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

+ **CS(COMM) 820/2023**

ANIL PITTI

.....Plaintiff

Through: Mr. Kushagra Bansal, Advocate.

versus

M/S ERA INTERNATIONAL

.....Defendant

Through: Mr. S. K. Pandey and Mr. Rajan Parmar, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

04.02.2026

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I.A. 3072/2026

1. The present application has been filed by the Plaintiff under Order XXIII Rule 3 of CPC, for disposing of the Suit in terms of the settlement arrived at between the parties vide a Memorandum of Settlement dated 14.01.2026.
2. The instant Suit has been filed by the Plaintiff seeking recovery of an amount of Rs.6,28,40,095/- and Damages cum Loss of Profit to the tune of Rs.50,00,000/- along with cost of litigation and interest against Defendant.
3. During the pendency of the present Suit, the Parties have entered into the Memorandum of Settlement dated 14.01.2026. A copy of the same has been annexed with the application which reads as under:



MEMORANDUM OF SETTLEMENT

The Memorandum of Settlement (hereinafter referred to as MOS) is being executed on the 14th day of JAN., 2026 at New Delhi.

BETWEEN

Anil Pitti, S/o Lt. Shri Satya Narayan Pitti, aged about 60 years, Proprietor of M/s Pitti Coal Company, having residence at C- 179, Vivek Vihar, Phase - 1, Delhi - 110095 (hereinafter to be referred as "First Party")

AND

M/s Era International through its Authorized Representative, Mr. Rajeev *Appointed* S/o *Vinod Kumar* having office at Office No. A 245, Second Floor, Kutch Arcade, Survey No. 234, Mithi Rohar, Gandhidham, Kachchh, Gujarat 370240.

The term 'First Party' and 'Second Party', unless repugnant to the context means and includes their respective heirs, successor, legal representative, assigns and nominees.

WHEREAS the First Party is engaged in trading of Refined Petroleum Products and other allied products.

WHEREAS the Second Party is one of the importer and trader of the Thermal Coal in the domestic market across India.

Anil Kumar



For ERA INTERNATIONAL
[Signature]
Auth. Sign.

21 JAN 2026

Anil Kumar



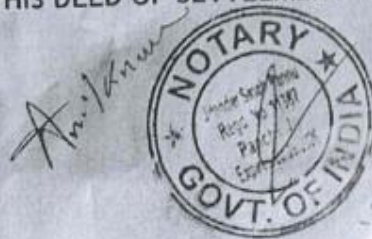
WHEREAS both the parties entered into business transaction and certain disputes had arisen between the parties.

WHEREAS due to the disputes arisen, the First Party has filed a suit bearing CS (COMM.) No. 820/2023 titled as "Anil Pitti versus ERA International" seeking recovery of an amount of INR 6,28,40,095/- (Rupees Six Crores Twenty Eight Lacs Forty Thousand and Ninety Five Only) and Damages cum Loss of Profit to the tune of INR 50,00,000/- along with cost of litigation and interest against the Second Party before the Hon'ble High Court of Delhi. The same is listed before the Hon'ble High Court of Delhi on 02.03.2026.

WHEREAS the Second Party has also filed a counter suit bearing CS (COMM.) No. 696/2024 titled as "ERA International versus Anil Pitti" seeking recovery of an amount of INR 22060000/- before the Ld. District Court at Panchkula against the First Party. However, the same has been transferred to Hon'ble High Court of Delhi and the same is listed on 31.01.2026.

WHEREAS with intervention of the well-wishers, both the parties have agreed to resolve the aforesaid disputes in amicable manner on the following terms:

NOW THIS DEED OF SETTLEMENT WITNESSETH AS UNDER:



For ERA INTERNATIONAL

Praveen
Auth. Sign.

21 JAN 2026

Anil K.

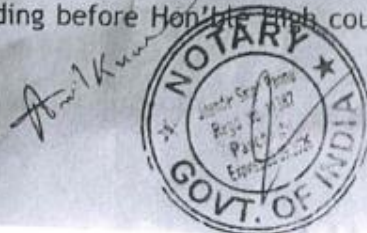


- i. That both the parties have amicably resolved all their disputes fully and finally amongst each other, in respect of the aforesaid outstanding amount.
- ii. That the parties have amicably decided to settle the matter wherein the Second Party has undertaken to pay an amount of INR 1,00,00,000/- (Rupees One Crore Only) in the following manner:

INR 20,00,000/-	At the time of signing of MOS
INR 20,00,000/-	On or before 28.02.2026
INR 20,00,000/-	On or before 31.03.2026
INR 20,00,000/-	On or before 30.04.2026
INR 20,00,000/-	On or before 31.05.2026

If the Second Party fails to pay to aforesaid settlement amount as per the aforesaid schedule then the Second Party shall be liable to pay a penalty to the tune of INR 5,000/- per day to the First Party.

- iii. That the Second Party undertakes that the First Party is not liable to pay any amount to the Second Party and any claim stand forfeited against the First Party. The Second Party after the signing of the present MOS will take appropriate steps within 5 working days and withdraw its case CS (COMM.) No. 696/2024 titled as "ERA International versus Anil Pitti" pending before Hon'ble High court of Delhi and will also withdraw all



For ERA INTERNATIONAL

21 JAN 2026

Auth. Sign

Anil Kumar



legal proceedings filed before any court/ forum/ tribunal against the First Party.

- iv. That due to the breaches committed by the Second Party in respect of the business transactions undertaken between the First Party and the Second Party, the First Party is presently facing multiple litigations initiated by various entities, including but not limited to M/s Comsol Energy Private Limited. In order to safeguard and protect the interests of the First Party, the Second Party hereby undertakes to fully cooperate with and provide all necessary assistance and support to the First Party in connection with the ongoing and any future litigation, proceedings, or disputes, including those instituted by M/s Comsol Energy Private Limited.
- v. That both parties shall always keep each other indemnified, saved and harmless from and/or losses etc., if any arising/accruing due to any default by them prior to execution of this Memorandum of Settlement.
- vi. That it is agreed that both the parties shall not lodge any further complaint or file any civil or criminal case against each other regarding the above said subject.
- vii. That the aforesaid disputes stand settled for past, present and future.
- viii. That both the parties have undertaken to be bound by the terms and conditions of this Memorandum of Settlement in every respect and have



For ERA INTERNATIONAL
Auth. Sign

12.7 JAN 2028

Auth. Sign



further agreed that in case, any of the party fails to adhere to the terms of this MOS, the other party shall have the right to take appropriate legal actions to enforce the terms and conditions of this agreement provided under the law at the risk and cost of the defaulting party. Both the parties further agreed that after signing of this MOS, they shall abide by the terms and conditions of the present deed.

ix. That the parties have settled all their disputes against each other without any threat, pressure, coercion, duress, influence, force and/or collusion in any manner whatsoever and have executed this MOS of their own free will, consent and accord in a legal and lawful manner.

x. That the parties have left no dispute against each other regarding the above detailed and described matter in question in future. The parties would not take/initiate any legal action against each other for the same in future.

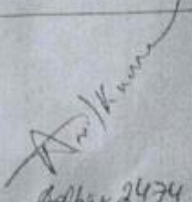
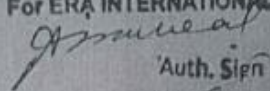
IN WITNESS THEREOF the parties hereto have signed this Memorandum of Settlement in the presence of the following witness, on 14th day of Jan 2026 at New Delhi.

FIRST PARTY	SECOND PARTY
Anil Pitti Proprietor of M/s Pitti Coal Company	M/s Era International through its Authorized Representative, Mr. Rajeev
	For ERA INTERNATIONAL

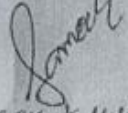


Jasvir Singh
Auth. Sign
12 JAN 2026



 Adhar 2474 3293 2601	For ERA INTERNATIONAL  Auth. Sign Adhar 5986 60538656.
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WITNESS:

1.  (Sameer Kumar) S/o Sh. Vinod Kumar Satya Rajar, 8 Nakhla CDNH - Kurukshetra Adhar No: 784174930378	2. Jai Kumar (JAI KUMAR) S/o Sh. Rajeev Singh H.N. 52, PO- Kurali Dist. Ambala Adhar No: 9009 5812 3004.
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Identified the deponent
who signed before me

Jai Kumar
Signature
H.N. - 9815639308.


ATTESTED
Jitender Singh Pannu
Notary Panchkula
21 JAN 2026


4. Under the Memorandum of Settlement, the Defendant has agreed to pay a sum of Rs.1,00,00,000/- to the Plaintiff as full and final amount to



satisfy all the claims of the Plaintiff. The schedule of payments has been described in the Memorandum of Settlement and the consequences of failure to make the payments have also been described in the Memorandum of Settlement.

5. This Court has gone through the Memorandum of Settlement dated 14.01.2026, terms of which are legal and lawful.

6. In view of the fact that settlement has been arrived at between the Parties, the Suit is disposed of in terms of Order XXIII Rule 3 of the CPC and the Memorandum of Settlement dated 14.01.2026 entered into between the Parties. Pending applications, if any, also stand disposed of.

7. Let the Decree Sheet be prepared accordingly.

8. The Parties shall be bound by the terms of the Memorandum of Settlement dated 14.01.2026. The Defendant undertakes to perform its obligations under the Memorandum of Settlement dated 14.01.2026.

9. Since the Parties have entered into the settlement, the Plaintiff is entitled to refund of Court Fees. Let the Court Fees be refunded.

10. The applications are disposed of in the aforesaid terms.

11. The next date of hearing i.e., 02.03.2026 stands cancelled.

SUBRAMONIUM PRASAD, J

FEBRUARY 4, 2026

S. Zakir