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

+ **ARB.P. 854/2025**

**ZETWERK MANUFACTURING BUSINESSES PVT.
LTD.**

.....Petitioner

Through: Mr. Ankit Parhar, Ms. Sneha Dey and
Mr. Tanish Gupta, Advs.

versus

PIONEER FABRICATORS PVT. LTD.

.....Respondent

Through: Mr. Anubhav Rastogi, Adv.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

20.02.2026

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1. The parties have settled their disputes in the present proceedings before the Delhi High Court Mediation and Conciliation Centre.
2. A Conciliation/Conciliated Agreement dated 07th November, 2025 has been received from the Delhi High Court Mediation and Conciliation Centre and is placed on record, bearing the signatures of the parties and their respective counsels. In terms of the said Agreement, the respondent had to pay a total sum of Rs. 33 Lacs to the petitioner.
3. Learned counsel appearing for the petitioner confirms that the full amount has been paid in terms of the Conciliation Agreement between the parties.
4. Both the parties jointly submit that in view of the aforesaid Conciliation Agreement executed between the parties, the present petition may be disposed of.



5. The Conciliation Agreement dated 07th November, 2025, as entered into between the parties through the process of Conciliation before the Delhi High Court Mediation and Conciliation Centre, reads as under:



**DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE,
DELHI HIGH COURT, SHER SHAH ROAD, NEW DELHI**

Dated: 07.11.2025

M & C No. 2355/25

ARB.P. 854/2025

**Zetwerk Manufacturing Businesses Pvt. Ltd Vs. Pioneer
Fabricators Pvt. Ltd.**

CONCILIATED AGREEMENT

This Conciliated Agreement is executed at New Delhi on 07.11.2025.

BETWEEN

ZETWERK MANUFACTURING BUSINESSES PVT. LTD. HAVING ITS REGISTERED OFFICE AT VAISHNAVI SOVERIEGN, GREEN GLEN LAYOUT, BELLANDUR, BENGALURU, KARNATAKA-560103, THROUGH ITS AUTHORIZED REPRESENTATIVE MR. CHANCHAL KUMAR AUTHORIZED VIDE BOARD RESOLUTION DATED 09.05.2025. A COPY OF THE SAME IS ANNEXED AS **ANNEXURE-A (FIRST PARTY)**

AND

PIONEER FABRICATORS PVT. LTD. HAVING ITS REGISTERED OFFICE AT A-215, SHOP NO.51, 2ND FLOOR, CHAWALA COMPLEX, GALI NO.1, SHAKARPUR, EAST DELHI, DELHI-110092 ALSO AT B-2 SARASWATI INDUSTRIAL ESTATE, PARTARPUR, MEERUT, UTTAR PRADESH-250103, THROUGH ITS AUTHORIZED REPRESENTATIVE MR. RAJ KUMAR SINGH (CHIEF LEGAL OFFICER) AUTHORIZED VIDE BOARD RESOLUTION DATED 01.11.2025. A COPY OF THE SAME IS ANNEXED AS **ANNEXURE-B (SECOND PARTY)**



WHEREAS:

1. The Second Party issued Purchase Order No. PFPL/Zetwerk/DMRC/20-21/486 dated 31.03.2021 ("**Purchase Order**") in favour of the First Party in relation to certain work awarded by Delhi Metro for the Mumbai Metro Rail Project ("**Project**").
2. On account of certain disputes arising out of the Purchase Order, the First Party was constrained to approach the Hon'ble High Court of Delhi for appointment of an Arbitrator vide ARB P. No.854/2025.
3. The said petition was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide order dated 06.08.2025 passed by Hon'ble High Court of Delhi.
4. The Parties agreed that Mr. Shyam S. Sharma, Advocate shall act as their conciliator under Part-III of Arbitration and Conciliation Act, 1996 to facilitate them in resolving their disputes.
5. Comprehensive sessions were held with the Parties and their respective counsel(s) on 13.08.2025, 27.08.2025, 01.09.2025, 08.09.2025, 09.09.2025, 25.09.2025 and 06.10.2025, 29.10.2025 and 07.11.2025.
6. The Parties, with the assistance of the Conciliator, have thereafter amicably resolved their disputes and agreed to put those agreed terms hereunder in the present Conciliated Agreement.



7. The Parties, with the proactive participation, have arrived at an amicable solution resolving their disputes and differences on the following terms and conditions: -

- a. It has been agreed between the Parties that the Second Party shall pay a total sum of Rs.33,00,000/- (Rupees Thirty Three Lakh Only) to the First Party as full and final settlement amount of all the claims of the First Party against the Second Party.
- b. The Second Party agrees to pay the settlement amount of Rs.33,00,000/- (Rupees Thirty Three Lakh Only) through RTGS/ NEFT/Cheque mode to the First Party in the following manner:

Instalment No.	Amount (in Rupees)	Date
I	9,00,000/- already received	Vide Cheque No. 226003 dated 06.11.2025. The First Party acknowledges the same. Copy of cheque enclosed as Annexure-C .
II	9,00,000/-	30.11.2025
III	9,00,000/-	31.12.2025
IV	6,00,000/-	31.01.2026

8. The Second Party agrees to pay the amount as agreed hereinabove, in case of any default, the Second Party shall be liable to pay interest @ 10% per annum on such default till realization of the actual installment(s) and the First Party shall be at liberty to take legal recourse as per law.



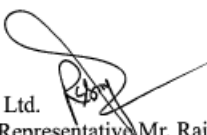
9. That the Second Party shall deduct TDS on the interest component as per applicable provisions of the Income Tax Act, 1961 and shall deduct the amount of TDS from the 4th installment. Advice of payment of TDS shall be shared with the first party.
10. That this Agreement shall be binding between the Parties from the date of execution of this Agreement.
11. That the Parties mutually agree to the terms and conditions of this Agreement and shall take steps to implement and execute the terms and conditions of this Agreement.
12. It is agreed between the Parties that the present Conciliated Agreement be treated as Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 as amended upto the date and the same shall have the status and effect of an arbitral award under Section 74 of the Arbitration and Conciliation Act, 1996.
13. That with the execution of this Agreement, the Parties hereby unconditionally and unequivocally agree to remain bound by the terms of the Agreement and undertake not to raise any future claim, dispute, demand, object or concern with regard to the subject matter of this Agreement.
14. This Agreement is solely for the benefit of the Parties hereto, and no other person or entity shall have any right hereunder. This Agreement shall be binding on and shall enure to the benefit of the Parties and their respective executors, administrators, personal representatives, heirs, successors and assigns.



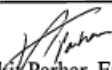
15. The Parties agree that they have arrived at the present Conciliated Agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the Parties and/or their family members. The Parties also agree that the contents of the present Conciliated Agreement have been understood by them in its true letter and spirit.

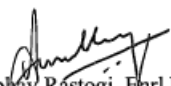
PARTIES SIGNATURES


Zetwerk Manufacturing Businesses Pvt. Ltd.
Through its Authorized Representative Mr. Chanchal Kumar
(First Party)


Pioneer Fabricators Pvt. Ltd.
Through its Authorized Representative Mr. Raj Kumar Singh
(Second Party)

COUNSELS' SIGNATURE


Ankit Parhar, Enrl.No. D/1662/2008
Advocate for the First Party


Anubhav Rastogi, Enrl.No. UP/05848/2010
Advocate for the Second Party


(Shyam S. Sharma)
Conciliator
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6. The Court is satisfied that the settlement has been arrived at between the parties following due procedure and meeting the essentials specified in Order XXIII Rule 3 of the Code of Civil Procedure, 1908 ("CPC").
7. Therefore, the parties shall be bound by the aforesaid settlement.
8. Accordingly, noting the aforesaid Conciliation Agreement dated 07th November, 2025, and in view of the submissions of the parties, the present



petition, is disposed of.

MINI PUSHKARNA, J

FEBRUARY 20, 2026/KR