JYOTI RAJESH MANE
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO. 296 OF 2016
WITH
NOTICE OF MOTION NO. 2056 OF 2016

Hindustan Construction Company Limited ...Petitioner
Versus
Engineering Services ...Respondent

Mr. Jatin Pore a/w. Mr. Karan Jain a/w. Ms. Meera Shah i/b. DSK Legal, for the Petitioner.

Mr. Pankaj Sutar a/w. Ms. Chaitali Kamble, i/b. Jayakor & Partners, for Respondent.

CORAM: AARTI SATHE, J.

DATE: 07 OCTOBER 2026

P.C.

1. The present arbitration petition has been filed by the Petitioner challenging the award dated 16th September 2015, whereby the Petitioner was directed to pay certain amounts to the Respondent. Learned counsel appearing on behalf of the parties have today placed before this Court a Settlement Agreement dated 11th September 2026, whereby the disputes forming the subject matter of the present arbitration petition have been amicably settled between the parties.

2. Learned counsel appearing on behalf of the Petitioner has specifically drawn the attention of this Court to Clause 4 of the Settlement Agreement, which provides that the parties shall jointly request this Court to take the aforesaid Agreement/Settlement on record and pass appropriate orders for disposal of the

proceedings under Section 34 of the Arbitration and Conciliation Act, 1996, as well as the execution proceedings, in terms of the settlement recorded therein. Clause 4 of the aforesaid Settlement Agreement is reproduced below:

> 4. WITHDRAWAL AND DISPOSAL OF PENDING PROCEEDINGS
> 4.1 Upon execution of this Settlement Agreement, the Parties shall take all necessary and appropriate steps before the Hon'ble High Court of Judicature at Bombay for recording the settlement and for withdrawal and/or disposal of Arbitration Petition No. 296 of 2016 filed by HCC under Section 34 of the Act and Execution Petition No. COMEX/1712/2018 filed by Engineering Services for enforcement/execution of the Award, together with all connected applications and proceedings arising therefrom.
> 4.2 The Parties shall jointly request the Hon'ble High Court of Judicature at Bombay to take this Agreement/settlement on record and pass appropriate orders for disposal of the aforesaid Section 34 Proceedings and Execution Proceedings in terms of the settlement recorded herein.
> 4.3 Upon execution of this Agreement and subject to the terms contained herein, Engineering Services shall not take any further steps for enforcement or execution of the Award, and HCC shall not pursue the Section 34 Proceedings, except as may be necessary for giving effect to or enforcing the terms of this Agreement.
> 4.4 For the avoidance of doubt, the withdrawal and/or disposal of the aforesaid proceedings shall be pursuant to and in consideration of the settlement recorded herein and shall not be construed as an admission by either Party of the correctness, validity or merits of the contentions raised in the said proceedings.

3. Considering that the parties are ad idem that in view of the aforesaid Settlement Agreement, nothing survives for adjudication in the present Arbitration Petition, this Court is of the view that the present Petition can be disposed of in terms of the Settlement Agreement. A copy of the Settlement Agreement is taken on record and marked 'X' for identification.

4. The Settlement Agreement has been duly executed by the authorised representatives of both parties and also bears the signatures of the relevant witnesses. In view of the aforesaid Settlement Agreement, the present Arbitration Petition stands disposed of in terms thereof.

5. Interim applications, if any, also stand disposed of. No costs.

(AARTI SATHE, J.)