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

+ ARB.P. 1412/2024

M/S GRIMTECH PROJECTS L PVT LTDPetitioner

Through: Mr. Bipin Kumar Prabhat, Adv.
(through v/c)

versus

MS GANNON DUNKERLEY AND CO LTDRespondent

Through: Mr. Simrat Singh Pasay, Adv.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

20.12.2024

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1. A settlement agreement is stated to have been arrived at between the parties. The same has been filed *vide* diary No.6163019/24. Let the same be brought on record. A copy thereof has been handed over during the course of hearing.

2. Respective counsel for the parties submit that the outstanding disputes between the parties have been resolved in terms of the said settlement agreement. It is further pointed out that in terms thereof, the respondent is to pay a sum of Rs.17 Lakhs to the petitioner by way of full and final settlement against all the purchase orders / work orders / bills / invoices, up to and as on 13.12.2024. The said agreement *inter-alia* records as under:

“3. Consideration

The parties hereto agree that in lieu of the alleged total demand/dues as raised by Grimtech, to be allegedly payable by GDCL under the work order, GDCL hereby agrees to pay to Grimtech, as and by way of a full & final settlement net Amount of INR.17,00,000/- (INR Seventeen Lakhs Only) against all the Purchase Order/Work Orders/Bills/Invoices, up to and as on 13.12.2024 pertaining to the said Work Order, which Amount has been accepted by Grimtech,



(hereinafter referred to as the “Settlement Amount”). It is further agreed that GDCL shall pay the Settlement Amount in three installments as per the agreed schedule as described herein below-

- (i) 1st Instalment of Rs.5,66,000/- to be paid on the date of signing of Settlement Agreement.*
- (ii) 2nd Instalment of Rs.5,66,000/- to be paid by 31.01.2025*
- (iii) Final instalment of 5,68,000/- to be paid by 28.02.2025*

It is further agreed that Grimtech will not demand and nor will GDCL, be liable to pay any amount under the said work order beyond the Settlement Amount.”

3. Learned counsel for the parties undertake, on instructions, that the parties shall remain bound with the terms of the settlement agreement. The said undertaking is taken on record.
4. In view thereof, learned counsel for the petitioner does not press the present petition at this stage, however, seeking liberty to revive and/or take appropriate legal recourse in the event of breach of the terms of settlement agreement.
5. Accordingly, the present petition is dismissed as withdrawn, with liberty, as prayed for.

SACHIN DATTA, J

DECEMBER 20, 2024/cl