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

+ **FAO(OS) (COMM) 90/2025 & CM APPL. 80434/2025**

HPCL-MITTAL PIPELINES LTD

.....Appellant

Through: Mr. Kartik Nayar & Mr. Divyansh Rai,
Adv.

versus

COASTAL MARINE CONSTRUCTION AND
ENGINEERING

.....Respondent

Through: Mr. Aditya Verma, Mr. K Rigved
Prasad & Ms. Parkhi Rai, Adv. (M:
9790913150)

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE SHAIL JAIN

ORDER

% **19.12.2025**

1. This hearing has been done through hybrid mode.

CM APPL. 80434/2025 in FAO(OS) (COMM)-90/2025

2. The present appeal has been filed by the Appellant under Section 37 of the Arbitration and Conciliation Act, 1996 arising out of the impugned judgment dated 5th May, 2025 (hereinafter, '*impugned judgment*') passed by the Id. Single Judge in *O.M.P (Comm) 538/2020* titled *HPCL-Mittal Pipeline Limited*.

3. *Vide* the impugned judgment, the award dated 14th January, 2020 was set aside. In the present appeal, on 19th May, 2025, after hearing Id. Sr. Counsels for the parties it was recorded that the amount had been deposited by the Respondent and is released in favour of the Appellant.

4. However, the parties have now resolved their disputes and have entered into a settlement agreement dated 15th December, 2025. In terms of the said



settlement, the following terms and conditions have been agreed upon:

“3) HMPL invited bids from interested parties for operation and maintenance (hereinafter referred to as the "O&M") of its Single Point Mooring (hereinafter referred to as the "SPM") Terminal and associated facilities at Mundra Port including verification checks during installation on the terms and conditions set out in detail in the bidding documents.

4) COMACOE submitted its bid dated 14.12.2011 and thereafter, HMPL issued Letter of Award (hereinafter referred to as the "LOA") bearing no. 7200001755 on 14.06.2012 in favour of COMACOE. In addition to the LOA, a detailed Letter of Acceptance (hereinafter referred to as the "DLOA") bearing no. 9820000128 dated 16.07.2012 was also issued to COMACOE. This arbitration clause equally applies to this Settlement Agreement. The Contract Agreement was executed on 17.07.2012 (hereinafter referred to as the "Contract") and the Contract Price was Rs. 21,88,20,000/- (Rupees Twenty one crores eighty eight lacs twenty thousand only). The effective date of the Contract was 14.06.2012 and the O&M Contract was issued for a period of two (2) years from the date of the LOA i.e. 14.06.2012. HMPL had paid an advance amount of Rs. 56,96,416/- to COMACOE.

5) Certain disputes arose between the Parties in relation to the performance of the said Contract. Thereafter, HMPL terminated the Contract with COMACOE vide its Notice of Termination dated 21. 11 .2012 and invoked bank guarantee of COMACOE for an amount of Rs. 1,09,41,000/-.

*6) HMPL invoked arbitration on 10.10.2014 and arbitral tribunal comprising of Hon'ble Mr. Justice G.P. Mathur (Retd.) (Presiding Arbitrator), Hon'ble Mr. Justice Mukul Mudgal (Retd.) and Prof. Anthony W.J. Fernandez (hereinafter referred to as the "**Arbitral Tribunal**") was constituted. HMPL filed its claim of Rs. 19,40,43,582/- which was increased subsequently to Rs.*



20,04,74,643/- i.e. by Rs. 64,31,061/-. COMACOE filed its Statement of Defence and Counter Claim of Rs. 22,09,75,584/- before the Ld. Arbitral Tribunal.

7) The Ld. Arbitral Tribunal passed a majority Arbitral Award dated 14.01.2020 read with the Order dated 08.08.2020 (hereinafter referred to as the "**Arbitral Award**") in favour of HMPL allowing claims of Rs. 17,51,96,439/- and Counter claims of COMACOE towards BG amount of Rs. 1,09,41,000/- and Rs. 4,16,64,625/towards the 158 days for which COMACOE claimed that they had performed the Contract and that its bills remained un-paid. Thus, after deducting the aforesaid amounts, HMPL was awarded a net amount of Rs. 12,25,90,814/- along with costs of the arbitration of Rs.1,30,35,000/- (Rupees One crore thirty lacs thirty five thousand only) thereby totalling to Rs. 13,56,25,814/- (Rupees Thirteen crores fifty six lacs twenty five thousand eight hundred fourteen only) with interest at a rate of 2 (two) percent higher than the current rate of interest prevalent as on 14.01 .2020, in the event the sums are not paid by COMACOE to HMPL."

5. The Court has examined the settlement agreement. Both parties have signed the settlement agreement and the settlement agreement is lawful. There is no impediment in recording the settlement between the parties. It is, accordingly, directed that both parties shall be bound by the terms and conditions of the settlement.

6. The present appeal is disposed of in terms of the settlement. Pending applications, if any, are also disposed of. Parties are free to move before the Id. Single Judge in terms of the settlement agreement.



7. The order be uploaded forthwith.
8. The next date of hearing is cancelled.

PRATHIBA M. SINGH, J.

SHAIL JAIN, J.

DECEMBER 19, 2025

dj/ck