$~2, 3, 4 (Original Side)

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

\+ O.M.P. (COMM) 307/2016 and IA Nos.12642/2019, 6309/2021, 6310/2021, 12355/2021, 12989/2021

(2) GANESH BENZOPLAST LIMITED & ORS. .....Petitioners

versus

MORGAN SECURITIES & CREDITS PVT. LTD.....Respondent

\+ OMP (ENF.) (COMM.) 108/2019 and EX. APPLs.(OS) 249/2021, 1159/2021, 37/2022 and IA Nos.9124/2019, 9126/2019

(3) MORGAN SECURITIES & CREDITS PVT. LTD......Decree Holder

versus

GANESH BENZOPLAST LIMITED & ORS......Judgement Debtors

\+ O.M.P.(I) (COMM.) 363/2020, CCP(O) 5/2021 and IA Nos.152/2021, 989/2021

(4) MORGAN SECURITIES AND CREDITS PVT. LTD. .....Petitioner

versus

GANESH BENZOPLAST LIMITED .....Respondent

**Presence**:

Mr. Ashwani Kr. Dhatwalia, Ms. Iti Sharma, Mr. Kuljeet Rawal, Mr. Puneet Sharma, Mr. Aditya Joshi and Mr. Aryan Jha, Advs. for ***Ganesh Benzoplast Limited***.

Mr. Ankur Chawla, Adv. along with Mr. Simran Mehta, Mr. Amit Ranjan Singh, Mr. Parkash Chand, Mr. Girdhar Thakur, and Ms. Ishanee Kapoor, Advocates for ***Morgan Securities and Credits Pvt. Ltd***.

**CORAM:**

**HON'BLE MR. JUSTICE SACHIN DATTA**

**O R D E R**

% **17.01.2025**

1. Respective counsel for the parties submit that the disputes which are subject matter of the present petition have been amicably resolved and a settlement agreement dated 16.01.2025 has been executed between the parties.A copy of the same has been handed over during the course of

hearing. Let the same also be filed by the parties. The said agreement *inter-alia* records as under:

> *"(i) It is understood between the parties that in view of the law settled by Hon'ble Delhi High Court in case of Joginder Singh NIjjar and Anr. Versus M/s Omex Limited in OMP (Enf.) (Comm.) No. 65/2021 vide judgment dated 26.07.2024, One Time Settlement amount of Rs.40 Crores, being the decretal debt is not subjected to deduction of TDS. In terms of the settled law, GBL has agreed to pay the aforesaid amount of Rs. 40 Crors only, without deduction of any TDS, as the same constitutes a decretal debt owed under the award dated 09.12.2015. Morgan undertakes to file its return of income accordingly and will show the same as decretal debt.*
>
> *(ii) That, in the terms aforesaid, Morgan has agreed to accept a sum of Rs. Forty Crores only (over and above Rs.3.25 Cr. Already withdrawn by Morgan) towards full and final settlement of all its claims against GBL and Guarantors (all Judgment debtors in Arbitral Award dated 09.12.2015)*
>
> *(iii) Morgan has agreed to the proposal of GBL to pay the aforesaid amount of Rs. Forty Crores only, as per the following schedule:*
>
> *a. Rs. 10 Crores (Rupees Ten Crores only) on or before and not later than 20.01.2025.*
> *b. Remaining balance of Rs. 30 Crores in Three installements of Rs.10 Crores each plus interest @ 15% p.a. on the outstanding reducing balance shall be paid on or before the dates as mentioned herein below through Demand Draft/RTGS in the account of Morgan Securities and Credits Private Limited having current account number 30030350001074 with HDFC Bank limited 209-214, Kailash Building, 26 KG Marg, New Delhi-110001 with IFSC Code HDFC0000003:*

*c.*

| *Date of instalment* | *Out Bal.* | *Rate* | *Interest* | *TDS on Int.* | *Net Interest after TDS* | *Installment Amount* | *Installment + Net Interest* |
|---|---|---|---|---|---|---|---|
| *20-05-2025* | *30,00,00,000* | *15%* | *1,49,17,808,* | *14,91,781* | *1,34,26,027* | *10,00,00,000* | *11,34,26,027* |
| *20-08-2025* | *20,00,00,000* | *15%* | *75,61,644* | *7,56,164* | *68,05,479* | *10,00,00,000* | *10,68,05,479* |
| *20-11-2025* | *10,00,00,000* | *15%* | *37,80,822* | *3,78,082* | *34,02,740* | *10,00,00,000* | *10,34,02,740* |
| | | | *2,62,60,274* | *26,26,027* | *2,36,34,247* | *30,00,00,000* | *32,36,34,247* |

*c. However, in case of any payments by GBL earlier then the scheduled dates(s), GBL is entitled for corresponding reduction in the amount payable towards interest.*

*d. GBL has agreed that in case of any failure in making payment strictly in terms of the present agreement* ***AND*** *withdrawal of its protest petition (together will all allegations made therein) filed before the court of Chief Metropolitan Magistrate, Esplanade Court, Mumbai in Misc. cases MISC/4703991/2022* ***AND*** *file of necessary joint applications in WP (Crl) 3393/2022, WP (Crl) 4061/2022 and WP (Crl) 4062/2022 seeking quashing of FIR 131/2022 (earlier FIR 884/2022, PS Andheri)* ***AND*** *doing all needful (necessary or incidental) for the ultimate quashing of said FIR 131/2022* ***AND*** *withdrawal of all other proceedings pending in different Courts/Forums, entire amount as per the Award dated 09.12.2015 along with interest till the date of actual payment, shall be payable in entirety and all monies paid under this agreement shall be adjusted by Morgan against the sum awarded under the said award dated 09.12.205. The Parties further agree that no challenge shall lie against the award dated 09.12.2015.*

*e. The parties have agreed that after the upfront payment of Rs.10 crores on 20.01.2025 the interim order dated 21.01.221 passed by HMJ J.R. Midha, Delhi High Court in OMP (Comm) 307/2016 titled as Ganesh Benzoplast Ltd. & Others vs. Morgan Securities & Credits Pvt. Ltd. whereby the Hon'ble Court restrained GBL from transferring/alienating or creating any encumbrances with respect to the immovable assets of the company, shall be got modified to the effect that GBL shall be free to deal with its said immovable assets in any manner considered appropriate by it. However, this shall be subject to the condition that any monetary amount received by GBL upto the amount due and payable to Morgan under the present Settlement Agreement as a result of dealing with said immovable assets shall first be utilized towards discharge of its financial obligations towards Morgan under this Settlement Agreement."*

2. Respective counsel for the parties jointly request that the petition may be disposed of in terms of the aforesaid settlement agreement. It is undertaken by respective counsel, on instructions, that the parties shall abide by the terms thereof. The said undertaking is taken on record.

3. As jointly prayed, the present petitions are disposed of in terms of the aforesaid settlement agreement.

4. During the course of hearing, a bank draft for Rs. 10 crores, dated 16.01.2025, drawn on Union Bank, in favour of Morgan Securities and Credits Private Limited, has been handed over to the Authorized Representative of M/s Morgan Securities and Credits Pvt. Ltd. Receipt thereof is acknowledged by the said authorized representative and by Mr. Ankur Chawla, learned counsel for the respondent in O.M.P. (COMM) 307/2016.

5. Respective counsel for the parties draw attention to the order dated 21.01.2021 which *inter-alia* directs as under:

> "*GBL shall not transfer, alienate or create any encumbrance with respect of its immovable assets without the permission of this Court till further orders. Morgan is permitted to seek the release of Rs.3 crore subject to the outcome of these petitions.*"

6. Attention is drawn to the fact that the settlement agreement contains the following stipulation:

> "*e. The parties have agreed that after the upfront payment of Rs.10 crores on 20.01.2025 the interim order dated 21.01.221 passed by HMJ J.R. Midha, Delhi High Court in OMP (Comm) 307/2016 titled as Ganesh Benzoplast Ltd. & Others vs. Morgan Securities & Credits Pvt. Ltd. whereby the Hon'ble Court restrained GBL from transferring/alienating or creating any encumbrances with respect to the immovable assets of the company, shall be got modified to the effect that GBL shall be free to deal with its said immovable assets in any manner considered appropriate by it. However, this shall be subject to the condition that any monetary amount received by GBL upto the amount due and payable to Morgan under the present Settlement Agreement as a result of dealing with said immovable assets shall first be utilized towards discharge of its financial obligations towards Morgan under this Settlement Agreement.*"

7. The interim order stands modified / vacated in terms of the aforesaid stipulation in the settlement agreement.

**JANUARY 17, 2025/**cl **SACHIN DATTA, J**