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

+ **O.M.P. (COMM) 291/2023**

MBL INFRASTRUCTURE LTD

.....Petitioner

Through: **Ms. Anusuya Salwan and Ms. Nikita
Salwan, Advocates**

versus

NATIONAL HIGHWAYS AUTHORITY OF INDIARespondent

Through: **Mr. Gopal Singh, Advocate**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

13.11.2024

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I.A. 44845/2024

1. This is an application under Section XXIII Rule 3 CPC on behalf of the Petitioner seeking disposal of the present petition in terms of the settlement agreement dated 04.11.2024.
2. The settlement agreement has been annexed with the present application. The relevant portion of the settlement agreement dated 04.11.2024 reads as under:-

“2. The Amount of Full and Final Settlement

2.1 Parties hereby acknowledge and agreed that the amount of full and final settlement for resolution of various disputes is Rs. 8,35,08,299/- (including interest up to 30.09.2024) + GST as per actual (GST shall be reimbursed on submission of proof of deposition of GST) and removal of the Non-Performer Order dated 16.07.2021. For avoidance of doubt(s), there are no past, present or outstanding liabilities, claims, disputes or counter-claims related to disputes between the NHAI and the Contractor in respect of the Contract



Agreement dated 20.01.2012

2.2 NHAI agreed to release an amount of Rs. 8,35,08,299/- (including interest up to 30.09.2024) to the Contractor within a period of 30 days of the Effective Date + GST as per actual (GST shall be reimbursed on submission of proof of deposition of GST).

2.3 Parties acknowledge, undertake and agree that the payment of above said amount of Rs. 8,35,08,299/- into the designated account of the entitled party (Current Ale 36918472580 of M/s MBL Infrastructure Ltd. in the State Bank of India, No. 3,4 & 5, DDA Building, Nehru Place, New Delhi -110019 (IFSC Code-SBIIN0041077) and removal of the non-Performer order dated 16.07.2021 shall constitute a valid discharge under this Agreement.

2.4 Parties acknowledge that this Settlement Agreement settles all the disputes in respect of the Contract Agreement dated 20.01.2012.”

3. In view of the above, the petition under Section 34 of the Arbitration & Conciliation Act is disposed of along with pending application(s), if any.
4. The parties are bound by the terms of the settlement agreement dated 04.11.2024.
5. The next date already fixed in the matter, i.e., 21.01.2025, stands cancelled.
6. The application is disposed of.

SUBRAMONIUM PRASAD, J

NOVEMBER 13, 2024

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