



\$~14

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

+ **OMP (ENF.) (COMM.) 60/2023**

**MX MEDIA AND ENTERTAINMENT PTE.
LTD.**

.....Decree Holder

Through: Ms. Srishti Gupta, Mr. Pranav
Chadha & Ms. Kanishka Singh, Adv.

versus

MS. SAPNA

.....Judgement Debtor

Through: Ms. Preeti Singh, Mr. Sunklan
Porwal, Ms. Sakshi Trivedi & Mr.
Akshay Chhabra, Adv.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER
06.02.2026

%

1. Learned counsel for the parties are *ad idem* that the disputes have been settled in terms of the Memorandum of Understanding (MoU) dated 31.01.2026. The original copy of the MoU has been produced in court and is taken on record and in pursuance to the MoU, a Demand Draft of Rs.25 Lakh has been handed over to the learned counsel for the decree holder. The terms and conditions of the MoU are made part of this order and the same are as under:-

“1. Settlement Amount: ₹2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only)

1.1 The Judgment Debtor hereby agrees and undertakes to pay to the Decree Holder a sum of ₹2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) (hereinafter referred to as the "Settlement Amount") in lieu of the Decretal Amount.



1.2 The Settlement Amount, being in accordance with the proposal made by the Judgment Debtor and recorded in the order dated 22.12.2025 passed by the Hon'ble High Court of Delhi at New Delhi, shall, upon receipt, be treated as full, final and complete satisfaction of the decree in favour of the Decree Holder.

2. Mode and Schedule of Payment

2.1 The Settlement Amount shall be paid by the Judgment Debtor to the Decree Holder in the following manner:

(a) ₹25,00,000/- (Rupees Twenty-Five Lakhs Only) on 06.02.26 vide Demand Draft No.295798 dated 25.01.26. The copy of the same is attached herewith.

(b) ₹2,25,00,000/- (Rupees Two Crores Twenty-Five Lakhs Only) shall be payable within three (3) months from the date on which the Hon'ble High Court of Delhi at New Delhi permits and orders de-attachment of one property of the Judgment Debtor, namely Flat 5041, ATS Kocoon, Sector-109, Gurgaon/Gurugram, Haryana, attached vide order 24.07.2024. The Judgement debtor acknowledges and undertakes that the de-attachment of the aforementioned property is for the limited purpose of compliance of the terms of this memorandum of understanding. Upon receipt of the settlement amount, the Judgement debtor shall be free to use the said property as she deems fit.

2.2 All payments shall be made by way of bank transfer or demand draft in favour of the Decree Holder.

3. Satisfaction of Decree

3.1 Upon receipt of the entire Settlement Amount of ₹2.50 Crores, the arbitral award and decree shall stand fully and finally satisfied.

3.2 Judgment Debtor agrees that all the other assets (including immovable properties) attached vide order 24.07.2024 by the Hon'ble High Court of Delhi at New



Delhi in OMP (ENF.) (COMM.) No. 60/2023 titled *MX Media and Entertainment Pvt. Ltd. vs. Ms. Sapna*, shall continue to remain attached till the realization of the Full Settlement Amount as referred in Clause 1.1. of this Memorandum of Understanding. Upon payment of the entire Settlement Amount as mentioned above by the Judgment Debtor on or before the expiry of the stipulated period of three (3) months, all properties of the Judgment Debtor attached in the present execution proceedings shall stand liable to be de-attached, and the Decree Holder shall have no further claim, demand or entitlement of any nature whatsoever against the Judgment Debtor arising out of or in connection with the award/decreed.

3.3 The Decree Holder shall, upon receipt of the full Settlement Amount, take necessary steps for recording full satisfaction of the decree before the Hon'ble High Court of Delhi at New Delhi.

4. Suspension of Coercive Measures

4.1 Subject to due compliance with the payment schedule contained herein, the Decree Holder shall not press for any coercive steps in execution against the Judgment Debtor.

4.2 The attachments effected pursuant to orders of the Hon'ble Court shall remain subject to further orders of the Court.

5. Default

5.1 In the event the Judgment Debtor fails to adhere to the payment schedule stipulated herein, the Decree Holder shall be at liberty to exercise the remedies as available in accordance with law.

6. Binding Effect

The Parties affirm that the present MOU has been entered into of their own free will, with complete understanding of its contents and consequences, and without any force, coercion, pressure, misrepresentation or undue influence of



any nature whatsoever. The terms of this MOU shall be final, conclusive and binding upon the Parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

7. Jurisdiction

This Memorandum of Understanding shall be governed by the substantive and procedural laws in force in India, and all disputes arising out of or in connection herewith shall be subject to the exclusive jurisdiction of the courts at New Delhi.”

2. Accordingly, the petition is disposed of in the aforesaid terms with liberty to the decree holder to revive the petition in case of non adherence to the terms and conditions of the MoU dated 31.01.2026.

AVNEESH JHINGAN, J

FEBRUARY 6, 2026

Ch