



\$~51

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

+ **CS(COMM) 29/2024**

MILES EDUCATION PRIVATE LIMITEDPlaintiff

Through: *Appearance not given.*

versus

WILEY INDIA PRIVATE LIMITEDDefendant

Through: *Ms. Shweta Sahu, Advocate*

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

21.03.2025

%

I.A. 7321/2025

1. The present application under Section XXIII Rule 3 of CPC has been filed on behalf of the Plaintiff for passing a decree in terms of the Settlement Agreement dated 05.03.2025 entered into between the Plaintiff and the Defendant.

2. The present suit is one for recovery of damages for a sum of Rs.9,97,52,734/- along with interest. During the pendency of the suit, the Parties have entered into a Settlement Agreement dated 05.03.2025 before Delhi High Court Mediation and Conciliation Centre. The Settlement Agreement dated 05.03.2025 reads as under:

“SETTLEMENT AGREEMENT PIM NO. 103/2024

*1. Name of the Mediator: Mr. K.K. Aggarwal,
Advocate/ Mediator*

2. Name of the Applicant: Wiley India Private Limited.



3. *Name of the Opposite Party: Miles Education Private Limited & Anr.*

4. *Date of Application for pre-institution mediation: 27.09.2024 addressed to Delhi High Court Legal Aid Services Committee and in turn referred to Delhi High Court Mediation and Conciliation Centre vide email dated 02.12.2024.*

5. *Venue of Mediation: Samadhan, Delhi High Court Mediation and Conciliation Centre, Delhi High Court, New Delhi.*

6. *Date(s) of Mediation: 19.12.2024, 09.01.2025, 28.01.2025, 17.02.2025, 24.02.2024, 03.03.2025 and 05.03.2025 physically.*

7. *Number of Sittings and Duration of Sittings: 7 sittings and one hour each.*

8. *Terms of the Settlement between:*

WILEY INDIA PRIVATE LIMITED AT 4436/7, 2ND FLOOR, ANSARI ROAD, DARYAGANJ, NEW DELHI THROUGH ITS AUTHORIZED REPRESENTATIVE MR. VIKAS SHARMA, WHOLE TIME DIRECTOR (hereinafter referred to as the Party/Wiley')

AND

1. MILES EDUCATION PRIVATE LIMITED AT 102, PRESTIGE MERIDIAN. M.G. ROAD, BANGALORE-560001 THROUGH ITS AUTHORIZED REPRESENTATIVE MR. DIVYANSH Kin AUTHORIZED VIDE BOARD RESOLUTION DATED 14.12.2023. COPY OF THE SAME IS ANNEXED HERewith AS ANNEXURF-A (HEREINAFTER



REFERRED TO AS "MILES")

2. VARUN JAIN, S/O RAVINDRA KUMAR JAIN AT 102, PRESTIGE MERIDIAN. M.G. ROAD. BANGALORE-560001 THROUGH HIS SPECIAL POWER OF ATTORNEY HOLDER MR. DIVYANSH PITTI AUTHORIZED VIDE SPECIAL POWER OF ATTORNEY DATED 04.11.2024. COPY OF THE SAME IS ANNEXED HERewith AS ANNEXURE-B (HEREINAFTER REFERRED TO AS "MR. JAIN")

("Miles" and 'Mr. Jain" are hereinafter collectively referred to as the 'Second Party')

The First and Second Party are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS dispute arose between the Parties with respect to termination of business relationship.

AND WHEREAS the patties instituted legal proceedings against each other, details of which are as follows:

a. CS(COMM) 616 of 2021 titled as "Wiley India Private Limited v. Vlkas Gupta & Ors." before the Hon'ble Delhi High Court

b. CC NI Act 2537 of 2022 titled as "Wiley India Fillets limited v. Miles Education Private Limited & Ors"; before the Hon'ble Tis Hazari District Court:

c. CP(IB) No.375/9/HYD/2022 titled "Wiley India Private Limited v. Miles Education Private Limited," before the Hon'ble National Company Law Tribunal, Hyderabad Bench:



d. CS(COMM) 523 of 2023 titled "Varun Jain v. Wiley India Private Limited." before the Hon'ble Tis Hazari District Court

e. CS(COMM) 29 of 2024 titled "Miles Education Private Limited v. Wiley India Private Limited.", before the Hon'ble Delhi High Court:

AND WHEREAS the First Pasty approached Samadhan - Delhi High Court Mediation and Conciliation Centre requesting for Pre-institution Mediation with the Second Party in terms of Section 12A of Chapter IIIA of Commercial Courts Act, 2015, which was duly consented by the Second Party.

AND WHEREAS the Samadhan appointed Mr. K.K. Aggarwal to act as the Mediator in the present mediation proceedings and the Patties agreed to the same.

AND WHEREAS comprehensive mediation sessions were held on various dates. With the assistance of the Mediator and the counsels for the Panics, the Parties have agreed to amicably resolve all their pending disputes through the process of mediation.

AND WHEREAS the Parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator.

NOW THEREFORE, in consideration of the mutual covenants and terms set forth herein, the Parties hereto agree as follows:

1. Miles and Mr. Jain have paid an amount of Rs.50.00,000,- (Indian Rupees Fifty Lakhs only) (being



the full and final "Settlement Amount") by way of a demand draft bearing No. 043852 dated 27.02.2025 drawn on HDFC Bank in favour of Wiley India Private Limited against all claims past or present between the parties. Wiley acknowledges receipt of the same.

2. The parties agree to dispose of various legal proceedings instituted against each other in the following terms:

a. Wiley India Private Limited v. Vikas Gupta & Ors., CS(COMM) 616 of 2021 pending before the Hon'ble Delhi High Court: Wiley will not press the captioned suit against Mites, Mr. Jain and other directors of Mites, impleaded as Defendant Nos. 6 to 9. Mites, Mr. Jain and other directors of Mites in the suit undertake to record the statement before Hon'ble High Court of Delhi and shall not contest the suit bearing CS (COMM) 616/2021 in terms of the present Settlement Agreement. It has further been clarified that the Suit bearing CS(COMM) 616/2021 shall continue qua Defendant No.1 to 5, 10 and 11.

b. Wiley India Private Limited v. Mites Education Private Limited & Ors., CC NI Act 2537 of 2022, before the Hon'ble Tis Hazari District Court: Wiley shall withdraw these proceedings in the hearing following the execution of the present Settlement Agreement between the parties. Mites shall provide all necessary support in this regard;

c. Wiley India Private Limited v. Mites Education Private Limited, CP(IB) No. 375/9/HYD/2022, before the Hon'ble National Company Law Tribunal, Hyderabad Bench: Wiley shall withdraw these proceedings by filing an appropriate application immediately following the



execution of the present Settlement Agreement between the parties. Miles shall provide all necessary support in this regard;

d Vann Jain v. Wiley India Private Limited, CS(COMM) 523 of 2023, before the Hon'ble Tis Hazari District Court Mr. Jain shall withdraw this suit in the hearing following the execution of the present Settlement Agreement between the parties and have it disposed of in terms of these consent terms, by filing an appropriate application. Wiley shall provide all necessary support in this regard;

e. Miles Education Private Limited v. Wiley India Private Limited, CS(COMM) 29 of 2024, before the Hon'ble Delhi High Court: Miles shall withdraw this suit by filing an appropriate application immediately following the execution of the present Settlement Agreement between the parties and have it disposed of in terms of these consent terms. Wiley shall provide all necessary support in this regard.

3) Miles and Mr. Jain undertake to provide all necessary assistance to Wiley in its claims against third parties arising from the underlying causes of action in the legal proceedings mentioned in paragraph 2 above, as well as any claims or counter claims against any third party arising from any transaction between Wiley and, Miles and Mr. Jain.

4) The Parties agree that these consent terms constitute a full and final settlement of all claims and counterclaims (excluding any tax liabilities), past or present in relation to each other.

5) The Parties also undertake that in consideration of



the Settlement Amount received by Wiley from Miles and Mr. Jain, they shall not revive any claim against each other.

6) The present Settlement Agreement shall be enforceable and executable as an award in terms of Section 12A of the Commercial Courts Act, 2015.

7) The Parties to this Settlement Agreement assure and undertake, either directly or indirectly, not to raise any complaint, dispute, demand or claim against each other in connection with, arising out of or in respect of the subject matter(s) except to seek implementation of the terms of the present Settlement Agreement.

8) The Parties agree and declare that this Settlement Agreement is valid, binding and enforceable against each Party and the same has been voluntarily and duly signed and executed by each of the Parties to this Settlement Agreement in the presence of the Mediator, without any force, fraud, undue influence or coercion from any quarters.

9) The Parties hereby agree and undertake that the present Settlement Agreement shall be binding on all their directors, partners, officers, retailers, agents, distributors, suppliers, affiliates, subsidiaries, franchisees, representatives, successors and assigns and all others acting on their behalf, for all times to come.

10) The Parties further agree that the statements and undertaking made by them in this Settlement Agreement which have been signed by both the Parties shall be taken as their respective undertakings and in case of default by either Party, the aggrieved Party will be entitled to initiate legal proceedings against the defaulting Party before the appropriate Forum/Court



under the applicable laws.

11) By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other qua the dispute subject matter of the Pre-Institution Mediation Proceedings and have settled their disputes and differences amicably through the process of Mediation.

12) The Parties hereto assure that they shall personally appear either physically or through video conferencing (VC) and make appropriate statement(s) before the concerned Count(s) if and when required for giving full effect to the terms of the present Settlement Agreement.

13) The Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future.”

3. Under the Settlement Agreement, the Plaintiff has paid a sum of Rs.50,00,000/- to the Defendant as full and final settlement by way of a demand draft bearing No.043852 dated 27.02.2025 drawn on HDFC Bank. It is stated in the Settlement Agreement that both the Parties have decided to settled the disputes vide the Settlement Agreement dated 05.03.2025 voluntarily and without any force, fraud, coercion or undue influence.

4. This Court has perused the Settlement Agreement. The Settlement Agreement is lawful, relates to the disputes between the Parties and is legal.

5. In view of the above, the suit is disposed of in terms of the Settlement Agreement dated 05.03.2025 entered into between the Parties. Pending applications, if any, also stand disposed of.



6. Let the decree sheet be drawn up accordingly.
7. The Parties shall remain bound by the terms of the Settlement Agreement dated 05.03.2025.
8. The next date of hearing i.e., 23.04.2025 stands cancelled.

I.A. 7320/2025

1. This application under Section 16 of the Court Fees Act, 1870 has been filed by the Plaintiff seeking refund of Court Fees.
2. In view of the fact that the Plaintiff and the Defendant have entered into the Settlement Agreement dated 05.03.2025, the Plaintiff is entitled to refund of Court Fees in accordance with law.
3. Let the Court Fees be refunded to the Plaintiff in accordance with law.
4. The application is disposed of.

SUBRAMONIUM PRASAD, J

MARCH 21, 2025

S. Zakir