

OD-69 to 71

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

IA NO. GA/5/2018 (Old No: GA/2507/2018)
In
AP/44/2018

PREMCO RAIL ENGINEERS LTD
Vs
KESAR MULTIMODAL LOGISTICS LTD

IA NO. GA/6/2018 (Old No: GA/2508/2018)
In
AP/44/2018

PREMCO RAIL ENGINEERS LTD
Vs
KESAR MULTIMODAL LOGISTICS LTD

AP-COM/162/2024 [OLD NO. AP/231/2019]

IA NO: GA-COM/1/2025

PREMCO RAIL ENGINEERING LTD
VS
KESAR MULTIMODAL LOGISTICS LTD

BEFORE:

The Hon'ble JUSTICE ANANYA BANDYOPADHYAY

Date : 17TH FEBRUARY, 2026.

Appearance:
Mr. Pramit Bag, Adv.
Mr. Anuj Kr. Misra, Adv.
Mr. Balaram Patra, Adv.
Mr. A. Das, Adv.
For the petitioner

Mr. Rohit Das, Adv.
Mr. K. Rahman, Adv.
Ms. D. Tekriwal, Adv.
Mr. V. Dixit, Adv.
For the respondent

The Court : Upon accomplishing a conclusive amicable settlement, the parties to the dispute have conjointly filed the terms of settlement which, inter alia, stated as follows :

"1. Due to various alleged disputes and differences arising out of Work Order being No. KMLL/POWARKHEDA/BPL-21 dated January 14, 2015 as amended by Work Order being no. KMLL/POWARKHEDA/BPL-98 dated March 23, 2015 (hereinafter referred to as "Work Order)", between the petitioner and the respondent, various civil proceedings, including arbitration proceedings under Sections 9, 11 and 29A, etc. of the Arbitration and Conciliation Act, 1996 were initiated and filed by both the parties against each other which have been pending across various Courts and Tribunals at Calcutta, including the Hon'ble High Court at Calcutta since about 2018. (hereinafter the petitioner and the respondent shall be collectively referred to as 'the parties' and individually as 'a party' or 'the other party'.]

2. Both the parties had participated in the Arbitration proceedings before the Learned Sole Arbitrator, Mr. Surajit Nath Mitra, Senior Advocate. However, since the mandate of the Learned Sole Arbitrator had expired, the petitioner has filed an application under Section 29A of the Arbitration and Conciliation Act, 1996 for the extension of the mandate of the Learned Sole Arbitrator, being AP-COM/162/2024 (Old No. A.P. No. 231 of 2019) which is pending hearing and adjudication before the Hon'ble High Court at Calcutta.

3. All the legal proceedings, including civil, Arbitration etc. by the parties against each other, have been mentioned in detail in Schedule 'A' to these Terms of Settlement. Schedule 'A', for all the contexts, shall be read as a part and parcel of these Terms of Settlement and shall always be regarded as a part and parcel of these Terms of Settlement.

4. Both the parties have now decided to mutually reconcile their differences and have decided to amicably settle their disputes in all the on-going legal proceedings including those as set forth in Schedule 'A' of these Terms of Settlement, through these Terms of Settlement more particularly described hereinafter.

5. It has been agreed and accepted by both the parties that the respondent shall pay a one-time lump sum amount of Rs. 3,34,00,000/- (Rupees Three Crores and Thirty-Four Lakhs only) to the petitioner in full and final settlement of all alleged claims, counter-claims, rights, and/or entitlements of both the parties against each other (hereinafter referred to as the 'Settlement Amount'), which shall be paid by the respondent to the petitioner in the manner provided herein below.

6. It has been agreed and accepted by both the parties that these Terms of Settlement will be signed and executed by the authorised representatives of both the parties and their respective Advocates before the Hon'ble Calcutta High Court and thereafter, these Terms of Settlement will be presented before the Hon'ble Calcutta High Court jointly at the time of hearing. The Demand Draft No. 818715 dated 28.01.2026, drawn on HDFC Bank Bank, Aura Centre Andheri Branch, payable at Kolkata in favour of the petitioner for an amount of Rs. 3,34,00,000/- (Rupees Three Crores and Thirty-Four Lakhs only) towards the aforesaid full and final Settlement Amount will be handed over to the petitioner by the respondent before the Hon'ble Court at the time of hearing with a joint prayer before the Hon'ble Court to record the payment of the said Settlement Amount by the respondent to the petitioner and dispose of GA No. 5 of 2018 (Old No.: G.A. No. 2507 of 2018) and GA No. 6 of 2018 (Old No.: G.A. No. 2508 of 2018) pending in A.P. No. 44 of 2018, in accordance with the instant Terms of Settlement. The petitioner shall not encash the Demand Draft until and unless the petitioner has filed and completed the withdrawal of the proceedings to the satisfaction of the respondent. The petitioner shall indemnify and hold harmless the respondent and its affiliates from all losses, costs, and expenses (including legal fees) arising from any breach of this undertaking.

7. Upon signing of these Terms of Settlement and consequential payment of the Settlement Amount:-

(a) Either party shall have no further claims/demands/ cause of action, (whether civil or criminal) whatsoever in respect to any transaction, against the other party or its respective Directors, Officers, affiliates etc.

(b) The Petitioner shall immediately, unconditionally and unequivocally withdraw all the Civil Proceedings, Criminal Proceedings/ Complaints filed by it against the respondent and / or its Directors or its officers or affiliates etc., including withdrawing all the legal notices sent by the petitioner against the respondent and / or its Directors/ Officers/ affiliates. Similarly, all civil proceedings, and / or any other proceedings of any kind, initiated by the respondent against the petitioner shall unconditionally be withdrawn by respondent simultaneously with the withdrawal of all legal proceedings filed and/or initiated by the petitioner.

'proceedings' referred to in this clause, shall be deemed to include all the on-going legal proceedings as set forth in Schedule 'A' of these Terms of Settlement.

(c) Both the parties undertake not to further file or further initiate and/or to withdraw, if already filed / initiated, any civil, criminal and / or any other legal proceedings under any law for the time being in force,

against each other or its respective directors or its officers or affiliates etc.

8. It is expressly agreed between the parties that the ambit of these Terms of Settlement also extends before any other court / forum where any other proceedings in respect of the dispute may have been pending between the same parties (including their directors and / or officers or affiliates) under the same cause of action. In this regard, the parties shall file these Terms of Settlement as a record of full and final settlement between the parties before any other court / forum / tribunal / arbitrator where any other proceedings in respect of the dispute (whether civil or criminal) that may have been raised and are pending, and to pray that a decree be drawn and/or order be passed as per the terms and conditions set out in these Terms of Settlement.

9. It is further agreed between the parties that if any of the parties violates any of terms of these Terms of Settlement, the other party will be entitled to take all necessary or required legal recourses available in law against the violating/ defaulting party, including but not limited to initiating any civil proceedings or any criminal proceedings or any contempt proceedings. In such a case, both the parties shall also be entitled to bring these Terms of Settlement to the notice of any court / tribunal / regulatory authority or enforcement agency, against whom a party may have filed any case or any complaint in violation of these Terms of Settlement.

10. The present Terms of Settlement are being executed by the parties with their respective free consent, will and accord. These Terms of Settlement shall become binding on the parties and shall become enforceable immediately upon execution of these Terms of Settlement and payment of the Settlement Amount as on aforesaid.

11. The parties respectively represent to each other that they have full power, authority and capacity to perform and comply with these Terms of Settlement and the order to be passed by this Hon'ble Court in terms hereof.

12. The parties agree that these Terms of Settlement are entered into in connection with the compromise of alleged disputes including without limitation claims, counterclaims, rights, and/or entitlements of both the parties against each other. It is not and shall not be represented or construed by any party, their affiliates or by any other person or entity, as an admission of liability or wrongdoing on the part of any party to these Terms of Settlement or any other person or entity.

13. The parties covenant and agree on their own behalf and on behalf of its affiliates not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced, voluntarily aided or prosecuted against any

other party or any of its affiliates any action, suit or other proceedings after the full and final settlement as agreed under these Terms of Settlement. In the event that any such action is commenced by a party or its affiliate, such party agrees to take any and all steps within its power to cause such action to be immediately withdrawn and shall indemnify the other party for any costs incurred in connection with such action.

14. These Terms of Settlement shall be binding upon and inure to the benefit of the parties and any subsequent successors in title and assigns. The petitioner warrants that Terms of Settlement binds the petitioner. The petitioner covenants that none of them shall, directly or indirectly, initiate or support any claim or proceeding against the respondent or its affiliates in relation to this Terms of Settlement. The petitioner shall indemnify and hold harmless the respondent and its affiliates from all losses, costs, and expenses (including legal fees) arising from any breach of this undertaking. This indemnity is joint and several, a primary obligation of the petitioner, and shall survive payment of the Settlement Amount and termination of these Terms of Settlement.

15. Any amendment, modification or discharge of these Terms of Settlement shall be valid and binding only if it is set forth in writing and duly executed by both the parties hereto.

16. The parties hereto shall bear their respective costs in the instant proceedings and all other legal proceedings, including the proceedings mentioned in 'Schedule-A' hereto."

Pursuant to the above terms of settlement, the Respondent, namely, DP World Multimodal Logistics which was formerly known as Kesar Multimodal Logistics Limited being the respondent have drawn a demand draft to the extent of Rs. 3,34,00,000/- (Rupees Three Crores and Thirty-Four Lakhs only) in favour of the petitioner, namely, Premco Rail Engineers Limited through HDFC Bank Limited dated 28th January, 2026 being Number 818715. Let a copy of the demand draft be kept on record.

In view of the terms of settlement, the demand draft as aforesaid had been handed over by the Learned Advocate representing the Respondent to the Learned Advocate representing the Petitioner who received the same in open

Court. The issues agitated by and against the parties are resolved to a logical and legal end.

Under such circumstances, the instant applications being GA/5/2018 and GA/6/2018 as well as AP/44/2018 are disposed of.

The Learned Advocate representing the Petitioner is to take necessary steps in withdrawing AP-COM/162/2024 in terms of the amicable settlement as enumerated in the terms of settlement between the parties.

(ANANYA BANDYOPADHYAY, J.)

A Dey/JM