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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 817/2023, I.A. 22563/2023 & I.A. 8316/2025**

EMERALD ENTERPRISESPlaintiff
Through: Mr. Rohit Bohra, Advocate.
versus

EMERALD VALVES PRIVATE LIMITEDDefendant
Through: Mr. Gautam Singh, Advocate

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
15.01.2026

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1. Under the aegis of the Delhi High Court Mediation and Conciliation Centre, the parties have been able to successfully resolve their disputes and record their terms in writing in the Settlement Agreement dated 13.11.2025. The said Agreement is on record.
2. The parties are bound by the said terms.
3. This Court has also perused the terms of the Settlement Agreement and does not find any impediment in accepting the same and decreeing the Suit as per the said terms.
4. The terms of the Settlement Agreement alongwith with Annexures A, B and C may be read as part of the decree.
5. Learned counsel for the plaintiff submits that the defendant was to comply with the terms in para 3, 4 and 6 of the Settlement Agreement.
6. Learned counsel for the defendant submits that so far as the condition no.3 is concerned, the winding process has been initiated and it may take a little while to conclude the same. He submits that as soon as the said process is completed, the relevant documents in proof thereof shall be furnished to the



plaintiff. In any case, he also submits that the name 'Emerald Valves Private Limited' has never been used since the company never commenced any operation at all.

7. So far as condition no.4 is concerned, learned counsel for the defendant submits that though the domain name was registered, however, it was never used and he is under instructions to submit that the said domain name will be taken down and proof thereof would be furnished to the plaintiff.

8. So far as condition no.6 is concerned, the learned counsel for the parties have submitted that Annexure C to the Settlement Agreement is the Deed of Assignment which has been executed between the parties. Learned counsel for the plaintiff, however, submits that the original of the said Deed of Assignment is with the defendant which needs to be handed over in original to the plaintiff and he seeks a direction in that regard.

9. Having heard the learned counsel for the parties, this Court directs the defendant to comply with the condition no.4 within ten days from today.

10. So far as condition no.3 is concerned, learned counsel for the defendant submits that the process for winding up has already been initiated and he would, within seven days, furnish copies of the said documents in relation to the steps taken for of winding up the company, to the plaintiff. He also submits that once the process of winding up is completed, the proof thereof shall also be submitted to the plaintiff, however the same may take a little while.

11. Since three months outer limit was already provided in condition no.3 with effect from 26.09.2025 and the process appears to be still going on, this Court extends the period to further three months from date.

12. So far as condition no.6 is concerned, learned counsel for the defendant indicates that the defendant shall furnish the original Deed of Assignment to the plaintiff within ten days from date.

13. In view of the above, considering the settlement terms in the Settlement



Agreement dated 13.11.2025, the suit is decreed in terms thereof.

14. The decree sheet may be drawn up accordingly.

15. Court Fees in terms of Section 16 Court Fees Act, 1870 shall be refunded to the plaintiff upon completion of all formal requisites, and in terms of the statutory provisions.

16. The Suit stands disposed of in aforesaid terms.

TUSHAR RAO GEDELA, J

JANUARY 15, 2026

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