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

+ **CS(COMM) 562/2024, I.A. 32956/2025, I.A. 13358/2025**

OAK INFRASTRUCTURE DEVELOPERS LTD. AND ANR

.....Plaintiff

Through: Ms. Zoya Junaid, Adv.

versus

AV HOSPITALITY VENTURES LLP

.....Defendant

Through: Ms. Shraddha Agrawal Adv. along
with Defendant in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **09.12.2025**

1. The present Suit is for eviction, payment of outstanding dues, injunctions and *mesne* profits.
2. It is stated that during the pendency of the Suit, the parties have settled the disputes amicably and a Deed of Compromise dated 03.09.2025 has been entered into between the parties. For the sake of convenience, the Deed of Compromise is reproduced in its entirety and the same reads as under:

“COMPROMISE

This Compromise is made and executed at New Delhi, India and entered into on the 03rd day of September 2025 (“Execution Date”) between the parties indicated hereinafter to settle multifarious litigations between the parties:-



BY AND BETWEEN

ARNON BUILDERS & DEVELOPERS PRIVATE LIMITED, a company, incorporated under the Companies Act, 1956, bearing Corporate Identification Number U45201DL2006PTC147283 and presently having its registered office at 3rd Floor, Worldmark 2, Asset 8, Aerocity, NH-8, New Delhi - 110037 through its authorized signatory Mr. Nitesh Bhasin (hereinafter referred to as “**Arnon**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

ROSTRUM REALTY PRIVATE LIMITED, a company, incorporated under the Companies Act, 2013, bearing Corporate Identification Number U70109HR2021PTC098965 and presently having its registered office at Airtel Centre, Plot No. 16, Udyog Vihar, Phase-IV, Gurgaon, Haryana-122015 through its authorized signatory Mr. Nitesh Bhasin (hereinafter referred to as “**Rostrum**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**;

AND

OAK INFRASTRUCTURE DEVELOPERS PRIVATE LIMITED, a company, incorporated under the Companies Act, 1956, bearing Corporate Identification Number U70109DL2009PTC194999 and presently having its registered office at 3rd Floor, Worldmark 2, Asset 8, Aerocity, NH-8, New Delhi - 110037 through its authorized signatory Mr. Nitesh Bhasin (hereinafter referred to as “**Oak**”, which



*expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **THIRD PART**;*

AND

SHANTINIKETAN PROPERTIES PRIVATE LIMITED, a company, incorporated under the Companies Act, 1956, bearing Corporate Identification Number U70101MH2005PTC281235 and presently having its registered office at F-83, Profit Centre, Gate No.1, Mahavir Nagar, Kandivali (W), Mumbai-400067 through its authorized signatory Ms. Smeeksha Bhola (hereinafter referred to as “**SPPL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FOURTH PART**;

AND

AV HOSPITALITY VENTURES LLP, a partnership firm incorporated under the Limited Liability Partnership Act, 2008, having Limited Liability Partnership Identification Number AAK-8453 and presently having its registered office at 412A, Success Tower, Golf Course Extension Road, Sector-65, Gurugram, Haryana- 122101, through its authorized signatory Mr. Vishal Anand, (hereinafter referred to as “**AV Hospitality**”, which expression shall, unless repugnant to the context and meaning thereof, be deemed to include its successors and permitted assigns) of the **FIFTH PART**;

AND

WORLD MARK RESTAURANT LLP, a partnership firm duly registered under the Indian Partnership Act,



2008, having Limited Liability Partnership Identification Number AAS-1553 and presently having its registered office at Unit No. 412A, Success Tower, Sector 65, Golf Course Extension Road, Gurgaon-122001 and principal office at Haryana, through its authorized signatory Mr. Vishal Anand, (hereinafter referred to as the “**WR LLP**”, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to include its successors and permitted assigns) of the **SIXTH PART**;

AND

ANVI HOSPITALITY VENTURES LLP, a partnership firm incorporated under the Limited Liability Partnership Act, 2008, having Limited Liability Partnership Identification Number AAS-2144 and presently having its registered office at Unit No. 412A, Success Tower Sector 65, Golf Course Extension Road, Gurgaon -122001, through its authorized signatory Mr. Vishal Anand, (hereinafter referred to as the “**Anvi**”, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to include its successors and permitted assigns) of the **SEVENTH PART**;

AND

MOONSHINE FOODS VENTURES LLP, a partnership firm incorporated under the Limited Liability Partnership Act, 1932, having Limited Liability Partnership Identification Number AAD-3808 and presently having its registered office at 412 A, Success Towers, Sector 65, Golf Course Extension Road, Gurgaon-122001, through its authorized signatory Mr. Vishal Anand, (hereinafter referred to as the “**Moonshine**”, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to include its successors and permitted assigns) of the **EIGHTH PART**;



AND

YELLOW LILY HOSPITALITY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 bearing Corporate Identification Number U55209DL2017PTC317559 and presently having its registered office at DSP 104, First Floor, South Point Mall Golf Course Road, Gurgaon - 122002, through its authorized signatory Mr. Vishal Anand, (hereinafter referred to as “**Yellow Lily**”, which expression shall, unless repugnant to the context and meaning thereof, be deemed to include its successors and permitted assigns) of the **NINTH PART**.

In this Compromise, Oak, Arnon, Rostrum, and SPPL are hereinafter collectively referred to as the “**Brookfield Entities**”. Each of AV Hospitality, WR LLP, Anvi, Moonshine, and Yellow Lily is hereinafter collectively referred to as the “**Vishal Anand Entities**”. Each of the Brookfield Entities and Vishal Anand Entities is individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The name of the Party of the First Part has been changed from Arnon Builders and Developers Limited to Arnon Builders and Developers Private Limited.
- B. The name of the Party of the Third Part has been changed from Oak Infrastructures Developers Limited to Oak Infrastructures Developers Private Limited.



- C. *The National Company Law Tribunal on 02nd of February 2023 approved a composite scheme of arrangement pursuant to which certain identified businesses of Bharti Land Limited were demerged to Rostrum Realty Private Limited, and all rights, obligations and arrangements with Bharti Land Limited were transferred to Rostrum Realty Private Limited with effect from 31st of March 2023.*
- D. *The Brookfield Entities (except SPPL) and Vishal Anand Entities had entered into license agreements and maintenance agreements, the details of which are set out below:-*
- i. *License Agreement dated 18 December 2020 and an addendum to the License Agreement dated 18 December 2020 executed between Arnon, WR LLP and Moonshine (“**License Agreement 1**”) for running a food and beverage outlet under the brand “PaPaYa” at property bearing no. WMG-RT-2F-204 situated on the second floor of Worldmark Gurugram (“**Licensed Premises 1**”) and Maintenance and Service Agreement dated 20 March 2020 executed between Rostrum and WR LLP (“**M&S Agreement 1**”). The M&S Agreement 1 was co-terminus with License Agreement 1.*
- (License Agreement and M&S Agreement 1 shall be referred to as the “**Principal Agreements 1**”)*
- Further, Arnon issued a termination notice on 10 November 2023 by way of which Principal Agreements 1 stand terminated since 30 October 2023.*
- ii. *License Agreement dated 18 December 2020 and an addendum no. 1 dated 18 December 2020 executed between Arnon, Anvi and Moonshine (“**License***



*Agreement2”) for running a food and beverage outlet under the brand “Glasshouse” at property bearing no. 201, 202, 203 situated on the second floor of Worldmark Gurugram (“**Licensed Premises 2**”) and Maintenance And Service Agreement dated 20 March 2020 executed between Rostrum and Anvi (“**M&S Agreement 2**”). The M&S Agreement 2 was co-terminus with License Agreement2.*

*(License Agreement2 and M&S Agreement 2 shall collectively be referred to as the “**Principal Agreements 2**”)*

Further, Arnon issued a termination notice on 10 November 2023 by way of which Principal Agreements 2 stand terminated since 30 October 2023.

- iii. *License Agreement dated 04 December 2020 executed between Arnon and Yellow Lilly (“**License Agreement3**”) for running a food and beverage outlet under the brand “Staywoke” at property bearing no. GF – 26, situated on the ground floor of Worldmark Gurugram (“**Licensed Premises 3**”) and Maintenance and Service Agreement dated 20 March 2020 executed between Rostrum and Yellow Lily (“**M&S Agreement 3**”). The M&S Agreement 3 was co-terminus with License Agreement 3.*

*(License Agreement3 and M&S Agreement 3 shall collectively be referred to as the “**Principal Agreements 3**”)*

Further, Arnon issued a termination notice on 10 November 2023 by way of which Principal Agreements 3 stand terminated since 30 October 2023.



- iv. *License agreement dated 04 December 2017 and an addendum to the License Agreement dated 04 December 2017 executed between Oak and AV Hospitality (“**License Agreement 4**”) for running a food and beverage outlet under the brand “Farzi Café” at property bearing no. GF-01 and FF-01, Ground and First Floor of Worldmark 3 (“**Licensed Premises 4**”) and Maintenance And Service Agreement dated 20 March 2020 executed between Rostrum and AV Hospitality (“**M&S Agreement 4**”). The M&S Agreement 4 was co-terminus with License Agreement4.*

*(License Agreement4 and M&S Agreement 4 shall be collectively referred to as the “**Principal Agreements 4**”)*

Further, Oak issued a termination notice on 10 November 2023 by way of which Principal Agreements 4 stand terminated since 30 October 2023.

- E. *Certain disputes in relation to the Principal Agreements 1 have arisen between Arnon, Rostrum, WR LLP and Moonshine, and the details of such disputes have been set out in **Table– 1in Annexure – 1** of this Compromise.*
- F. *Certain disputes in relation to the Principal Agreements 2 have arisen between Arnon, Rostrum, Anvi and Moonshine, and the details of such disputes have been set out in **Table – 2in Annexure – 1** of this Compromise.*
- G. *Certain disputes in relation to the Principal Agreements 3 have arisen between Arnon, Rostrum, and Yellow Lily, and the details of such disputes have*



been set out in **Table – 3 in Annexure – 1** of this Compromise.

- H. Certain disputes in relation to the Principal Agreements 4 have arisen between Oak, Rostrum, and AV Hospitality, and the details of such disputes have been set out in **Table – 4 in Annexure – 1** of this Compromise.
- I. Certain disputes related to an Expression of Interest dated 21 May 2022 (“**EoI**”) have arisen between SPPL and **Yellow Lily**, the details of such disputes have been set out in **Table – 5 in Annexure – 1** of this Compromise.
- J. The Parties, after due deliberation, have mutually discussed and decided to amicably settle the disputes and enter into this Compromise to record the terms and conditions of full and final settlement of the disputes as detailed hereinabove. Accordingly, the present legally binding Compromise has been voluntarily and consciously executed between the Parties on the terms and conditions mentioned hereinafter.

ARTICLE I – LICENSED PREMISES 1 AND PRINCIPAL AGREEMENTS 1

1. Arnon, Rostrum, WR LLP and Moonshine acknowledge and agree that simultaneous to execution of this Compromise, the peaceful, symbolic and actual physical possession of Licensed Premises 1 has been exclusively and solely delivered to Arnon.
2. WR LLP and Moonshine shall have the option to remove or sell their Assets under the Principal



*Agreements 1 to any third party within 90 days from the date of the execution of this Compromise. WR LLP and Moonshine shall have the option, within the same period, to identify a third party for the purchase of the assets installed in the Licensed Premises 1 (“**Assets under Principal Agreements 1**”). The induction of such third party shall be at the discretion of Arnon and Rostrum, to be exercised in good faith and in accordance with their existing policies for onboarding third parties. If Arnon and Rostrum agree to induct the third party, such induction shall be on the same terms and conditions as agreed under the Principal Agreements 1. The tenure under the relevant agreement with the said third party shall be extended for a period of 18 months beyond the date of expiry contemplated under the Principal Agreements 1, subject to mutual agreement between Arnon, Rostrum, and the third party.*

- 3. In terms of this Compromise, Arnon shall allow WR LLP and Moonshine to enter into the Licensed Premises 1 only for the limited purpose of either selling all their Assets under Principal Agreements 1 to a third party or for removing all such Assets under Principal Agreements 1 and it shall not confer any rights or possession in favour of WR LLP and Moonshine with respect to the Licensed Premises 1.*
- 4. WR LLP and Moonshine categorically acknowledge and agree that they shall under all circumstances sell or remove the Assets under the Principal Agreements 1 from Licensed Premises 1 within a period of 90 days from the date of execution of this Compromise.*
- 5. In the event WR LLP and Moonshine fails to sell or remove the Assets under the Principal Agreements 1 from Licensed Premises 1 within 90 days from the date*



of execution of this Compromise, or where no agreement is reached for the induction of any third party by Arnon and Rostrum, Arnon (at its sole discretion) may, upon request by WR LLP and Moonshine, grant an extension of up to 30 days for the removal of such Assets under Principal Agreements 1. During the initial period of 90 days from the date of execution of this Compromise or during the extended period of 30 days, if applicable, Arnon and Rostrum shall provide only such basic facilities, including electricity, water, at Licensed Premises 1, as may be reasonably necessary to facilitate the sale or removal of the Assets under the Principal Agreements 1, which shall be payable at actuals.

- 6. In case WR LLP and Moonshine fails to sell or remove the Assets under the Principal Agreements 1 within a period of 90 days from the date of execution of this Compromise or the extended period of 30 days provided extension (if any) is granted by Arnon under Clause 5 above, WR LLP and Moonshine acknowledge and undertake that all their rights, title and interest in the Assets under the Principal Agreements 1 shall stand transferred to Arnon free of cost and the said Assets under the Principal Agreements 1 shall exclusively vest with Arnon thereafter without their being any requirement of execution of any deed or document for the said purpose. WR LLP and Moonshine acknowledge and admit that they shall not question or challenge the absolute vesting of Assets under the Principal Agreements 1 with Arnon under any circumstances and Arnon shall be competent and entitled to deal with, use, utilize, lease, sell etc. the Assets under the Principal Agreements 1 in any manner deemed fit by Arnon.*



7. *The failure of WR LLP and Moonshine to sell or remove the Assets under the Principal Agreements 1 from Licensed Premises 1 within the above mentioned span of 90 days commencing from the date of execution of this Compromise or the extended period of 30 days provided extension (if any) is granted by Arnon under Clause 5 above, shall not entitle any of them to challenge the legitimacy, subsistence, efficacy and binding character of this Compromise.*
8. *Subject to due and complete fulfilment of all obligations agreed upon by WR LLP and Moonshine hereunder, and withdrawal of all legal proceedings (civil or criminal), mentioned in Articles V and VI of this Compromise, by all Parties and supported by an order of the relevant court indicating such withdrawal, unless expressly waived by Brookfield Entities in writing, Arnon and Rostrum acknowledge and agree that the outstanding amount of Rs.1,66,35,443/- (Rupees One Crore Sixty-Six Lakhs Thirty-Five Thousand Four Hundred and Forty-Three Only) including interest (calculated till 31st August 2025) under Principal Agreements 1 shall be completely and fully waived by Arnon and Rostrum. Similarly, WR LLP and Moonshine acknowledge and undertake that it shall have no claims (criminal or civil in nature), demands (financial or otherwise express or implied), right or interest (of whatsoever nature or kind) against Brookfield Entities either through themselves or any other person/entity claiming under or through them.*
9. *WR LLP and Moonshine on one hand and Arnon and Rostrum on the other hand confirm and undertake not to institute any litigation against each other directly or impliedly related to Principal Agreements 1 and/or Licensed Premises 1 so long as the covenants*



incorporated in this Compromise are strictly adhered to by the parties.

10. *WR LLP and Moonshine acknowledge and agree that in case of breach of any terms of this Compromise by WR LLP and Moonshine, they shall be liable to immediately and forthwith pay the outstanding amounts mentioned in Clause 8 above to Arnon and Rostrum. In case Arnon and Rostrum (or any of them) is/are constrained to institute litigation to effect recovery of the aforesaid amount, in that event all litigation costs shall be borne by WR LLP and Moonshine. The entitlement of Arnon and Rostrum to effect recovery of aforesaid amounts/litigation costs from WR LLP and Moonshine shall be without prejudice to other legal rights and remedies as may be held by Arnon and Rostrum against WR LLP and Moonshine for their failure to abide by terms of this Compromise.*

ARTICLE II –LICENSED PREMISES 2 AND PRINCIPAL AGREEMENTS 2

11. *Arnon, Rostrum, Anvi and Moonshine acknowledge and agree that simultaneous to execution of this Compromise, the peaceful, symbolic and actual physical possession of Licensed Premises 2 has been exclusively and solely delivered to Arnon.*
12. *Anvi and Moonshine shall have the option to remove or sell their Assets under the Principal Agreements 2 to any third party within 90 days from the execution of this Compromise. Anvi and Moonshine shall have the option, within the same period, to identify a third party for the purchase of assets installed in the Licensed Premises II (“Assets under Principal Agreements 2”). The induction of such third party shall be at the discretion of Arnon and Rostrum, to be exercised in*



good faith and in accordance with their existing policies for onboarding third parties. If Arnon and Rostrum agree to induct the third party, such induction shall be on the same terms and conditions as agreed under the Principal Agreements 2. The tenure under the relevant agreement with the said third party shall be extended for a period of 18 months beyond the date of expiry contemplated under the Principal Agreements 2, subject to mutual agreement between Arnon, Rostrum, and the third party.

13. *In terms of this Compromise, Arnon shall allow Anvi and Moonshine to enter into the Licensed Premises 2 only for the limited purpose of either selling all their Assets under Principal Agreements 2 to a third party or for removing all such Assets under the Principal Agreements 2 and it shall not confer any rights or possession in favour of Anvi and Moonshine with respect to the Licensed Premises 2.*
14. *Anvi and Moonshine categorically acknowledge and agree that they shall under all circumstances sell or remove the Assets under the Principal Agreements 2 from Licensed Premises 2 within a period of 90 days from the date of execution of this Compromise.*
15. *In the event Anvi and Moonshine fails to sell or remove the Assets under the Principal Agreements 2 from Licensed Premises 2 within 90 days from the date of execution of this Compromise, or where no agreement is reached for the induction of any third party by Arnon and Rostrum, Arnon (at its sole discretion) may, upon request by Anvi and Moonshine, grant an extension of up to 30 days for the removal of such Assets under Principal Agreements 2. During the initial period of 90 days from the date of execution of this Compromise or during the extended period of 30 days, if applicable,*



Arnon and Rostrum shall provide only such basic facilities, including electricity, water at Licensed Premises 2, as may be reasonably necessary to facilitate the sale or removal of the Assets under the Principal Agreements 2, which shall be payable at actuals.

16. *In case Anvi and Moonshine fails to sell or remove the Assets under the Principal Agreements 2 within a period of 90 days from the date of execution of this Compromise or the extended period of 30 days provided extension(if any) is granted by Arnon under Clause 15above, Anvi and Moonshine acknowledge and undertake that all their rights, title and interest in the Assets under the Principal Agreements 2 shall stand transferred to Arnon free of cost and the said Assets under the Principal Agreements 2 shall exclusively vest with Arnon thereafter without their being any requirement of execution of any deed or document for the said purpose. Anvi and Moonshine acknowledge and admit that they shall not question or challenge the absolute vesting of Assets under the Principal Agreements 2 with Arnon under any circumstances and Arnon shall be competent and entitled to deal with, use, utilize, lease, sell etc. the Assets under the Principal Agreements 2 in any manner deemed fit by Arnon.*
17. *The failure of Anvi and Moonshine to sell or remove the Assets under the Principal Agreements 2 from Licensed Premises 2 within the above mentioned span of 90 days commencing from the date of execution of this Compromise or the extended period of 30 days provided extension (if any) is granted by Arnon under Clause 15above, shall not entitle any of them to challenge the legitimacy, subsistence, efficacy and binding character of this Compromise.*



18. *Subject to due and complete fulfilment of all obligations agreed upon by Anvi and Moonshine hereunder, and withdrawal of all legal proceedings (civil or criminal), mentioned in Articles V and VI of this Compromise, by all Parties and supported by an order of the relevant court indicating such withdrawal, unless expressly waived by Brookfield Entities in writing, Arnon and Rostrum acknowledge and agree that the outstanding amount of Rs.3,97,75,807/- (Rupees Three Crores Ninety-Seven Lakhs Seventy-Five Thousand Eight Hundred and Seven Only) including interest (calculated till 31st August 2025) under Principal Agreements 2 shall be completely and fully waived by Arnon and Rostrum. Similarly, Anvi and Moonshine acknowledge and undertake that they shall have no claims (criminal or civil in nature), demands (financial or otherwise express or implied), right or interest (of whatsoever nature or kind) against Brookfield Entities either through themselves or any other person/entity claiming under or through them.*
19. *Anvi and Moonshine on one hand and Arnon and Rostrum on the other hand confirm and undertake not to institute any litigation against each other directly or impliedly related to Principal Agreements 2 and/or Licensed Premises 2 so long as the covenants incorporated in this Compromise are strictly adhered to by the parties.*
20. *Anvi and Moonshine acknowledge and agree that in case of breach of any terms of this Compromise by Anvi and Moonshine they shall be liable to immediately and forthwith pay the outstanding amounts mentioned in Clause 18 above to Arnon and Rostrum. In case Arnon and Rostrum (or any of them) is/are constrained*



to institute litigation to effect recovery of the aforesaid amount, in that event all litigation costs shall be borne by Anvi and Moonshine. The entitlement of Arnon and Rostrum to effect recovery of aforesaid amounts/litigation costs from Anvi and Moonshine shall be without prejudice to other legal rights and remedies as may be held by Arnon and Rostrum against Anvi and Moonshine for their failure to abide by terms of this Compromise.

ARTICLE III –LICENSED PREMISES 3 AND PRINCIPAL AGREEMENTS 3

21. *Arnon and Rostrum acknowledge and agree that, upon execution of this Compromise, the Principal Agreements 3 shall stand restored and Yellow Lily shall have right to start its operations from the Licensed Premises 3, as agreed under Principal Agreements 3 and Arnon and Rostrum shall provide all the services and utilities to the Licensed Premises 3 as agreed in the Principal Agreements 3 which are necessary for the operation of the Licensed Premises 3, the bills of which shall be payable by Yellow Lily as per the terms of the Principal Agreements 3. In case of non-payment of such bills as per the prescribed timelines, such services shall be discontinued without notice. However, Arnon specifically acknowledges and agrees that license fee for the Licensed Premises 3 shall become payable by Yellow Lily to Arnon upon expiry of 3 months from the date of execution of this Compromise and the Parties shall execute necessary addendums to the Principal Agreements 3 to capture extension of existing license tenure for a period of 18 months.*



22. *Subject to due and complete fulfilment of all obligations agreed upon by Vishal Anand entities as mentioned in Article I and II above, and withdrawal of all legal proceedings (civil or criminal), mentioned in Articles V and VI of this Compromise, by all Parties and supported by orders of the relevant courts indicating such withdrawal, unless expressly waived by Brookfield Entities in writing, Arnon and Rostrum acknowledge and agree that the outstanding amount of Rs.1,97,08,762/- (Rupees One Crore Ninety-Seven Lakhs Eight Thousand Seven Hundred and Sixty-Two Only) including interest (calculated till 31st August 2025) under Principal Agreements 3 shall be completely and fully waived by Arnon and Rostrum. Similarly, Yellow Lilly acknowledges and undertakes that it shall have no claims (criminal or civil in nature), demands (financial or otherwise express or implied), right or interest (of whatsoever nature or kind) against Brookfield Entities either through itself or any other person/entity claiming under or through it.*
23. *Yellow Lilly acknowledges and agrees that in case of breach of any terms of this Compromise by Yellow Lilly it shall be liable to immediately and forthwith pay the outstanding amounts mentioned in Clause 22 above to Arnon and Rostrum. In case Arnon and Rostrum (or any of them) is/are constrained to institute litigation to effect recovery of the aforesaid amount, in that event all litigation costs shall be borne by Yellow Lilly. The entitlement of Arnon and Rostrum to effect recovery of aforesaid amounts/litigation costs from Yellow Lilly shall be without prejudice to other legal rights and remedies as may be held by Arnon and Rostrum against Yellow Lilly for its failure to abide by terms of this Compromise.*



**ARTICLE IV –LICENSED PREMISES 4 AND
PRINCIPAL AGREEMENTS 4**

24. *Subject to due and complete fulfilment of all obligations agreed upon by Vishal Anand entities as mentioned in Article I, II and III above, and withdrawal of all legal proceedings (civil or criminal), mentioned in Articles V and VI of this Compromise, by all Parties and supported by orders of the relevant courts indicating such withdrawal, unless expressly waived by Brookfield Entities in writing, Oak and Rostrum acknowledge and agree that the outstanding amount of Rs. 2,26,55,639/- (Rupees Two Crores Twenty Six Lakhs Fifty Five Thousand Six Hundred and Thirty Nine Only) including interest (calculated till 31st August 2025) under Principal Agreements 4 shall be completely and fully waived by Oak and Rostrum. Similarly, AV Hospitality acknowledges and undertakes that it shall have no claims (criminal or civil in nature), demands (financial or otherwise express or implied), right or interest (of whatsoever nature or kind) against Brookfield Entities either through itself or any other person/entity claiming under or through it.*
25. *AV Hospitality acknowledges and agrees that in case of any breach of any terms of this Compromise by AV Hospitality it shall be liable to immediately and forthwith pay the outstanding amounts mentioned in Clause 24 above to Oak and Rostrum. In case Oak and Rostrum (or any of them) is/are constrained to institute litigation to effect recovery of the aforesaid amount, in that event all litigation costs shall be borne by AV Hospitality. The entitlement of Oak and Rostrum to effect recovery of aforesaid amounts/litigation costs from AV Hospitality shall be without prejudice to other legal rights and remedies as may be held by Oak and*



Rostrum against AV Hospitality for its failure to abide by terms of this Compromise.

**ARTICLE V –EXPRESSION OF INTEREST
BETWEEN SPPL AND YELLOW LILY**

26. *SPPL acknowledges that Yellow Lily has filed an affidavit in Criminal Misc. W.P. No. 22194 of 2024 titled Alok Aggarwal & Anr. v. State & Anr. pending before the Hon'ble Allahabad High Court, clearly stating that the dispute between Mr. Alok Aggarwal, Mr. Jay Kumar Gajelli, any other employee of Brookfield Entities, SPPL and Yellow Lily has been amicably resolved, a settlement has been entered into between the parties, and that it has no claims of any civil and criminal nature against Mr. Alok Aggarwal, Mr. Jay Kumar Gajelli, any other employee of Brookfield Entities or SPPL. Further, Yellow Lily has also confirmed vide its affidavit that it does not have any objection to the writ petition being allowed and the FIR bearing no. 446 of 2024 being quashed. All representations contained herein shall be binding upon the office bearers of Yellow Lily as well.*
27. *Further, Yellow Lily undertakes and confirms that it shall not withdraw the affidavit filed in the Hon'ble Allahabad High Court, referred to in Clause 26, filed by Yellow Lily in Criminal Misc. W.P. No. 22194 of 2024 titled Alok Aggarwal & Anr. v. State under any circumstances whatsoever. All representations contained herein shall be binding upon the office bearers of Yellow Lily as well.*

**ARTICLE VI – WITHDRAWAL OF LEGAL
PROCEEDINGS BETWEEN BROOKFIELD
ENTITIES AND VISHAL ANAND ENTITIES IN
PRINCIPAL AGREEMENTS 1 TO 4**



28. *Upon execution of this Compromise, Brookfield Entities and Vishal Anand Entities acknowledge and agree that they shall immediately and forthwith file appropriate applications/joint applications for withdrawal of all the legal proceedings mentioned in Tables 1 to 4 in the Annexure – 1 to this Compromise in accordance with the terms and conditions hereof.*
29. *After execution of this Compromise, Brookfield Entities and Vishal Anand Entities undertake and confirm that they shall not withdraw the applications filed by them seeking withdrawal of the legal proceedings as mentioned in Clause 28 above.*
30. *Brookfield Entities and Vishal Anand Entities acknowledge and agree that in case either of Brookfield Entities and Vishal Anand Entities fail to file the joint application for withdrawal of all the legal proceedings mentioned in Tables 1 to 4 in the Annexure – 1 to this Compromise or fails to provide the necessary support/consent immediately and forthwith upon execution of this Compromise, the non-defaulting party/parties shall have the right to file such appropriate application seeking withdrawal/dismissal of all the legal proceedings mentioned in Tables 1 to 4 in the Annexure – 1 on the basis of this Compromise, which comprehensively settles all disputes/differences between the parties on the terms and conditions mentioned hereinabove.*
31. *Subject to the due and complete fulfilment of all other obligations, terms and conditions of this Compromise, Brookfield Entities and Vishal Anand Entities mutually agree that all rights and liabilities of*



Brookfield Entities and Vishal Anand Entities under the Principal Agreements 1 to 4 shall stand fully and finally settled and no right, claim, liability etc. stands in favour or against any one after execution of this Compromise, unless as specified herein.

ARTICLE VII – MISCELLANEOUS

32. *Subject to adherence to all terms and conditions of this Compromise, all issues, whether contractual and/or commercial, stand fully and finally settled and no Party shall have any claim against the other and as such and in the unlikely event, any claim was to subsist, the Parties specifically waive the same.*
33. *That no Party will raise any claim or file any proceeding in any court or tribunal having competent jurisdiction relating to the Principal Agreements 1, Principal Agreements 2, Principal Agreements 3 or Principal Agreements 4 or EOI or relating to any claim, right, liability, action accruing or arising under the said agreements which is at variance with the terms of this Compromise.*
34. *That the parties admit and acknowledge that this Compromise is binding and enforceable on them as well as on all other persons/entities claiming under or through them. This Compromise shall be fully enforceable and executable at the instance of any of the Parties hereto at the cost and expense of the erring parties. Even if a particular litigation is withdrawn in terms of this Compromise, upon violation/infringement of terms of this Compromise, the aggrieved parties shall be entitled to get this Compromise enforced against the erring parties at the cost and expense of such erring parties. Regardless of the fact that this*



comprehensive Compromise is executed at New Delhi, the parties hereto shall be entitled to assert and enforce rights accruing to them by virtue of this Compromise before all the respective courts indicated herein where disputes/litigations are pending between the parties.

35. *That this Compromise has been amicably and mutually arrived at between the parties after due deliberation and after seeking legal advice by Brookfield entities and Vishal Anand Entities. The Parties have entered into the present compromise after fully understanding its contents and implications. Nothing contained herein can be changed and will not be valid except with the written consent of the Parties.*
36. *That all capitalized terms, unless expressly defined in this Compromise, shall have the same meaning ascribed to them as in the Principal Agreements 1, 2, 3, 4 and EoI, as may be applicable to each party.*
37. *No waiver by Brookfield Entities of any of their rights under this Compromise shall be deemed to be continuing waiver of such Brookfield Entity's rights, and no waiver under this Compromise shall be valid or binding unless set forth in writing.*
38. *The Parties agree that this Compromise, together with the documents referenced herein constitutes the entire Compromise and understanding between the Parties and supersedes all earlier understanding, communications (whether oral or in writing), and letters concerning the subject matter hereof.*



39. *This Compromise shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. Vishal Anand Entities shall not, except with the prior written consent of Brookfield Entities, assign their rights and obligations under this Compromise(in whole or in part), in any manner whatsoever.”*

3. The authorized signatories of the Plaintiff and the Defendant are present in Court today. They have been identified by their respective Counsels. The authorized signatories of the Plaintiff and the Defendant state that the parties have entered into the settlement on their own will and without coercion.

4. This Court has gone through the Deed of Compromise dated 03.09.2025 and this Court is satisfied that the Compromise Deed is lawful and is capable of being implemented.

5. Parties are bound by the Deed of Compromise dated 03.09.2025. It is made clear that any violation of the terms of the Compromise Deed shall be treated as a violation of the Orders of this Court which can result in initiation of contempt proceedings against the parties.

6. With these observations, the present Suit is decreed in terms of the Deed of Compromise dated 03.09.2025 entered into between the parties.

7. Let a Decree Sheet be drawn in terms of the Compromise Deed dated 03.09.2025.

8. The Suit is disposed of along with the pending applications.

SUBRAMONIUM PRASAD, J

DECEMBER 09, 2025/Rahul