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

+ **CS(COMM) 580/2021**

LARSEN AND TOUBRO LIMITED

..... Plaintiff

Through: Mr. Manu Seshadri, Mr.
AveakGanguly, Ms. Pallavi Anand
and Mr. Abhijit Lal, Adv.

versus

NBCC INDIA LIMITED AND ANR

..... Defendants

Through: Mr. Arvind Minocha Sr. Adv. with
Mr. Krishan Kumar Adv. and Mr.
Nitin Pal Adv. for D1.
Dr. Subhash C. Gupta, Adv. for D2.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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14.10.2022

IA. 3159/2022

1. This application has been filed by the plaintiff with the following prayers:

“It is therefore humbly prayed that the Hon'ble Court may be pleased to:

- a. issue a certificate in favour of the Applicant directing the Collector / Registry to fully refund the court fees on Rs. 11,21,85,465/- in all amounting to Rs.10,94,974.80/- (Rupees ten lakh ninety-four thousand nine hundred and seventy-four and paise eighty only) to the Applicant;*
- b. pass such further or other orders as it may deem fit and proper in the facts and circumstances of the case and thus render justice.”*



2. The submission of Mr. Manu Sheshadri, learned counsel appearing for the plaintiff is that against the claim of ₹255,94,05,316/-, the plaintiff had paid the court fee of ₹2,42,89,186/- and in view of the out of court settlement, an amount of ₹11,21,85,465/- in partial satisfaction of the suit claim has been paid. According to him, the suit claim is reduced to ₹244,72,19,851/-.

3. According to him, an application seeking amendment of the prayer clause being IA 4595/2022 has been allowed by this Court and the amended plaint has also been filed on record. He has drawn my attention to the prayer clause in the amended plaint, which reads as under:

“In the facts and circumstances stated hereinabove, it is therefore respectfully prayed that this Hon’ble Court may be pleased to –

(a) Declare that the Defendant No.1 is in breach of Contract Packages dated 29.09.2009, 09.06.2010 and 30.05.2012;

(b) Pass a judgment and decree in favour of the Plaintiff and jointly and severally against the Defendant No.1 and Defendant No.2 for a sum Rs.244,72,19,851/- (Rupees two hundred and forty-four crore seventy-two lakh nineteen thousand eight hundred fifty-one only);

(c) Pass a judgment and decree in favour of the Plaintiff and jointly and severally against the Defendant No.1 and Defendant No.2 directing payment of interest at 12% p.a. from when the decretal sums became due, pendente lite and in future till date of payment;

(d) Pass such further or other orders as the Hon’ble Court may deem fit and proper in the facts and circumstances of the case and thus render justice.”

4. According to him, the prayer made in this application needs to be granted in favour of the plaintiff and an amount of ₹10,94,974.80/- being the excess court fee need to be refunded.

5. The Registry to give its report on the prayer made by the plaintiff in this application.



I.A. 12857/2022

6. Mr. Arvind Minocha, learned Sr. Counsel appearing for defendant No.1 states, this application be heard on the next date of hearing.

I.A. 8962/2022

7. This application has been filed by the plaintiff seeking closure of the right of the defendant No.1 to file written statement. Reply to the application has been filed by defendant No.1. Mr. Sheshadri states, he does not wish to file any rejoinder to the reply filed by Mr. Minocha.

8. Noting the said submissions, list the pending applications on February 14, 2023.

V. KAMESWAR RAO, J

OCTOBER 14, 2022/jg