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

+ **CS(OS) 929/2025**

TCM SPORTS MANAGEMENT PVT. LTDPlaintiff

Through: Mr. Premtosh K. Mishra, Mr. Gurtej Pal Singh, Mr. Saurabh Jha, Mr. Shrey Sharma & Mr. Anubhav Upadhyay, Advs.

versus

WILDKRAFT EVENTS AND PROMOTIONSDefendant

Through: Mr. Samavesh Bhanj Deo & Mr. Nirmal Ambashtha, Advs. (through VC).

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER
19.05.2026

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1. This suit was filed seeking declaration that the defendant is only entitled to receive the refund of advance amount of Rs.9,80,000/- and the plaintiff is not liable to pay any other amount.
2. The parties have settled the dispute vide settlement agreement dated 04.05.2026. The terms of the settlement agreement reads as follows:

“1. The First Party agrees to pay a total sum of INR 9,80,000/- (Indian Rupees Nine Lakh Eighty Thousand Only) ("**Settlement Amount**") to the Second Party in full and final settlement of all disputes, claims, and allegations between the Parties.

2. The First Party has paid the sum of INR 9,80,000/- (Indian Rupees Nine Lakh Eighty Thousand Only) to the Second Party by way of cheque bearing 000076 dated 04.05.2026 drawn on Citi Bank at the time of signing of the present Settlement



Agreement. (Copy of the cheque is annexed herewith as **Annexure C**).

3. The Settlement Amount includes the full refund of the advance amount of INR 9,80,000/- (Indian Rupees Nine Lakh Eighty Thousand Only) which shall be paid by the First Party to the Second Party;

4. The Second Party hereby acknowledges the receipt of the Settlement Amount as a full and final settlement and also agrees and confirms that all claims in relation to ODI cricket match held on 30.11.2025 between India and South Africa at the JSC A International Stadium, Ranchi, stand settled.

5. It is hereby agreed, confirmed and acknowledged by the Second Party that no further amounts shall be due or payable by the First Party to the Second Party arising from the dispute between the Parties and the Match and this Agreement.

6. By way of this Agreement, it shall be recorded that upon payment of the Settlement Amount, all disputes between the Parties in relation to ODI cricket Match held on 30.11.2025 between India and South Africa at the JSCA International Stadium, Ranchi shall stand fully and finally resolved.

7. In consequence thereof, the Parties irrevocably waive all present, future, known, or unknown claims arising out of:

a) The transaction for the ODI cricket match held on 30.11.2025 between India and South Africa at the JSCA International Stadium, Ranchi;

b) Removal of the hoardings/creatives put up at the JSCA International Stadium, Ranchi on 30.11.2025;

c) Any communications exchanged between the Parties in relation to the ODI cricket match held on 30.11.2025 between India and South Africa;

d) Any actual, alleged or perceived losses (including but not limited to financial, reputational, or business-related).

8. The Second Party hereby withdraws and irrevocably waives all present, future, known, or unknown claims arising out of its Legal Notice dated 6th December 2025 *inter alia* seeking



refund along with interest and claiming damages towards cheating, criminal breach of trust and occasioning wrong. The Second Party hereby represents and confirms that it has not initiated or shall initiate any legal proceedings, civil or criminal, arising out of or in connection with the ODI cricket match held on 30.11.2025 between India and South Africa at the JSCA International Stadium, Ranchi and/or removal of the hoardings/creatives put up at the JSCA International Stadium for the said Match.

9. The Parties shall jointly file appropriate application, if required, before the Hon'ble Delhi High Court to record settlement and seek disposal of CS (OS) No. 929 of 2025 by way of a consent decree.

10. Each Party shall fully cooperate with the other Party, including signing of any necessary documents, applications, affidavits, etc. and giving their no-objection(s) as and when required.

11. Each Party, on behalf of itself and its affiliates, agents, heirs, successors and assigns, does hereby waive any and all of the rights to which it now or hereafter may be entitled against the other Party, its respective affiliates and subsidiaries, and their respective shareholders, directors, officers, agents, successors and assigns resulting from, arising out of, in connection with or in any way related to the said advertisement agreement and/or advertisement at upper tier for the Match and/or all claims, future or pending, as arising as of this date between the Parties either directly or indirectly or in any form whatsoever.

12. Each Party, as a reciprocal promise and in the interest of resolving the dispute and differences, hereby agree that:

a) Each Party herein, or on behalf of its affiliates, subsidiaries, parent company, successors, permitted assigns and all persons acting by, through, under, or in concert with it, hereby releases, compounds and discharge the other Party and/or all its employees/officials/Directors, from all known and unknown charges, complaints, claims, allegations, grievances, liabilities, obligations, promises, agreements, controversies, damages,



actions, causes of action, suits, rights, demands, costs, losses, and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which each Party has, or may have had, against the other Party and/or against all its employees/ officials/ directors/ agents/ consultants.

b) That pursuant to this Agreement, the each Party undertakes and agrees that it shall not write and/or post and/or upload and/or share and/or publish any disparaging or damaging or negative comment, in any form on any platform / media /public forum, including but not limited to, on any social media platform (such as Twitter, Facebook, Instagram, Snapchat, LinkedIn, YouTube, etc.), against the other Party and/or its employees/ officials/ Directors/ agents/ consultants and/or the dispute/ difference between the Parties and/or the contents of this Agreement.

13. The Parties have entered into this Agreement with their free consent and free will and without any force, coercion or pressure whatsoever, thereby fully being aware and in complete knowledge and understanding of the contents herein as well as the consequences of the commitments being made hereinabove.

14. It has been agreed between the Parties that in case of dishonour/bounce back/return of the cheque due to any reason whatsoever, the First Party shall pay the Settlement amount via RTGS/IMPS/NEFT in the account of the Second Party within 3 working days upon the intimation of such dishonour/return/bounce back etc.

Bank Detail of the Second Party

Bank Name: IDFC First Bank

Name: Wildkraft Events and Promotions

A/c No.: 10105948431

IFSC: IDFB0060341

15. Nothing mentioned in this Agreement shall constitute or be



deemed to be an admission of liability by either Party.

16. The terms of this Agreement shall remain confidential and may only be disclosed as required by Law or an Order of a Court; or for purposes of filing documents before the Hon'ble High Court of Delhi to record the settlement arrived at in between the Parties.

17. The First Party may pray for the refund of the court fees in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908 and the Second Party have no objection to the same.

18. The Parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective Counsels, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

19. By signing this agreement, the Parties hereto state that they have no further claims or demands against each other except as provided under these terms of settlement and all the disputes and differences in the afore-mentioned matters have been amicably settled by the parties hereto through the process of mediation.

20. All the Parties undertake to present themselves before the Hon'ble Court confirming the terms of the Settlement Agreement.”

3. Learned counsel for the parties are at *ad idem* that suit be decreed in terms of the settlement agreement.
4. The suit is decreed in terms of the settlement agreement dated 04.05.2026.
5. Let a decree-sheet be drawn up by the Registry accordingly.

AVNEESH JHINGAN, J

MAY 19, 2026/‘JK’