
10. Pending applications, if any, also disposed-of.

ANUP JAIRAM BHAMBHANI, J

MAY 20, 2024

V.Rawat