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

+ **ARB.P. 896/2025**

CYGNETT HOTELS AND RESORTS PRIVATE LIMITED

.....Petitioner

Through: Mr. Abhishek Arora, Adv.

versus

**M/S BS HOSPITALITY, THROUGH ITS PROPRIETOR, MR.
ANUP KUMAR GUPTA**

.....Respondent

Through: Mr. Ravi Bharuka and Mr. Shashank
Chamoli, Advs.

+ **O.M.P.(I) (COMM.) 225/2025**

(7) **CYGNETT HOTELS AND RESORTS PRIVATE LIMITED**

.....Petitioner

Through: Mr. Abhishek Arora, Adv.

versus

BS HOSPITALITY

.....Respondent

Through: Mr. Ravi Bharuka and Mr. Shashank
Chamoli, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

11.12.2025

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1. It is stated by the learned Counsels for the parties that the matter has been amicably settled by the parties before the Delhi High Court Mediation and Conciliation Centre and a Settlement Agreement dated 07.11.2025 has



been entered into.

2. During the course of hearing, a copy of the Settlement Agreement has been handed-over by the parties. The terms of the Settlement Agreement reads as under:

“ CONCILIATED SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on 07.11.2025

BETWEEN

Cygnett Hotels and Resorts Private Limited, having its registered office at B-87, 1st Floor, Suncity, Sector 54, Golf Course Road, DLFQE, Gurugram, Haryana, India 122002 through its Corporate Human Resource Manager Mr. Anant Chauhan duly authorized by a Resolution of the Board of Directors of the Company dated 23.10.2025, annexed hereto as Annexure A (hereinafter referred to as the "FIRST PARTY"), which expression shall be deemed to mean and include its administrators, successor(s) and assign(s), of the FIRST PART.

AND

M/s BS Hospitality, Through its Proprietor, Mr. Anup Kumar Gupta S/o Shri Shankar Lal Gupta, office at Basement, Holding No. 17, Bindal Mall, Sonari North, New Layout, Jamshedpur, East Singhbhum, Jharkhand-831011 (hereinafter referred to as the "SECOND PARTY"), which expression shall be deemed to mean and include his legal heir(s), administrators, successor(s) and assign(s), of the SECOND PART.

The First Party and the Second Party shall be



hereinafter jointly referred to as 'Parties'.

WHEREAS:

1. The Parties hereto had entered into a Management and Franchise Agreement dated 08.02.2024 ("the said Agreement")

2. The said Agreement was terminated by the First Party by a letter dated 25.04.2025.

3. Disputes having arisen between the Parties under the said Agreement and its termination, the First Party initiated the following proceedings before the Hon'ble High Court of Delhi :-

i. Petition under Section 9 of the Arbitration and Conciliation Act, 1996 ("the Act") titled as "Cygnett Hotels and Resorts Private Limited Vs. BS Hospitality" being O.M.P.(I) (COMM) 225/2025;

ii. Petition under Section 11 of the Arbitration and Conciliation Act, 1996 ("the Act") titled as "Cygnett Hotels and Resorts Private Limited Vs. M/s BS Hospitality, Through its Proprietor, Mr. Anup Kumar Gupta" being Arb. P. 896/2025; (hereinafter referred to as the said "the said Legal Proceedings")

4. By an order dated 23.07.2025 passed in the said Legal Proceedings, the Hon'ble High Court of Delhi referred the disputes between the Parties to the Delhi High Court Mediation and Conciliation Centre (Samadhan) and appointed Mr. Rajeev K. Virmani, Sr. Advocate to be the Conciliator/Mediator.

5. Parties assisted by their respective Advocates



appeared before the Conciliator appointed by the Hon'ble High Court of Delhi and consented to his acting as a Conciliator in the matter.

6. During the course of Mediation/Conciliation proceedings held by the Conciliator, the Parties have arrived at an amicable resolution of all their disputes and differences arising out of the said Agreement and its termination, on the terms and conditions set out hereinafter:

Now this Settlement Agreement witnesses as under:

1. The Parties agree that the Second Party shall pay the First Party a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) ("The Settlement Amount") in full and final payment, satisfaction and discharge of all the claims, and demands of the First Party against the Second Party arising out of the said Agreement and its termination and also forming subject matter of the Legal Proceedings.

The Second Party shall pay the First Party the Settlement Amount within a period of 4 (four) weeks from the date of execution of this Settlement Agreement. The Settlement Amount shall be paid either by way of a Demand Draft drawn in favor of the First Party or by way of RTGS/NEFT to the bank account of the First Party. The First Party's bank account details are as under:-

Bank Name:

Kotak Mahindra Bank

Address: JMD Galleria, Sohna Road, Gurgaon, Haryana 122001



Account Holder Name: Cygnett Hotels and Resorts Pvt. Ltd.

Account No. 6312775650

IFSC: KKBK0004266

3. Within 4 (four) weeks from the date of execution of this Settlement Agreement, the Parties agree to take all steps to ensure the following:-

a) The Second Party shall cease all use of Trade Marks "CYGNETT" and "COZZET" in any form or manner and remove the said Trade Marks from all its articles and in all form and manner.

b) The First Party shall cease all use and references to "BINDAL HOTEL" of the Second Party in any form, media, website and listings on online platform and shall take steps to ensure removal of listing of "COZZET BINDAL HOTEL" on various websites and online platform.

4. Parties agree and declare that all their dispute and differences arising out of the said Agreement and its termination stand settled in terms of this Settlement Agreement and that none of the Parties have any claims and demands upon each other, save and except as set out in this Settlement Agreement.

5. It is agreed between the Parties that the present Conciliated Agreement will be treated as Settlement Agreement under Section 73 of the Arbitration & Conciliation Act, 1996 as amended upto date and the same shall have status and effect of arbitral award under Section 74 of the Arbitration & Conciliation Act, 1996. This Settlement Agreement shall be final and binding on the Parties and persons claiming under



them respectively.

6. This Settlement Agreement has been arrived at with free consent of all the Parties.

7. The Parties shall undertake to the Hon'ble High Court of Delhi to ensure compliance with the terms of this Settlement Agreement.

8. In view of the present Settlement Agreement, the First Party shall withdraw the Legal Proceedings upon payment of the Settlement Amount.”

3. Let the Settlement Agreement be filed and placed on record.
4. In view of the Settlement Agreement entered into between the parties, nothing survives in the present Petitions.
5. Accordingly, the Petitions are disposed of along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

DECEMBER 11, 2025

Rahul