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

+ **FAO(OS) (COMM) 49/2020**

THE MINISTRY OF ROAD TRANSPORT & HIGHWAYS

(MORTH)

.....Appellant

Through: Mr. Gunjan Sinha Jain and
Mr. Manu Bajaj, Advs.

versus

M/S L & T TRANSPORTATION INFRASTRUCTURE LTD

& ANR

.....Respondents

Through: Mr. Arpan Behl, Adv. for R-1.
Mr. S. Anand, Mr. D. Balaraman and
Mr. Selvam P, Advs. for R-2.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR
HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

09.04.2025

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CM APPL. 21402/2025

1. The parties to this appeal have entered into a settlement. The settlement agreement, dated 29 March 2025 has been placed on record along with this application.

2. The learned Counsel for the parties are present on behalf of their respective clients. They undertake on behalf of their clients to remain bound by the terms of the settlement.

3. Learned Counsel for the parties are also *ad idem* that in terms of



Clause 3.1 (g) of the settlement agreement, on a joint application being made by the parties to this Court, the Bank Guarantee No. 03050ILG001121 dated 20 July 2021 for ₹ 39.09 Crores would be returned to the respondent.

4. Accordingly, the Registry is directed to release the aforesaid Bank Guarantee to the respondent.

5. Both sides are also in the agreement that instead of filing a joint application to the High Court for return of the Bank Guarantee, the respondent may approach the Registry for the said purpose in which case, the Registry would return the Bank Guarantee.

6. In view of the aforesaid settlement, nothing survives for further adjudication in the appeal.

7. The appeal is accordingly disposed of in terms of the settlement agreement by which the party shall remain bound.

8. The application also stands disposed of.

C. HARI SHANKAR, J.

AJAY DIGPAUL, J.

APRIL 9, 2025

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[Click here to check corrigendum, if any](#)