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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(OS) 3226/2015 & I.A. 3668/2016, I.A. 4927/2016, I.A.
11380/2025
NANGIA CONSTRUCTION(I) PVT. LTD.

.....Plaintiff

Through: Mr. Raman K, Sr. Adv. with Mr.
Varun Kapur, Adv.

versus

TELECOMMUNICATION CONSULTANTS & ANR.

.....Defendant

Through: Mr. Chandan Kumar, Mr. Vikram
Sharma, Advs. with Ms. Divya
Vashishtha, AR for TCIL

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
06.05.2025

1. During the pendency of the proceedings, the parties have arrived at a Settlement dated 11.04.2025 wherein an amount of Rs. 88,92,445/- as full and final settlement in respect of the Award dated 24.08.2015 shall be released by the defendant to the plaintiff after the statutory deductions, if any. Operative portion of the said Settlement is extracted below:-

*“Now, therefore, it is mutually settled and agreed to
between the Parties as under:*

1. *It is agreed by and between both the parties that an*

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amount of Rs. 88,92,445/- (Rupees Eighty Eight Lakh Ninety Two Thousand Four Hundred and Forty Five only) as final settlement of dues in respect of the Award dated 24.08.2015 will be released by TCIL after statutory deductions in favor of Mis Nangia after signing of this settlement deed and disposal of the case being CS (OS) No. 322612015 in terms of this Settlement Deed.

2. After signing of this Settlement Deed, TCIL will release the Bank Guarantee No. 66185 dated 18.07. I 985 presently valid till 31.05.2025 amounting to Rs. 15 lakh issued by Canara Bank, Karol Bagh, New Delhi.

3. It has been agreed by both the parties that there will be no other claims or interest on such claims, against each other and that nothing shall be outstanding after the receipt of payment by Mis. Nangia from TCIL as mentioned above.

4. It is agreed by both the parties that TCIL shall not pay or bear any amount over and above the said agreed amount of Rs. 88,92,445/- (Rupees Eighty Eight Lakh Ninety Two Thousand Four Hundred and Forty Five only). Any amount over and above the said agreed amount, including but not limited to, any taxes, duties, levies, government dues etc. shall be borne by Mis. Nangia only.

5. It is agreed and declared that on execution of the settlement agreement, both the parties shall first withdraw their respective objections to the Award pending before Hon'ble High Court of Delhi in CS (OS) No. 322612015

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and then TCIL shall make the payment as agreed upon in this settlement deed within 15 days of disposal of the case being CS (OS) No. 322612015 in terms of this Settlement Deed.

6. It is agreed between the parties that any other pending dispute/litigation before any Court/Tribunal/Forum in respect of the said Project and A ward dated 24.08.2015 shall stand settled between the parties in terms of this settlement deed.

7. It is agreed and declared that in respect of this Project/Award dated 24.08.2015, no claim of M/s Nangia of any nature whatsoever now remains balance/pending against TCIL after this settlement deed. Mis Nangia. undertakes not to initiate I not to file any petition or appeal I engage in any legal proceeding of any nature whatsoever against TCIL, in future in relation to I in respect of I concerning to the civil works of the project awarded by MO PTT, KSA through Beta Company of Saudi Arabia and Award dated 24.08.2015.

8. M/s Nangia and its authorized representative hereby agrees to protect, indemnify and hold harmless TCIL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) against any litigation, proceedings, claims, costs, charges or expenses which may be made in future

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against TCIL or which TCIL may have to pay, incur or suffer as a result (direct or indirect) of this payment.

9. It is agreed and declared that in respect of this Project, no claims/counter-claims of TCIL of any nature shall remain pending against Mis Nangia after this settlement deed. TCIL undertakes not to initiate/file any petition or appeal /engage in any legal proceeding of any nature whatsoever against M/s Nangia, in future in relation to/in respect of/concerning to the Award dated 24.08.2015 i.r.o. the civil works of project awarded by MOPTT, KSA through Beta Company of Saudi Arabia.

10. It is agreed and declared that M/s Nangia shall maintain absolute confidentiality in respect of the settlement arrived between the parties and shall not disclose the same to any third party.

11. It is agreed and declared that on signing of this settlement deed all the disputes/pending issues or claims of any nature whatsoever between the parties, stand settled in term of this settlement deed.

12. This settlement deed is signed by the authorised representatives of the parties, without any coercion, inducement or duress of any kind and with the sole motive to conclude the matter.”

2. In view of the Settlement arrived between the parties, both the parties withdraw their objections.
3. For the said reasons, in view of the settlement and binding the parties

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to the terms of the settlement, the present suit is disposed of.

JASMEET SINGH, J

MAY 6, 2025/sp

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

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