$~30

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

\+ O.M.P. (COMM) 398/2025, I.A. 24300/2025, I.A. 24301/2025, I.A. 24303/2025, I.A. 29385/2025, I.A. 30974/2025

ANGOORI DEVI EDUCATIONAL AND CULTURAL SOCIETY .....Petitioner

Through: Mr. Anirudh Wadhwa, Mr. Kartik Gupta & Ms. Shambhavi Singh, Advs. (through VC).

versus

VISHWA JAGRITI MISSION .....Respondent

Through: Mr. Sanjeev Sahay, Adv. (through VC).

CORAM:
HON'BLE MR. JUSTICE AVNEESH JHINGAN

O R D E R

% **16.02.2026**

I.A. 4283/2026

1. This is a joint application filed on behalf of the parties under Order XXIII Rule 3 r.w.s 151 of the CPC seeking disposal of the present petition.

2. For the reasons mentioned therein, the application is allowed.

3. The memorandum of settlement agreement is taken on record.

O.M.P. (COMM) 398/2025

4. The terms of settlement are made part of this order and are as under:

> "A) First Party shall operate the White Lotus International School, Surat from the present School building upto 31.03.2028, in the manner and on the basis as provided in the Agreements dated 12.11.2014 and 09.03.2016. The First Party shall record their undertakings before the Hon'ble High Court of Delhi in the said OMP (Comm.) No. 398 of 2025 that they will vacate and hand over the peaceful and complete physical possession of the School building on or

before 31.03.2028, and shall vacate and remove the said school and itself with its staff, students, belongings, instalments and fixtures from the said school building. It is clarified that the First Party shall not be liable to pay the costs awarded in the Majority Arbitral Award to the tune of Rs. 50 Lakh to the Second Party in case the First Party vacates by 31.03.2028.

B) First Party shall provide education to the 50 students as recommended by the Second Party, in terms of Clause 6 (h) of the said two Agreements dated 12.11.2014 and 09.03.2016.

C) First Party shall pay to the Second Party, 20% of the tuition fee revenue as has been laid down in Clause 5 of the Agreements dated 12.11.2014 &09.03.2016.

D) If the First Party fails to hand over the peaceful, vacant and complete physical possession of the school building as envisaged in terms of the Agreements dated 12.11.2014 & 09.03.2016, and in compliance of the Majority Award dated 30.05.2025, on or before 31.03.2028, the Second Party shall be at liberty to revive the Execution Petition being Execution Petition No. 204 of 2025 filed before the Additional District Judge-VIII, Commercial Court seeking issuance of Warrant of Possession in terms of the Order dated 04.12.2025 with the aid and help of Bailiff and Police and to take all such measures as required/advised in Law, to recover the Possession of the School Building.

E) First Party undertakes and agrees in their individual and personal capacity, that in case there is failure to vacate the said school building situated on the land of the Second Party, with all its students and staff, by due date of 31.03.2028, the First Party shall be liable to pay Rs. 2 Lakhs per day as Mesne Profit/Damage w.e.f. from 01.04.2028 to the Second Party.

F) In case, there is any breach committed by the First Party or Second Party of this Memorandum of Settlement

Agreement or Agreements dated 12.11.2014 & 09.03.2016, the aggrieved party shall be at liberty to initiate appropriate civil or criminal proceedings including the proceedings under the Contempt of Court Act and for that purpose undertaking has been recorded by the First Party and the Second Party in their personal capacity.

G) The First Party and Second Party shall move an Application under Order 23 Rule 3 of CPC read with Section 151 CPC duly supported with the Affidavits of each of the parties along with their Undertakings as recorded in this Memorandum of Settlement Agreement, before the Hon'ble High Court of Delhi in the said OMP (Comm) No. 398 of 2025. Both the Parties shall make prayer before the Hon'ble Delhi High Court to record their statements in their personal capacity and to dispose of the OMP (Comm) No. 398 of 2025 in terms of the Memorandum of Settlement Agreement.

H) Subsequently, the First Party and the Second Party agree to file the present Memorandum of Settlement Agreement in Execution Petition No. 204 of 2025 before the Ld. Additional District Judge-VIII, Commercial Court, where the said Execution Petition is pending. The Second Party shall ensure that no coercive actions, in any manner whatsoever, are taken against the First Party in its operation and management of the White Lotus International School from the present school building until 31.03.2028.

I) To give legal sanctity and enforceability in the eyes of law, the Memorandum of Settlement Agreement has been duly executed on Stamp Paper, duly notarized and executed by both the Parties.

J) Both the Parties have executed this Memorandum of Settlement Agreement voluntarily, without perpetration of any force, undue influence or coercion from any quarter, and both the Parties shall be estopped in law to assail the validity of any clause / term of the Memorandum of Settlement Agreement on the ground of the same being void or unlawful.

K) Parties to this Memorandum of Settlement Agreement undertake that they shall duly perform and abide by all the terms and conditions as contained in this Memorandum of Settlement Agreement. The Parties agree and undertake to take all steps necessary towards ensuring enforcement of this Memorandum of Settlement Agreement.

L) This Memorandum of Settlement Agreement shall become effective and enforceable in the eyes of law from date of its execution and shall remain effective and binding on the Parties.

M) This Memorandum of Settlement Agreement is prepared in duplicate signed by the parties and witnesses in acknowledgement and acceptance of the terms hereof.

N) IN WITNESS WHEREON both the Parties have signed this Memorandum of Settlement Agreement on the 11.02.2026 in the presence of the following witnesses."

5. The petition under Section 34 is disposed of in terms of the settlement. All pending applications stand disposed of.

AVNEESH JHINGAN, J

FEBRUARY 16, 2026/*'JK'*