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

+ **W.P.(C) 6927/2024**

BASANT PROJECTS PRIVATE LIMITEDPetitioner

Through: Mr. Rajiv Ranjan Mishra, Ms.
Surachi Yadav, Advs.
Mob: 9899973892
Email: office.rajivmishra.com

versus

TATA POWER DELHI DISTRIBUTION LIMITED
& ANR.Respondents

Through: Mr. Manish Srivastav, Mr. Moksh
Arora, Mr. Ankit Bhushan, Advs. for
R-1 with Mr. Amit Singh, AGM
Legal for R-1
Mob: 9999061836
Email: moksh@kdatta.in

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
04.07.2025

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1. Learned counsels appearing for the parties have jointly handed over copy of the Settlement Agreement dated 26th May, 2025 and submit that the present petition can be disposed of, in terms thereof.
2. The Settlement Agreement dated 26th May, 2025, is taken on record.
3. The settlement terms as contained in the Settlement Agreement dated 26th May, 2025, are reproduced as under:

“1. It is agreed between parties that estimated development cost of Rs. 18,01,87,877/- [Rupees Eighteen Crore One Lac Eighty Seven Thousand Eight Hundred and Seventy Seven Only] is payable by the Petitioner. The abovesaid amount is already paid by the Petitioner on 18th November 2024. The Petitioner agrees that Rs. 18,01,87,877/-



[Rupees Eighteen Crore One Lac Eighty Seven Thousand Eight Hundred and Seventy Seven Only] is only an estimate of energization cost to be incurred and shall be subject to reconciliation of final accounts upon completion of the abovesaid project execution work.

2. It is specifically agreed by the Petitioner that the petitioner shall provide layout of the Project, architectural drawings, building plan, appropriate land for installation of the sub station etc., pre execution of project and relay setting and protection philosophy, EI NOC, Lift safety certificate, Fire NOC post completion of project execution at customer end for Tata Power-DDL to energise the Project within timelines as per DERC Supply Code Guidelines 2017 from the date of execution of the present agreement. Any delay shall increase the overall completion timelines.

3. As part of present settlement and as an interim arrangement, the Respondent has already provided 600 KVA electricity connections on HT [Hereinafter referred to as the "HT Connection"] to the Petitioner.

4. It is agreed between parties that subject to compliance of the requirements above in Clause 2, commercial formalities as contemplated under DERC [Supply Code and Performance Standards) Regulation, 2017 by the Petitioner for grant of EHT electricity connection, respondent shall complete the project execution and provide EHT electricity connection of 7500 KVA at 33 KV for the Amaryllis Project as per DERC Supply Code Guidelines 2017.

5. In event of occurrence of force majeure events such as implementation of GRAP, statutory restrictions, delay in permission for right of way etc. by concerned statutory authority etc., the period as mentioned in Clause 4 above shall be extended automatically to the extent till such force majeure event exists.

6. It is agreed between parties that upon installation of above said EHT Electricity Connection, the above said interim HT connection of 600 KVA and all equipments installed for such HT connection shall be disconnected, dismantled and removed at the cost of the Petitioner.

7. It is agreed by the Petitioner that all the disputes or grievances as raised by the Petitioner in Writ Petition being W.P.(C) No.6927 of 2024 stands amicably resolved and settled. Hence, the Petitioner agrees to withdraw Writ Petition being W.P.(C) No. 6927 of 2024 within a period of 7 [seven] days from the date of execution of the present agreement.



8. Parties to the present agreement, represent and warrant to each other that it has the authority and capacity to enter into present Settlement Agreement and present Settlement Agreement constitutes the valid and binding obligation of such party and enforceable against it in accordance with its terms.

9. The Parties agree to be bound by the terms of the present Settlement Agreement. The parties further agree and undertake that they shall not resile from or raise any dispute regarding this Settlement Agreement in present or future.

10. The Parties agree that they have arrived at the present Settlement out of their own free will and desire and without any pressure, fraud, force, coercion, or undue influence from each other.”

4. This Court is informed that the petitioner has already paid a sum of Rs. 18,01,87,877/-, in terms of the aforesaid Settlement Agreement between the parties.

5. Both the parties are held bound by the terms of settlement.

6. Learned counsel appearing for petitioner expresses concern with respect to the expedited action by the respondents for electrification of the area in question.

7. Responding to the same, learned counsel appearing for respondent no. 1-TATA Power Delhi Distribution Limited (“TPDDL”), submits that respondent no. 1 shall expedite the process in terms of the Settlement Agreement.

8. Accordingly, noting the aforesaid, the present writ petition is disposed of.

MINI PUSHKARNA, J

JULY 4, 2025/SK