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

\# **CNR No. DLHC010928532024**

\+ RFA(COMM) 541/2024 & CM APPL. 73451/2024

DEZINETREE PROJECTS PVT. LTD. .....APPELLANT

Through: Ms. Cauvery Rawal, Adv.

versus

SPOKES DIGITAL INC AND ANR .....RESPONDENTS

Through: Counsel(Appearance not given)

CORAM:
HON'BLE MR. JUSTICE AVNEESH JHINGAN
HON'BLE MS. JUSTICE SHAIL JAIN

O R D E R

% 28.10.2026

1. The present Appeal has been filed under Section 96 of the Code of Civil Procedure, 1908 against the impugned judgement dated 16.07.2024 passed by the learned district judge in CS(COMM) 121/2023.

2. Learned counsel for the parties submit that the matter has been settled as per the agreement dated 19.09.2026 in the following terms:

> 1. Settlement Amount: The Second Party (Returnonweb Consulting Services Pvt. Ltd.) shall pay to the First Party (Dezinetree Projects Pvt. Ltd.) a total sum of Rs. 12.00,000/- (Rupees Twelve Lakhs only), exclusive of applicable GST. in full and final settlement of all claims. disputes and demands raised or that could have been raised in the Pending Proceedings.
> 2. Payment Schedule: The settlement amount referred to in Clause 1 above shall he paid by the Second Party to the First Party in the following manner:
> (a) A sum of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be paid on 25.09.2026

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via online transfer before which the present MOU shall be filed with the court on e-portal, Rs. 200,000/- (Rs. Two lakhs only) within 45 (forty-five) days from the date of this MOU, i.e., on or before 03.11.2026 via online transfer and the balance sum of Rs. 5,00,000/- (Rupees Five Lakhs only) within 60 days from the date of this MOU that is on or before 18' November 2026

(b) GST, if and to the extent applicable on the settlement amount, shall be paid by the Second Party along with and at the time of payment of the final instalment referred to in Clause 2(a) above.

3. Mode of Payment: All payments under this MOU shall be made by the Second Party to the First Party by way of NEFT/RTS transfer to the bank account details as mentioned below:

Name: Dezinetree projects Pvt Ltd
A/c no: 663105500295
Bank Branch: ICICI Bank Kalkaji Branch
IFSC: ICICI0006631

4. Withdrawal of Proceedings: Upon receipt of the entire settlement amount as set out in clauses above, the Parties shall, within a reasonable time and in any event within 15 (fifteen) days of such receipt, take all necessary steps to withdraw the Pending Proceedings, including CS(COMM) No. 119/2023, RFA (COMM)
541/2024 pending before the Hon'ble High Court of Delhi, and any other suit, complaint, appeal or proceeding filed by either Party against the other in relation to the subject matter thereof, by filing joint statements/applications before the respective Courts recording this settlement, each Party bearing its own costs throughout.

5. Full and Final Settlement: Upon receipt of the entire settlement amount, this MOU shall constitute full and final settlement of all disputes, claims, counterclaims and demands, whether monetary or otherwise, between the Parties arising out of or in connection with the subject matter of the Pending Proceedings, and neither Party shall thereafter have any further claim of any nature whatsoever against the other or against their respective directors, officers, employees or associate entities in relation thereto.

6. No Admission of Liability: This MOU and the settlement

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recorded herein are without prejudice to and without any admission of liability by either Party, and are entered into purely to buy peace and to amicably resolve the disputes between the Parties.

7. Default: In the event the Second Party fails to make any payment within the timelines specified above, the First Party shall, in addition to any other rights and remedies available in law, including the right to enforce this MOU, be entitled to proceed with/revive the Pending Proceedings and claim the balance/entire settlement amount together with such interest and costs as may be permissible in law.

8. Binding Effect: This MOU is signed by the above-named directors for and on behalf of, and with due authorisation from. their respective companies, and shall be binding on the First Party and the Second Party and their respective successors and assigns.

9. Governing Law and Jurisdiction: This MOU shall be governed by the laws of India, and the Courts at Delhi shall have exclusive jurisdiction in relation to any dispute arising out of or in connection with this MOU.

10. Entire Agreement: This MOU constitutes the entire understanding between the Parties in relation to the settlement of the Pending Proceedings and supersedes all prior discussions and understandings, whether oral or in writing in relation thereto. No modification or amendment to this MOU shall be valid unless made in writing and signed by both Parties.

3. The settlement agreement is taken on record.

4. The appeal is accordingly disposed of in terms of the abovementioned agreement.

AVNEESH JHINGAN, J

SHAIL JAIN, J

OCTOBER 28, 2026/PT

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