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

+ **O.M.P. (COMM) 306/2023**

NATIONAL HIGHWAYS AUTHORITY OF INDIA.....Petitioner

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

versus

MBL INFRASTRUCTURES LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.11.2024

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O.M.P. (COMM) 306/2023 & I.A. 45621/2024

1. I.A. 45621/2024 has been filed by the Petitioner seeking to place on record the settlement agreement dated 04.11.2024 entered into between the parties.
2. The Settlement Agreement dated 04.11.2024 is being reproduced in its entirety and the same reads as under:

This Settlement Agreement (hereinafter referred to as the "**Agreement**") is made under the provisions of section 73 of the Arbitration and Conciliation Act, 1996 as amended from time to time on this 04th day of November, 2024 at New Delhi

Between

The National Highways Authority of India (NHAI), established under the National Highways Authority Act 1988, having its principal office at G-5 & 6, Sector 10, Dwarka, New Delhi-110075(hereinafter referred to as "**the Authority**" / "**NHAI**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **First Part**;

And

M/s MBL Infrastructure Limited, having its corporate office at Baani Corporate One, 308, 3rd Floor, Plot No. 5, Commercial Centre, Jasola, New Delhi - 110025 (hereinafter referred to as "**the Contractor**" / "**MBL**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Second Part**.

O.M.P. (COMM) 306/2023

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Each of the parties mentioned above are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

Whereas:

- A. The Parties executed a Contract Agreement dated 20.01.2012 (hereinafter referred to as the "**Contract Agreement**") for execution of the work of "Construction of Residential Accommodation for NHAI Staff at Pocket B-5, Sector-17 Dwarka New Delhi including all civil works, sanitary/plumbing, electrical works etc." for a Contract Price of Rs. 49,30,95,920.68 having a contract period of 21 months. M/s CES (I) Pvt. Ltd was Supervision Consultant for the subject project.
- B. The scheduled completion date of the project was 01.12.2013, however, there were delays in completion of the project and date of substantial completion was recorded as 22.06.2018 and certificate dated 22.06.2018 was issued under clause 48.1 of the Contract Agreement. Thereafter, defect liability completion certificate was issued under Clause 49.1 by letter dated 14.11.2019.
- C. During the construction period, following disputes were referred before Dispute Resolution Board (DRB): -

Dispute No.	Details of Dispute
Dispute No. 1	Non – payment of IPC – 61. DRB vide recommendations dated 13.02.2019 recommended "since the delay in submission of statement at completion as per clause 60.8 of COPA is taking place due to the reasons for which the Contractor cannot be penalized by not making the payment of work executed before 22.06.2018 i.e. date of substantial completion of work. Therefore, the Employer i.e., NHAI should release the payment of work done up to the date of issue of substantial completion certificate by the Engineer i.e. 22.06.2018 if any measurement relating to the work executed up to 22.06.2018 is still pending the same shall also be measured and paid".
Dispute no. 2	Non-grant of Extension of Time from 02.12.2013 to 22.06.2018 without levy of liquidated damages and payment of escalation
Dispute No. 3	Withholding of amounts on account of liquidated damages – Rs 4,93,09,592/-
Dispute No. 4	Non-Payment of price adjustment as per Clause 70 of the Contract
Dispute No. 5	Unauthorized withholding of Rs 98,42,102/- on account of disposal of surplus earth in excavation
Dispute No. 6	Reimbursement of increase in "Work Contract Tax" from 3% to 6% under sub-clause 70.6 of the Contract along with interest @ 10% per annum on



Dispute No.	Details of Dispute
	monthly rest as per bank norms from the date of cause of action to actual date of payment of the said amount.
Claim of NHAI / Dispute No. R-1	NHAI / Respondent Employer claim for deployment of manpower for maintenance and purchase of various fittings / accessories for maintenance of building up to defect liability period i.e. 21.06.2019.

- D. DRB submitted its unanimous recommendations dated 13.02.2019 in respect of dispute No. 1 in favour of the Contractor, which was accepted by NHAI. DRB vide order dated 26.06.2020 submitted its unanimous recommendations in favour of the Contractor in respect of dispute No. 2, 3, 4, 5 and R-1. DRB recommended refund of all withheld amounts with interest @ 10% p.a. NHAI accepted recommendations in respect of dispute No. R-1, but intimated its dissatisfaction on the recommendations of DRB for the Dispute No. 2, 3, 4 & 5 to the Contractor i.e. M/s MBL Infrastructure Ltd. and invoked the arbitration in accordance with the provision of Clause 67.1 of COPA of Contract Agreement. Arbitral Tribunal comprising of Justice A. K. Sikri (former Judge Supreme Court of India), presiding Arbitrator, Justice Reva Khetrpal, (Retired) and Justice Alok Kumar Singh (Retired), Co-Arbitrators was constituted on 02.09.2020. The DRB by Order dated 13.10.2020, directed that since Arbitral Tribunal stands constituted all future disputes may be referred directly to Arbitral Tribunal.
- E. During the Arbitration proceedings, defects were noticed and NHAI vide order dated 16.07.2021 declared M/s MBL Infrastructure Ltd as non-Performer and restrained MBL from getting award of works in NHAI till the Contractor rectifies the defects to the Satisfaction of NHAI at the cost of Contractor. NHAI awarded structural repair and rehabilitation work of NHAI Residential Complex to Third Party.
- F. The Arbitral Tribunal passed a unanimous Interim Award dated 05.07.2021, which was accepted by NHAI and payments were released to the Contractor. After detailed deliberations, Arbitral Tribunal passed unanimous award dated 03.04.2023, which according to the Contractor was of Rs. 27,80,08,705 up to 10.10.2023, but was Rs. 13,08,32,706.02 + 10% future interest as per NHAI. The Summary of Award is as below: -

Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision
1.	Work executed, measured but not paid including price adjustment as per clause 70 of the contract - Payment of IPC-63	3,60,02,987 /-	Allowed in the sum of INR 88,28,012 /- along with interest @ 10% p.a. from 05.12.2019 till the passing of the Award. From the date of passing



Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision
			of the Award, interest shall be payable 10% p.a.
2	Payment of amounts withheld towards Liquidated damages	4,93,09,592 /-	Allowed in the sum of INR 4,93,09,592/- along with Simple Interest @ 10% p.a. from the date(s) of withholding the said amount till the date of passing of the Award and Future Interest at the same rate till payment thereof.
3	Refund of amount wrongfully deducted for excavated earth allegedly not dumped at DDA land (Deducted in IPC-62)	98,42,102 /-	Allowed in the sum of INR 98,42,102/-
4	Interest on delayed payments of running account bills	38,64,670 /-	Rejected
5(i)	Reimbursement of increase in "Work Contract Tax" after receipt of Tender from IPC-14 to IPC-59	1,03,01,080 /-	Claim allowed in the sum of INR 1,03,01,080/- Claimant is held entitled to simple interest @ 10% p.a. from the date of withholding of the said amount of INR 1,03,01,080/- till 10.12.2021 when this amount was paid
5(ii)	Release of amount of WCT deducted in IPC-60 for which WCT Certificate was not issued	2,62,445 /-	Claim is awarded in the sum of INR 2,62,445/- along with interest @ 10% p.a. from the date it was deducted from IPC 60 till the payment thereof.
6	Re-Imbursement due to financial impact of "GST" after receipt of Tender	30,39,764 /-	Tribunal awards the amount as calculated would be released to the Claimant. The Tribunal also awards simple interest @ 10% p.a. from the date it became due till its payment.
7	Reimbursement of environment compensation charge	10,05,200 /-	Claim withdrawn/ rejected
8	Release of Bank Guarantee against Security/retention money	1,64,23,725 /-	Rejected as already released
9	Release of Performance Bank Guarantee	5,10,10,399 /-	Rejected as already released



Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision
10	Compensation for losses & damages incurred on account of breaches of contract by NHAI including interest @ 10% up to 22.06.2018	59,80,16,432 /-	Allowed in the sum of INR 3.70 crore
11	Extra items executed but not approved	23,12,129/-	Rejected
12	Loss caused due to selection of preferential Makes / Brand for specific items when there were other options available in list of approved Make / Agencies as per Contract	50,00,000/-	Claim rejected/ withdrawn
13	Claim for maintenance from Nov. 2016 (Date of 1st occupation by NHAI) to 14.11.2019 (Issue of Defect Liabilities Certificate).	75,00,000 / -	Rejected
14	Cost of Arbitration, Legal expenses and Cost of stamp duty payable on arbitration award and other statutory costs for enforcement of award	50,00,000 / -	Rejected
15	GST payable on account of the award	At actual	Allowed
16	Interest as per section 31 of the Arbitration & Conciliation Act 1996, compounded monthly on present, pendent - lite and future interest	At actual	Interest is indicated above against the respective Claims.
Counter Claim No. 1	Claim on account of Loss to be incurred on account of repair and rehabilitation of structural defects, distress and cracks and various other defects like seepage / plaster / tile / granites, etc.		Respondent is held entitled to 50% of the expenditure to be incurred on account of repairs. Etc. The Respondent is also allowed to withhold INR 2.45 crore on this account for the time being.
Counter Claim No. 2	Interest @ 18% on the amount claimed under Counter Claim No. 1 pendent lite		Rejected
Counter Claim No. 3	Cost of the Arbitration including as per Section 31		Rejected



- G. Both the parties challenged the Arbitral Tribunal Award before Hon'ble High Court under Section 34 of the Arbitration and Conciliation Act, 1996. NHAJ has filed OMP (COMM.) 306/2023 before Hon'ble Delhi High Court. Contractor has filed OMP(COMM.) 291/2023 before Hon'ble Delhi High Court. The Contractor has also filed Execution Petition No. OMP (ENF.) (COMM.) 137/2023 for execution of the arbitration award.
- H. Hon'ble High Court heard the Execution petition on 07.08.2023 and ordered NHAJ to deposit Arbitral Tribunal Award Amount to Hon'ble High Court. Accordingly, NHAJ has deposited an amount of Rs. 13,08,32,706/- towards Arbitral Tribunal Award including interest up to 10.10.2023 before the Registrar General of Hon'ble High Court of Delhi on 10.10.2023.
- I. In the meantime, Contractor came forward with the proposal of amicable settlement, through conciliation vide their letters dated 15.05.2024, 21.05.2024 and 29.05.2024. In this regard, the Contractor has also filed an application before the Hon'ble High Court on 09.08.2024 for keeping the Court proceedings in abeyance, whilst the parties attempt to settle the disputes through Conciliation.
- J. In the light of the Contract Agreement and in exercise of their rights, the Parties agreed to refer their case for Conciliation before the Conciliation Committee of Independent Experts (CCIE-2) comprising Justice I.P. Vasishth (Retd.), Sh. A.K. Upadhyay, IAS (Retd.) & Sh. V.V. Ranganathan as conciliators (hereinafter referred to as the "Conciliation Committee");
- K. **Conciliation Committee** heard submission of both the parties on 03.09.2024. After detailed discussions between both the parties, the Conciliation Committee was informed about the broad contours of agreements reached between the parties and settlement on all the issues (including claim No. 3 i.e. Refund of amount deducted for excavated earth allegedly not dumped at DDA land after submission of indemnity bond dated 09.10.2024, which stated that, "Contractor undertake to settle the claim of DDA in accordance with the law in case the same is raised by DDA in future and indemnify NHAJ if NHAJ has to ultimately deposit the said amount with DDA", Annexure-1), as given below:

a) **Agreed amount of Settlement including interest up to 30.09.2024: -**

Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision	Agreed Settlement Amount including simple interest @ 9% up to 30.09.2024 (INR)
1.	Work executed, measured but not paid including price adjustment as per clause 70 of the contract - Payment of IPC-63	3,60,02,987 /-	Allowed in the sum of INR 88,28,012 /- along with interest @ 10% p.a. from 05.12.2019 till the passing of the Award. From the date of passing	1,31,14,072/-



Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision	Agreed Settlement Amount including simple interest @ 9% up to 30.09.2024 (INR)
			of the Award, interest shall be payable 10% p.a.	
2	Payment of amounts withheld towards Liquidated damages	4,93,09,592/-	Allowed in the sum of INR 4,93,09,592/- along with Simple Interest @ 10% p.a. from the date(s) of withholding the said amount till the date of passing of the Award and Future Interest at the same rate till payment thereof.	9,27,75,484/-
3	Refund of amount wrongfully deducted for excavated earth allegedly not dumped at DDA land (Deducted in IPC-62)	98,42,102/-	Allowed in the sum of INR 98,42,102/-	98,42,102/- (NHA allowed to release the said amount after submission of Indemnity Bond dated 09.10.2024, which clearly stated that, Contractor undertake to settle the claim of DDA in accordance with the law in case the same is raised by DDA in future and indemnify NHA if NHA has to ultimately deposit the said amount with DDA.)
4	Interest on delayed payments of running account bills	38,64,670/-	Rejected	0
5(i)	Reimbursement of increase in "Work Contract Tax" after	1,03,01,080/-	Claim allowed in the sum of INR 1,03,01,080/- Claimant is held entitled to simple interest @ 10%	31,16,458/- (Rs. 90,16,966 already paid against interim



Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision	Agreed Settlement Amount including simple interest @ 9% up to 30.09.2024 (INR)
	receipt of Tender from IPC-14 to IPC-59		p.a. from the date of withholding of the said amount of INR 1,03,01,080/- till 10.12.2021 when this amount was paid	award dated 05.07.2021 on dated 10.12.2021)
5(ii)	Release of amount of WCT deducted in IPC-60 for which WCT Certificate was not issued	2,62,445 /-	Claim is awarded in the sum of INR 2,62,445/- along with interest @ 10% p.a. from the date it was deducted from IPC 60 till the payment thereof.	4,10,183/-
6	Re-imbursement due to financial impact of "GST" after receipt of Tender	30,39,764 /-	Tribunal awards the amount as calculated would be released to the Claimant. The Tribunal also awards simple interest @ 10% p.a. from the date it became due till its payment.	0
7	Reimbursement of environment compensation charge	10,05,200 /-	Claim withdrawn/rejected	0
8	Release of Bank Guarantee against Security/retention money	1,64,23,725 /-	Rejected	0
9	Release of Performance Bank Guarantee	5,10,10,399 /-	Rejected	0
10	Compensation for losses & damages incurred on account of breaches of contract by NHAI including interest @ 10% up to 22.06.2018	59,80,16,432 /-	Allowed in the sum of INR 3.70 crore.	0
11	Extra items executed but not approved	23,12,129 /-	Rejected	0
12	Loss caused due to selection of preferential	50,00,000 /-	Claim rejected/withdrawn	0



Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision	Agreed Settlement Amount including simple interest @ 9% up to 30.09.2024 (INR)
	Makes / Brand for specific items when there were other options available in list of approved Make / Agencies as per Contract			
13	Claim for maintenance from Nov. 2016 (Date of 1st occupation by NHAI) to 14.11.2019 (Issue of Defect Liabilities Certificate).	75,00,000 / -	Rejected	0
14	Cost of Arbitration, Legal expenses and Cost of stamp duty payable on arbitration award and other statutory costs for enforcement of award	50,00,000 / -	Rejected	0
15	GST payable on account of the award	At actual	Allowed	At - actual (GST shall be reimbursed on submission of proof of deposition of GST)
16	Interest as per section 31 of the Arbitration & Conciliation Act 1996, compounded monthly on present, pendent - lite and future interest	At actual	Interest is indicated above against the respective Claims.	Included @9% p.a.
Amount in favour of Contractor (Grand Total Amount)				11,92,58,299/-
Counter Claim No. 1	Claim on account of Loss to be incurred on account of repair and rehabilitation of structural defects, distress and cracks and various other defects like seepage / plaster / tile / granites, etc.		Respondent is held entitled to 50% of the expenditure to be incurred on account of repairs. Etc. The Respondent is also allowed to withhold INR	Rs. 3,57,50,000/-



Claim No.	Particulars	Amount Claimed (INR)	Arbitral Tribunal's Decision	Agreed Settlement Amount including simple interest @ 9% up to 30.09.2024 (INR)
			2.45 crore on this account for the time being.	
Counter Claim No. 2	Interest @ 18% on the amount claimed under Counter Claim No. 1 pendente lite		Rejected	0
Counter Claim No. 3	Cost of the Arbitration including as per Section 31		Rejected	0
Amount in favour of NHAI (Grand Total Amount)				3,57,50,000/-

Amount in favour of Contractor (Grand Total Amount)	11,92,58,299/-
Amount in favour of NHAI (Grand Total Amount)	3,57,50,000/-
Amount Payable as per Agreed settlement	8,35,08,299/-

- b) NHAI shall remove the Non-Performer Order dated 16.07.2021 after signing of this Settlement Agreement before Conciliation Committee.
- L. NHAI would pay to the Contractor an amount of **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 **remove the Non-Performer Order dated 16.07.2021** towards full and final settlement of all the disputes and claims and counter claims between the parties under the Contract. No party would be entitled to raise any further claim in this regard on the other party to the Contract.
- M. Following the approval of their respective managements, the parties have decided to draw up a Settlement Agreement (this Agreement), setting out the terms of settlement including the finally settled amount of **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) payable by the NHAI to the Contractor and **removal of the Non-Performer Order dated 16.07.2021** after signing of this Settlement Agreement before Conciliation Committee.
- N. In the backdrop of above, the Parties have considered the terms and conditions that have been agreed to by and between the Parties after inter-se discussions and consultations and set out hereinafter in this Settlement Agreement and found the same to be in their respective interest. Further, the Parties while executing the Settlement Agreement, have fully understood of the financial losses and the benefits arising out of it and the Parties have analysed such financial implications vis-à-vis their interest and after having fully satisfied, the Parties have decided to enter into this Settlement Agreement in the interest of completion of the project.



Now, therefore, in consideration of the mutual Agreements and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Effective Date

This Agreement shall come into force on the very day of signing of this Agreement by the Parties (hereinafter referred to as "**Effective Date**").

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 A/c 38918472580 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. Terms of Settlement

3.1 The Parties hereby agree that payment of the aforesaid amount as mentioned in Clause 2.1 is the full and final amount due / payable by the Authority to the Contractor under Contract Agreement, for all claims /Disputes including Arbitration and all matters ancillary or related thereto.

3.2 The Parties hereby agree that NHAI shall remove the Non-Performer Order dated 16.07.2021.

3.3 Each Party hereby confirms that it does not have any residual, pending or any other claims, disputes or difference against each other including Arbitration in respect of the Contract Agreement and all claims, demands, disputes etc. of the Parties including that arising out of or in relation to the Contract Agreement against the other Party stands settled without any further recourse whatsoever.



3.4 It is agreed that the parties shall not raise any claims/ damages in future due to any reasons including cost overruns, idling of men, machinery and material, additional administrative expenses of the Contractor, escalations due to any cost/ activity, additional overhead cost of the Contractor, or any other issues prior to signing of this Agreement.

4. Obligations of the Parties

4.1 Obligations of NHAI

4.1.1 NHAI undertakes and agrees that the amount admissible in terms of Para 2.1 of this Agreement, shall be paid to the Contractor and remove the non-performer order 16.07.2021 within 30 days of the signing of this Settlement Agreement, duly authenticated by the Members of the Conciliation Committee.

4.1.2 NHAI undertakes and agrees that it will take immediate steps within 10 working days of the Effective Date for withdrawal of all its pending cases before the Hon'ble High Court or any Court of Law/ forum, if any, immediately after the Effective Date.

4.2 Obligations of the Contractor

4.2.1 Contractor undertakes and agrees that it will take immediate steps within 10 working days of the Effective Date for withdrawal of all its pending cases before the Hon'ble High Court or any Court of Law/ forum, if any, immediately after the Effective Date.

4.2.2 The Contractor agrees to defend and hold harmless the NHAI in respect of any future disputes raised by its partners, sub-contractors or third parties against NHAI with regard to the disputes settled herein, up to approval of items executed under Contract Agreement, by virtue of this Agreement.

5. Pending Proceedings

5.1 That the Parties have initiated the following legal proceedings:

5.1.1. NHAI

NHAI has filed OMP (COMM.) 306/2023 before Hon'ble Delhi High Court.

5.1.2. Contractor

Contractor has filed OMP(COMM.) 291/2023 before Hon'ble Delhi High Court. The Contractor has also filed Execution Petition No. OMP (ENF.) (COMM.) 137/2023 for execution of the arbitration award.

5.1.3 The Parties hereby confirm that in view of the full and final settlement reached between the Parties, no cause of action remains pending or outstanding for pursuing/ filing any legal proceedings at any point of time with respect to any item, whatsoever, and that the both parties shall fulfil its obligations under Clause 4 to close all pending legal proceedings. Both parties shall forthwith seek termination/ withdrawal of the Court proceedings in view of the settlement of disputes between the parties within the time agreed under Clause 4.



5.1.4 Each Party hereby confirms that it does not have any residual, pending or any other claims, disputes or differences against each other in respect of the Contract Agreement, and all claims, demands, disputes, litigations, legal proceedings etc. including that arising out of or in relation to the Contract Agreement against each of the Party, stand settled without any further recourse whatsoever.

6. Representation and Warranties

Each Party hereby represents and warranties to the other that:

6.1 They are duly incorporated or created and are validly subsisting under their respective applicable laws, including to take any action and execute any documents required by the terms hereof and this Agreement has been duly authorized, duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable in accordance with the terms hereof. The persons executing this Agreement hereby testify that they are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein;

6.2 As prescribed in Section 76 of The Arbitration and Conciliation Act, 1996, the Parties shall keep confidential all matters relating to this Settlement Agreement except where its disclosure is necessary for purpose of implementation and enforcement;

6.3 This Agreement does not violate any of the provisions of the Contract Agreement;

6.4 This Agreement does not breach or violate any order, writ, judgment, injunction or decree issued by any court or entity and it does not violate any law, rule, regulation, ordinance or code, its business or assets.

7. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Delhi shall have the exclusive jurisdiction over matters arising out or in relation to this Agreement.

8. Saving and Amendment of Agreement

This Agreement shall comprise the exclusive terms, conditions and agreements between the Parties in relation to the settlement of Claims hereto and all the Counter-claims by the Authority. The invalidity of whole or part of any provision hereof shall not affect the validity of other provisions. No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed in writing by the Parties and duly executed by persons especially empowered in this behalf by the Parties.

9. Rules of Construction to this Agreement

9.1 The Parties acknowledge and agree that they had the opportunity to have this Agreement reviewed by their respective legal counsels of their choice. Therefore, any purported rule that '*ambiguities should be construed against the drafter*' shall not apply in connection with the interpretation and construction of this Agreement.



9.2 Each of the Parties has considered and found this Agreement to be in their respective interests and are executing this Agreement without any coercion or undue influence and after taking such legal advice as deemed necessary by each of them.

10. Costs and Expenses

10.1 Each Party shall bear its own costs and expenses incurred in connection with the negotiations and execution of this Agreement and all acts, deeds and things contemplated to be done under this Agreement.

10.2 On successful conciliation an amount of Rs. 5.00 lakhs (Five Lakhs Rupees) towards the cost of conciliation to be adjusted from the proceeds, as agreed upon.

11. Additional Covenants

The Parties agree to cooperate fully and to take all actions, which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

In witness whereof the parties have put their respective hands hereinto on the date mentioned above.

For and on behalf of the National
Highways Authority of India

For and on behalf of M/s MBL
Infrastructure Limited

3. The parties are bound by the settlement agreement.
4. In view of the settlement agreement entered into between the parties, the present Petition is disposed of along with the pending applications, if any.
5. The date already fixed in the matter, i.e. 21.01.2025, stands cancelled.

SUBRAMONIUM PRASAD, J

NOVEMBER 20, 2024

Rahul