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

CNR No. DLHC010669302024

+ **ARB.P. 1540/2024, I.A. 6844/2025**

**JSR CONSTRUCTION PRIVATE LIMITED AND PRN
INFRATECH ENGINEERS AND CONTRACTORS JV**

.....Petitioner

Through: Mr. Kaushik Laik, Mr. Akshay
Kaushik, Mr. Shashank Tiwari & Mr.
H.N. Thangal, Advs.

versus

**NATIONAL HIGHWAYS AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED**

.....Respondent

Through: Mr. Brijesh Kumar Tamber, Mr.
Vinay Singh Bist, Mr. Yashu Rustagi
& Ms. Chanchala Tiwari, Advs.
(through VC).

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

21.08.2026

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I.A. 22799/2026

1. This application is filed under Section 151 of the Code of Civil Procedure, 1908 seeking permission to withdraw the petition in terms of the settlement agreement dated 24.06.2026 executed between the parties.
2. Learned counsel for the parties submit that the parties have settled their disputes in terms of the settlement agreement dated 24.06.2026 and the terms and conditions of the settlement agreement are reproduced below:



1. Effective Date:

This Settlement Agreement shall come into force upon the signing of this Agreement by the parties (hereinafter referred to as the "Effective Date").

2. The amount of Full and Final Settlement.

Parties hereby agree that the amount of full and final bill will be released as agreed as per the Settlement Agreement.

3. Terms of Settlement.

3.1 Obligation of Contractor (M/s JSR JV|PNR)

The Contractor hereby agrees to the following terms upon settlement of its claims relating to compensation for withdrawn work, withheld payments, and unpaid executed works:

- (i) **Waiver of Claims:** The Contractor irrevocably waives and relinquishes all present and future claims, demands, and entitlements arising out of or in connection with the matters specified herein, the total value of which amounts to **Rs. 20,12,67,384/-**

- a. Machinery idle charges
- b. Manpower and administration costs beyond the contract period
- c. Financing charges
- d. Survey charges pertaining to de-scoped portions of work

- (ii) **Withdrawal of Legal Proceedings:** The Contractor shall withdraw, unconditionally and at its own cost, all ongoing arbitration, litigation, or any other legal proceedings initiated by or on behalf of the Contractor arising out of or in connection with the EPC Contract.

- (iii) **Indemnity:** The Contractor shall indemnify, defend, and hold harmless the Authority (NHIDCL) from and against any and all future claims, disputes, demands, actions, losses, damages, liabilities, or costs (including litigation costs) raised by any subcontractors, suppliers, or third parties arising from or related to the matters resolved under this Settlement Agreement.

3.2 Obligations of NHIDCL:- In consideration of the acceptance and waivers by the Contractor under Clause 3.1 above, the Authority agrees to the following:

- i. **Payment for Withdrawn Work:** NHIDCL shall release payment in respect of withdrawn work in accordance with Clause 8.3(iii)(a) of the EPC Contract, proportionate to the value of work executed (i.e., amount of work executed till SPS-14 + unpaid works in SPS-15), totalling **Rs. 5,34,82,754/-** (Rs. 5,18,58,493 + Rs. 16,24,261), in full and final settlement against the Contractor's claim of **Rs. 16,17,97,669/-**, without admission of liability for the balance amount.
- ii. **Release of Withheld Payment:** NHIDCL shall release a previously withheld amount of **Rs. 1,33,80,304/-** in full and final settlement against the Contractor's claim of **Rs. 2,01,20,246/-**, without admission of liability for the balance amount.
- iii. **Payment for Unpaid Executed Work:** NHIDCL shall release **Rs. 1,04,73,252/-** towards unpaid works already executed by the Contractor, in full and final settlement against the Contractor's claim of **Rs. 1,65,98,003/-**, without admission of liability for the balance.
- iv. **Waiver of Damages and Penalties:** NHIDCL shall waive:
 - a. Damages for delay or slippage of project milestones
 - b. Damages, penalties, or additional charges in relation to works executed at the risk and cost of the Contractor
- v. **Final Settlement Payment:** The final settlement amount i.e. an aggregate sum of **Rs. 7,73,36,310/-** as mutually agreed, shall be disbursed within **thirty (30) days** from the Effective Date.
- vi. **Release of Performance Security:** The Performance Security submitted by the Contractor under the EPC Contract shall be released.



- 3.3 The disputes in question stand fully and finally resolved. The Parties mutually agree to foreclose the EPC Contract to the extent stated herein. Neither Party shall raise further disputes or claims in any forum in relation to these matters.

4. Pending Proceedings

The Parties agree to withdraw all legal proceedings (such as arbitration, etc) pending in any forum related to the dispute, within 10 days of the execution of this Agreement.

5. Representation and Warranties

Both parties hereby represent and warranties to the other that except and otherwise agreed in this Settlement Agreement:

- (i) They are duly incorporated or created and are validly subsisting under their respective applicable laws including to take any action and execute any documents required by the terms hereof and this Agreement has been duly authorized, duly and validly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with the terms hereof. The persons executing this Agreement hereby testify that they are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein;
- (ii) This Agreement does not violate any of the provisions of its Contractual documents;
- (iii) This Agreement does not breach or violate any order, writ, jurisdiction, injunction or decree issued by any court or entity and also does not violate any law, rule, regulation, ordinance or code, its business or assets.

6. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Delhi shall have the exclusive jurisdiction over matters arising out of or in relation to this Agreement.

7. Entire Agreement

This Agreement shall comprise the exclusive terms, conditions and agreements between the parties. The invalidity of whole or part of any provision hereof shall not affect the validity of the other provisions. No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the parties and duly executed by persons especially empowered in this behalf by the parties.

8. Rule of Construction of this Agreement

- (i) The parties acknowledge and agree that they had the opportunity to have this Agreement reviewed by legal counsel of their Choice. Therefore, any purported rule that 'ambiguities'



should be construed against the drafter' shall not apply in connection with the interpretation and construction of this Agreement.

- (ii) Each of the parties have considered and found this Agreement to be in their respective interest and are executing this Agreement without any coercive and undue influence and taking such legal advice as deemed necessary by each of them.

9. Cost and Expenses

Each party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and all acts, deeds and things Contemplated to be done under this Agreement.

10. Additional Documents

The Parties agree to cooperate fully and to take all actions, which may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

3. The application is accordingly allowed.

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4. In view of the above terms and conditions of the settlement agreement, the petition is disposed of as withdrawn.

AVNEESH JHINGAN, J

AUGUST 21, 2026

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