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

+ O.M.P.(I) (COMM.) 222/2025, I.A. 14643/2025

AVY INTELLIGENCE SOLUTIONS PVT LTDPetitioner

Through: Mr. Varun Sharma, Adv.

versus

MR HARBANS SINGH & ORS.Respondents

Through: Ms. Shellen Kumar Bajaj with Mr.
Manak Budhiraja, Advs. for R- 1 to 3
through VC

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **03.11.2025**

I.A. 27031/2025

1. The present application under Section 151 of CPC has been filed by the Petitioner seeking withdrawal of the petition in terms of Settlement Agreement dated 07.10.2025 arrived at between the parties.
2. The Settlement Agreement dated 07.10.2025 has been annexed with the application. The same reads as under:



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SETTLEMENT AGREEMENT

IN O.M.P (I) (COMM.) No. 222 OF 2025

Pending Before the Hon'ble High Court

(Under Section 9 of the Arbitration and Conciliation Act, 1996)

This Settlement Agreement is entered into on this 07TH day of October, 2025, by and between:

1. Sh. Harbans Singh S/o. Late Sardar Sumer Singh, residing at RZ-2 Sayed Nangloi, Paschim Vihar, New Delhi 110087, AND

Sh. Jasvinder Singh S/o. Sh. Harbans Singh, residing at RZ-2 Sayed Nangloi, Paschim Vihar, New Delhi 110087 AND

Sh. Kulwant Singh Jethra S/o. Sh. Harbans Singh, residing at RZ-2 Sayed Nangloi, Paschim Vihar, New Delhi 110087

hereinafter jointly referred to as the "Party of the First Part" (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, successors and assigns).

2. Sh. Resham Singh S/o. Sh. Mahinder Singh residing at Saraswati Colony, GTB Road, Murthal, Distt. Sonapat, Haryana 131027. AND

Sh. Manpreet Singh S/o. Sh. Mahinder Singh residing at Saraswati Colony, GTB Road, Murthal, Distt. Sonapat, Haryana 131027. AND

Sh. Surender Singh S/o. Sh. Mahinder Singh residing at Saraswati Colony, GTB Road, Murthal, Distt. Sonapat, Haryana 131027.

hereinafter jointly referred to as the "Party of the Second Part" (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, successors and assigns).

3. AVY Intelligence Solutions Private Limited, having its registered office at WZ 409 C. 2nd Floor, Janak Park, Hari Nagar, New Delhi 110 064 through its authorized representative Sh. Vijay Kumar Sharma and Shri Hansraj (authorized vide Board Resolution 010 dated September 1, 2025)

hereinafter jointly referred to as the "Party of the Third Part" (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, successors and assigns).

Harbans Singh

[Signature]

[Signature]

Resham Singh

Harbans Singh

[Signature]



WHEREAS:

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- A. The parties were partners in the firm [SINGH & SINGH ENTERPRISES], having its office at Khasra No. 89/6, GT Road, Murthal, NH 1, Sonipat, Haryana 131027, engaged in the business of running a restaurant, including an airplane-themed restaurant under the name and style "Hawai Adda Murthal".
- B. Disputes and differences arose among the partners, leading to the filing of a Petition under Section 9 of the Arbitration and Conciliation Act, 1996, before the Hon'ble High Court titled [O.M.P. (I) (COMM.) No. 222 of 2025, titled as M/s AVY INTELLIGENCE SOLUTIONS PVT LTD V/S HARBANS SINGH & ORS.].
- C. The parties have now amicably resolved all their disputes and differences and have voluntarily agreed to the following terms and conditions for the retirement of the Party of the First Part from the firm.

NOW THIS SETTLEMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. Retirement and Settlement of Capital Investment:

- a) The Party of the First Part hereby retires from the firm and agrees to withdraw their capital in full and final settlement as under:
- b) The two airplanes situated at the restaurant site shall be removed and taken back by the Party of the First Part, along with the kitchen structure and equipment's, as mentioned in "Annexure-A".
- c) Crockery and utensils lying at both the Aircrafts along with the ones lying at Restaurant and cafeteria shall not be removed and shall remain with the firm.
- d) In addition to the above, the Party of the Second Part and the Party of the Third Part shall each be liable to pay 50% of the total sum of Rs. 45,00,000/- (Rupees Forty-Five Lakhs only), amounting to Rs. 22,50,000/- (Rupees Twenty-Two Lakhs Fifty Thousand only) each, to the Party of the First Part as part of the capital settlement, on or before 31.10.2025.
- e) A sum of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be paid in advance by the Party of the Second Part and the Party of the Third Part, in equal proportion of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) each, at the time of signing this Settlement.

Harbans Singh *Resham Singh* *Harbans Singh*



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f) The removal of the airplanes and other agreed structures shall be completed within 60 days of the signing of this agreement.

2. Cost of Removal and Related Expenses:

All expenses relating to the removal of the airplanes and structures, including the salary and accommodation of any employees stationed by the Party of the First Part at the site for removal of airplanes and structure, shall be borne solely by the Party of the First Part. The Party of the Second Part and the Party of the Third Part shall not be liable for any such expenses.

3. Assets and Liabilities:

All remaining assets and liabilities of the firm shall be taken over and borne by the Party of the Second Part and the Party of the Third Part (**including all the liabilities towards the creditors of the firm**), in equal proportion of 50% share each. The Parties shall mutually decide the detailed apportionment of specific assets and liabilities through a separate internal agreement to be executed within 15 days of the date of this Settlement Agreement. In the event that the said internal agreement is not finalized within the stipulated 15 days, the matter shall be resolved in accordance with Clause 11 of this agreement, whose decision shall be binding and final on both parties.

4. Loan / Dues Repayment:

Any outstanding bank loan in the name of the firm shall be repaid in full by the Party of the Second Part and the Party of the Third Part in **equal proportion of 50% each** within 30 days of signing this agreement and submission to the Honorable High Court of Delhi.

The party of the Second Part and party of the Third part undertakes to inform the creditors about exit of the Party of the First part from the firm within a period of 15 days from signing of this Agreement and further undertakes to indemnify the party of the First part in case of any liabilities accrued to party of the First part, due to their default.

5. Restriction on Competing Business:

That as the Parties of the First Part are the owners of Trademark "HAWAI ADDA MURTHAL", hence they shall continue to own and hold the same and after their retirement from the firm, there will be no restrictions on the Parties of the First Part and they are free to operate any airplane themed restaurant, or similar food outlet anywhere including Murthal, District Sonapat, Haryana. The Parties of the Second and Third Part agrees to the same and hereby give their no-objection to the same, and undertake never to dispute the IPR rights of the First Party.

Adhikant Singh

24/11/25

Houshaini
CH

Rashmi S.D.

Houshaini Singh
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6. **Non-Use of Firm's Name:**

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It is agreed by the Parties of the Second Part and Parties of the Third Part that they shall not use the name "HAWAI ADDA MURTHAL" as it belonged to and is owned by the Parties of the First Part and further undertake that they shall not open any airplane themed restaurant, whether independently, jointly, or in association with any third party, for any commercial, branding, marketing, or business-related purpose in the future. Any such use shall be deemed a material breach of this Agreement and shall entitle the aggrieved party to seek appropriate legal remedy, including injunctive relief and damages. Any such use shall be deemed a material breach of this Agreement and shall entitle the aggrieved party to seek appropriate legal remedy.

7. **Reconstitution of Firm:**

The Party of the Second Part and the Party of the Third Part shall be at liberty to reconstitute the firm on mutually agreed terms and continue the business operations as they deem fit. However, no unilateral decisions shall be taken by either Party of the Second Part or Party of the Third Part regarding the firm's structure, major business operations, financial arrangements, entry into third-party contracts, or appointment or removal of key managerial personnel without the prior written consent of the other.

8. **Withdrawal of Pending Proceedings:**

Upon signing and implementation of this Settlement Agreement, the parties shall jointly pray before the Hon'ble High Court for withdrawal of the pending Section 9 Petition in terms of the present settlement. It will be the prerogative of the Third Party to unconditionally withdraw Petition under Section 9 of the Arbitration and Conciliation Act, 1996, before the Hon'ble High Court titled [O.M.P. (I) (COMM.) No. 222 of 2025, titled as M/s AVY INTELLIGENCE SOLUTIONS PVT LTD V/S HARBANS SINGH & ORS.], to which the First Party shall provide their NOC.

9. **Waiver of Future Claims:**

The Party of the Second Part and the Party of the Third Part agree not to raise any future claims against the Parties of the First Part for any matter arising out of or relating to the affairs of the firm prior to the date of this Settlement Agreement, save and except in cases of fraud or wilful misconduct. Any further claim or rights in the said IPR will not be raised by the Third Party.

Reliant Girl

[Signature]

Hansari
[Signature]
Restaur. st.

Hansari
[Signature]

[Signature]



10. **Dispute Resolution:**

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Any dispute arising between the parties in connection with this Settlement Agreement shall be resolved by way of arbitration in accordance with the Arbitration and Conciliation Act, 1996. **The venue and seat of arbitration shall be New Delhi and the proceedings shall be conducted in English.**

11. **Binding Nature:**

This Agreement is final and binding on all the parties and shall be filed before the Hon'ble High Court in the pending petition for appropriate directions.

IN WITNESS WHEREOF, the parties hereto have signed this Settlement Agreement, at Delhi on this day of October, 2025, in the presence of the undersigned witnesses.

Party of the First Part

Witness – 1

Signature of Party of the First Part
Handwritten signature

Signature of Witness – 1

(Signature/s)

Party of the Second Part

Signature of Party of the Second Part
Handwritten signature

Witness – 2

(Signature/s)

Party of the Third Part

Signature of Party of the Third Part
Handwritten signature

(Signature)

Authorized Representative

3. It is stated that a sum of Rs.2,50,000/- was to be paid by the Petitioner on 07.10.2025 at the time signing of the Settlement Agreement. It is stated that the same has been paid. It is stated that the remaining amount was to be paid by 31.10.2025.



4. It is stated by the learned Counsel for the Petitioner that the remaining amount has not been paid. However, he submits that he has instructions to states that the remaining amount shall be paid on or before 04.11.2025.
5. It is made clear that failure to pay the remaining amount shall be treated as breach of undertaking and entail consequences under the Contempt of Courts Act, 1971.
6. The parties shall be bound by the Settlement Agreement dated 07.10.2025 arrived at between them.
7. O.M.P.(I) (COMM.) 222/2025 is disposed of as withdrawn in terms of the Settlement Agreement dated 07.10.2025. Pending applications, if any, also stand disposed of.
8. The application is disposed of.

SUBRAMONIUM PRASAD, J

NOVEMBER 3, 2025

S. Zakir