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

+ W.P.(C) 15200/2023
NBCC (INDIA) LTD.

.....Petitioner

Through: Mr. Kartik Nagarkatti and Ms.
Sanidhya Kumar, Advs.

versus

MICRO AND SMALL ENTERPRISES FACILITATION COUNCIL
SOUTH EAST, GOVERNMENT OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sumit K. Batra, Adv. for R-1.
Mr. Manuj Aggarwal, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **02.07.2025**

CM APPL.37565/2025 (filed on behalf of petitioner for disposal of present petition)

1. The petitioner has filed the instant writ petition being aggrieved by Reference No. DL/08/M/SEC/00576/8830 dated 21.04.2023 under Section 18 of the Micro Small and Medium Enterprises Development Act, 2006 (MSMED Act), whereby the respondent no.1 has referred the disputes raised by the respondent no.2 to the Delhi International Arbitration Centre (DIAC).

2. Learned counsel for the petitioner and respondent no.2 submit that during the pendency of the present petition, the parties have entered into a deed of compromise dated 16.07.2024. A copy of the same has been enclosed as Annexure-A to CM-37565/2025. In terms thereof (as mentioned in CM-37565/2025), the parties have agreed as under:

“(i) Respondent No. 2 would withdraw the applications made before Respondent No. 1 Council and DIAC and withdraw all its claims arising thereof from the said applications before Respondent No.



Council and DIAC and/or with respect to the Project in question, within five days of execution of the Deed of Compromise/Settlement.

(ii) The Petitioner would pay a sum of Rs. 11,12,141/(Eleven Lakh Twelve Thousand One Hundred Forty One Only) to Respondent No.2 within seven days of receipt of certified copies order(s)/judgment(s) from Respondent No. 2 confirming withdrawal of the aforementioned applications before Respondent No. 1/DIAC.

(iii) Upon receipt of the aforesaid amount of Rs.11,12,141/- (Eleven Lakh Twelve Thousand One Hundred Forty One Only) from the Petitioner, any/all disputes pending between the parties arising out of the said works/project and all/any grievances shall stand fully satisfied between the parties.”

3. Learned counsel for the petitioner and respondent no.2 submit that the parties have acted upon the aforesaid deed of compromise/settlement. Consequently, the respondent no.2 has taken steps to withdraw all its claims / close the ongoing arbitration proceedings under the aegis of the DIAC.

4. Further, the petitioner has already paid a sum of Rs.11,12,141/- to the respondent no.2.

5. In the circumstances, it is jointly submitted that the disputes between the parties stand resolved in terms of the deed of compromise/settlement dated 16.07.2025.

6. Consequently, as jointly prayed, the present petition is disposed of, taking on record the aforesaid deed of compromise/settlement deed dated 16.07.2025.

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7. The date already fixed i.e. 11.08.2025 stands cancelled.

SACHIN DATTA, J

JULY 2, 2025/cl