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

+ O.M.P. (COMM) 37/2018

UEM INDIA PVT. LTD.

.....Petitioner

Through: Mr. Tushar Mathur, Ms. Nikita Chouksey, Mr. Krishan Kumar, Advs.

versus

PALL INDIA PVT. LTD.

.....Respondent

Through: Mr Nilesh Sharma, Mr. Joseph Pookkatt and Mr. Dhawesh Pahuja, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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14.02.2025

I.A. 3924/2025

1. This application under Order 23 Rule 3 CPC has been filed on behalf of the Petitioner seeking withdrawal of the instant petition being O.M.P. (COMM) 37/2018 on account of compromise between the parties.
2. Material on record indicates that Settlement Agreement dated 16.01.2025 has been filed along with the present application, which reads as under:-

“SETTLEMENT AGREEMENT

The present Settlement Agreement dated 16.01.2025 (“Agreement”) is entered into on this 16th day of January 2025 by and between the following:

M/s Toshiba Water Solutions Private Limited, (erstwhile M/s UEM India Private Limited), a



company duly incorporated under the provisions of Indian Companies Act, 1956, having its registered and corporate office at 4th Floor, Tower-D, Pioneer Urban Square, Sector-62, Gurugram-122098, Haryana acting through Mr. Anil Kumar Chauhan, CFO and Legal Head and shall include its legal heirs, legal representatives, successors administrators,

*assigns and nominees and shall hereinafter to be referred as “**First Party**”.*

AND

*M/s Pall India Private Limited, a company duly incorporated under the provisions of Indian Companies Act, 1956, having its registered office at Unit No TF -B-08 Art Guild House CTS No 124-A Off LBS Marg Near Phoenix Mall Kurla (West) Mumbai - 400700 acting through Mr. Anand Subramaniam, Whole-time Director/ Country Lead India, and shall include its legal heirs, legal representatives, successors administrators, assigns and nominees and shall hereinafter to be referred as “**Second Party**”.*

*(That the First Party and Second Party shall hereinafter be referred as “**the Parties**”).*

WHEREAS *the First Party is a multi-disciplinary environmental services company that specialises in providing turnkey services in water and wastewater collection, treatment and disposal.*

AND WHEREAS *the Second Party is a manufacturer of proprietary filtration, separation and purification products and solution.*

AND WHEREAS *the First Party had issued a Letter of Intent dated 10.12.2012 in favour of the Second*



Paty ("**Pall India Lol**") in sequel to another Letter of Intent dated 06.12.2012 issued by Essar Oil Ltd (**presently Essar Oil and Gas Exploration Limited or "Essar", in short**) i.e. the owner of the Project in favour of the First Party ("**Essar LOI**") in pursuance of which main Engineering, Procurement and Construction Contract ("**EPC Contract**") was entered into between the First Party and Essar for setting-up of a water purification plant in terms of the said Contract.

AND WHEREAS accordingly, the First Party issued two Purchase Orders, and one Work Order dated 23.01.2013 (collectively referred to as "Order Documents/ Supply Contract") in favour of the Second Party to source and install equipment and materials for setting up of a water treatment plant for Essar.

AND WHEREAS during the execution of contract, certain disputes arose involving the parties herein and Essar due to which the respective contracts between the Parties and Essar could not be executed. Consequently, the Parties decided to refer the dispute to be adjudicated through arbitration in accordance with the agreed dispute resolution provision in their contract. Similarly, the First Party and Essar also referred the dispute to be adjudicated through arbitration in accordance with the dispute resolution provision in their contract.

AND WHEREAS an Arbitral Award dated 09.10.2017 was rendered whereby, Second Party's claims were allowed against the First Party, inter-alia, to the extent of Rs.4,44,86,800/- (Four Crores and Forty-Four Lakhs and Eighty Six Thousand and Eight Hundred Only) with 12% interest from 23.08.2013 ("**Pall India Award**"). The said Award has been challenged by the First Party before the High Court of Delhi under Section 34 of the



Arbitration and Conciliation Act, 1996.

AND WHEREAS during the above on-going proceedings under Section 34 of the Arbitration and Conciliation Act, 1996, before the High Court of Delhi, the Parties have decided to amicably and willingly settle all disputes between them concerning the Project.

AND WHEREAS in view thereof, the Parties have agreed that it would be efficacious that in full and final satisfaction of all claims of the Second Party against the First Party, Essar shall directly compensate the Second Party and discharge any liabilities of the First Party towards the Second party in respect of the Project as per the agreed settlement terms encapsulated below.

NOW thereof in consideration of the aforesaid, the Parties hereby agrees as follows:

1. The Parties have agreed that in full and final settlement of dispute under the Project and subsequent litigation proceedings, an amount of Rs.2,60,00,000/- (Rupees Two Crores Sixty Lakhs only) ("**Settlement Amount**") shall be paid to Second Party, within a period of three weeks from the date of signing of the present Agreement ("**Settlement Date**").
2. First Party shall pay at its own or ensure and procure the payment of entire Settlement Amount directly from Essar to the following nominated Bank account of Second Party within the Settlement Date:



Beneficiary's Name	PALL INDIA PVT LTD
Name of the Bank (to which payments should be sent)	Citi Bank N.A
Branch Name	FORT BRANCH
Address of Bank Branch	Bombay Mutual building, 293 DN Road Fort Mumbai-400001
Beneficiary E mail ID (for payment advice)	creditcontrol@pall.com
Bank Account number (As appearing on the cheque book)	0341648009
Branch IFSC Code (Applicable only for RTGS payments)	CITI0100000
Account Type	Current A/c

3. *Second Party has agreed that upon receipt of entire Settlement Amount by the Settlement Date, the First Party shall stand discharged of all claims and liabilities against it by the Second Party in all pending proceedings with respect to the Project including towards time, effort, costs and expenses incurred by the Second Party. Similarly, the First Party and Essar agree that the Second Party shall stand fully and finally discharged of all claims, liabilities, or obligations of any nature whatsoever against it by the First Party (Toshiba) and Essar in connection with the Project, the contract, or the supply of goods and services.*

4. *Within one week of the receipt of the entire Settlement Amount on or before the Settlement Date by the Second Party, the Parties shall file appropriate applications before the Hon'ble Delhi High Court to withdraw pending legal proceedings against each other being Petition bearing O.M.P No. (COMM) 37 of 2018, filed by the First Party against the Second Party and Petition bearing O.M.P (Enf)(Comm) No.98 of 2018, filed by the Second Party against the First Party, both presently pending before the Hon'ble High Court of Delhi and to consent for release of Security Deposit amount with the Court in favour of First Party.*

5. *The Parties undertake and agree that the payment*



of the entire Settlement Amount by First Party or Essar to the Second Party would be towards full and final settlement of all claims of the Second Party against the First Party in relation to the Project and the parties shall not initiate any legal proceedings against each other in respect of the Project before any legal forums including but not limited to the judicial and quasi-judicial authorities, whether located within or outside India. Similarly, the First Party undertake and agree that they shall not initiate any legal proceedings against the Second Party in respect of the Project, the contract, or the supply of goods and services before any legal forums, including but not limited to judicial and quasi-judicial authorities, whether located within or outside India. This mutual undertaking applies to all claims, liabilities, or disputes arising out of or in connection with the Project and the respective roles of the Parties.

6. Further, the Parties agree that this Agreement is a proof of full and final settlement of all claims and disputes and may be produced before any court and/or any legal forum for withdrawal of the cases filed in any court and/or any legal forum by either Party.

7. The parties agree that in case any party defaults in fulfilling any of the obligations detailed in this Agreement, then the Parties shall be placed in the same position as they were before signing this Settlement Agreement with all claims, rights and contentions available to them in law including the recovery of the deposit made in the Delhi High court in full in accordance with the High Court order dated 30.09.2021. However, First Party shall not be entitled to initiate any claims or proceedings against the Second Party in connection with the supply of goods under the contract, or the supply of any services in this regard.



8. In the event that Essar fails to make the payment within the Settlement Date, the First Party shall remain solely liable to pay the Settlement Amount to the Second Party, without prejudice to the Second Party's rights to enforce this Agreement. It is clarified that the failure of the First Party ensure payment of Settlement Amount from Essar, shall give the right to the Second Party to receive the Settlement Amount in full from the deposit made with the Hon'ble High Court in terms of the Court order dated 30.09.2021 passed in O.M.P No. (COMM) 37 of 2018.

9. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assignees, personal representatives and any other third parties who may have any claim or interest in relation to the Project, the contract, or the supply of goods and services. The First Party further represent and warrant that they have obtained all necessary authorizations or consents from any third parties, including Essar, to enter into this Settlement Agreement and to ensure its enforceability.

10. The Parties have received necessary authority to enter into the present Settlement Agreement. Each person signing this Settlement Agreement hereby represents and warrants that he/she has the authority to bind the entity, on behalf of which he or she has signed.

11. That the parties have reached the above settlement out of their free will without any duress or coercion from either side or anybody else and upon availing necessary legal advice. The Parties further confirm that they have read and fully understood the terms and conditions of this Settlement Agreement and agree that it represents the full and final resolution of all disputes between them in connection with the Project, the contract, and the supply of goods



and services.

12. Upon receipt of the Settlement Amount by the Second Party, both Parties expressly and irrevocably release the other Party, its legal heirs, successors, assigns, representatives, and nominees from any and all claims, obligations, liabilities, damages, or disputes of any nature whatsoever arising out of or in relation to the Project, the contract, or the supply of goods and services. It is agreed and understood by all Parties that this release is mutual, absolute, and final, and no Party shall institute, pursue, or maintain any legal or other proceedings against any other Party in connection with the Project, the contract, or the supply of goods and services.”

3. In view of the above, the instant petition being O.M.P. (COMM) 37/2018 is disposed of in terms of the Settlement Agreement dated 16.01.2025 entered into between the parties.

4. It is made clear that the parties shall remain bound by the Settlement Agreement dated 16.01.2025.

5. Since the petition stands disposed of, the amount deposited by the Petitioner for the stay of the Award, which is lying with the Registry of this Court be transferred to the following account:-

Bank Name	Sumitomo Mitsui Banking Corporation
Branch Name	Worldmark 3, Hospitality District, Aerocity, New Delhi - 110037
Account Holder Name	Toshiba Water Solutions Private Limited
Account No.:	10030800
IFSC Code:	SMBC0000001



6. The application is disposed of.
7. The next date of hearing i.e. 22.04.2025 stands cancelled.

OMP (ENF.) (COMM.) 89/2018

List on 21.02.2025.

SUBRAMONIUM PRASAD, J

FEBRUARY 14, 2025

RJ