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

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**O.M.P.(I) (COMM.) 347/2024**

**LEELA LACE HOLDINGS PRIVATE LIMITED .....Petitioner**

**Through: Mr. Pranaya Goyal, Ms. Shachi  
Udeshi, Ms. Apoorva Kaushik,  
Ms. Juhi Shahi and Mr. Uday  
Mathur, Advs.**

**versus**

**RAHEJA DEVELOPERS LIMITED .....Respondent**

**Through: Mr. Gurtejpal Singh and Mr.  
Saurabh Jha, Advocates**

**CORAM:**

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

**ORDER**

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**30.04.2026**

1. The present Petition, under Section 9 of the Arbitration and Conciliation Act, 1996, has been filed seeking the following reliefs:

“a) direct the Respondent to deposit the Brand Licensing and Marketing Fee of 4% of the Gross Revenue Sales received on the sale of each Brand Residential Unit by the Respondent in furtherance of the Agreements to Sell executed by it with the Allottees / Purchasers in the Project and as per the details received in the prayer (d) hereinbelow along with the interest at the rate of 12% per annum as per Clause 4.1.2 of the Marketing Agreement;

b) direct the Respondent to immediately deposit the balance TDS amount Rs. 10,00,000/- (Rupees Ten Lakhs Only) under applicable provision of the Income Tax Act along with interest / penalty if any, with the statutory authorities;

c) pass an order of injunction restraining the Respondent, through itself or its employees, servants, agents, representatives, assigns, affiliates or associates, from utilising the Leela Mark owned by the Petitioner and selling the Branded Residential Units till such time as the Respondent provides documentary proof to Petitioner of all sales made as well as Agreements to Sell executed by it with the purchasers / allottees in the Project;



d) pending the hearing and final disposal of captioned Petition, direct Respondent to forthwith disclose on Affidavit details of all sales undertaken along with documentary proof of all amounts received and to be received along with copies of any and all deeds, documents and writings and Agreements to Sell executed by Respondent with the allottees / purchasers of Branded Residential Unit in the Project from the date of the execution of the Brand License and Marketing Agreement dated 07.07.2018;

e) grant ad-interim/interim reliefs in terms of the prayers (a) to (c) above;

f) award costs in favour of the Petitioner and against the Respondent; and

g) pass such other /further order(s) / direction(s) as this Hon'ble Court may deem fit in the interest of justice, equity and fair play.”

2. Learned counsel appearing on behalf of the parties are *ad idem* that the disputes as between the parties have been settled in terms of the consent terms arrived at and executed as between the parties on 29.04.2026.

3. Learned counsel appearing on behalf of the parties submit that though the consent terms were e-filed yesterday, i.e. 29.04.2026, the same have not yet formed a part of the record. The Registry is directed to ensure that the same is made part of the record upon objections, if any, being cleared by the parties.

4. Since learned counsel appearing on behalf of the parties are *ad idem* that the disputes stand settled, learned counsel for the Petitioner seeks the liberty to withdraw the present Petition in terms of the consent terms that have been arrived at.

5. Liberty as sought for is granted.

6. Accordingly, the present petition stands disposed of in terms of the consent terms.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**APRIL 30, 2026/JYH/va**