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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **OMP (ENF.) (COMM.) 8/2026 & EX.APPL.(OS) 29/2026**
(Ex.)

SURENDER KUMAR GUPTA & ANR.Decree Holders

Through: Mr. Mohit Jolly, Mr. Saurabh
Ajay Gupta, Mr. Ritik Gupta
and Ms. Shikha Bhardwaj,
Advocates with DH-2 in person

versus

RISHI AHUJA & ANR.Judgement Debtors

Through: Mr S. Surender and Mr. Atul
Chauhan, Advocates with JD-1
in person through vc

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+ **O.M.P.(I) (COMM.) 9/2026 & I.A. 536/2026 (Ex. From filing
certified copies of the annexures)**

SURENDER KUMAR GUPTA & ANR.Petitioners

Through: Mr. Mohit Jolly, Mr. Saurabh
Ajay Gupta, Mr. Ritik Gupta
and Ms. Shikha Bhardwaj,
Advocates with DH-2 in
person

versus

RISHI AHUJA & ORS.Respondents

Through: Mr. S. Surender and Mr. Atul
Chauhan, Advocates for JD-1 to
4 with JD-1 in person through
VC
Mr. Aditya Prasad, Advocate
for JD-5

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER
14.01.2026

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1. The Enforcement Petition being OMP (ENF.) (COMM.) 8/2026, under Section 36 of the Arbitration and Conciliation Act, 1996, read with Order 21 of the Code of Civil Procedure, 1908, seeks following reliefs:

- i. Direct the Respondents to execute conveyance and register the conveyance documents for the Factory located at Kila No. 23, Village Dhatir, Haryana - 121102, in the name of the Petitioners and/or their nominee;
- ii. Direct the Respondents to pay an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) the liability and obtain the NOC from the Auditor of M/s. Tex Shadow Pvt. Ltd.; or in the alternative Issue warrants of attachment for recovery of Rs. 10,00,000/- (Rupees Ten Lakhs only);
- iii. Direct the release of cheques described in Schedule O of the Conciliated Agreement and the Security Cheques in favour of the Petitioners;
- iv. Direct the Respondents to issue necessary documentation for transfer/registration of shareholding of Respondents in M/s. Tex Shadow Pvt. Ltd. in the name of the Petitioners and/or their nominee;
- v. Cost of the proceedings be also awarded to the Petitioner against the Respondent; and
- vi. Pass any other order, further orders (s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and to meet the end of justice."

2. The other Petition being OMP(I)(COMM) 9/2026, under Section 9 of the Act read with Section 151 of the CPC, seeks following reliefs:

- i. Injunct the Respondents No.1 to 4 from forcibly dispossessing the Respondents and the Company from the Factory located at Kila No.23, Village Dhatir, Haryana-121102;
- ii. Injunct the Respondents No.1 to 4 from creating any encumbrance and/or third party interests/rights in the Factory located at Kila No.23, village Dhatir, Haryana-121102;
- iii. Direct the Respondents to deposit the title deed of the UGRO Collaterals more particularly described in Paragraph 5 above before this Hon'ble Court;
- iv. Injunct the Respondents No.1 to 4 from creating any encumbrance and/or third party interests/rights in the UGRO Collaterals more particularly described in Paragraph 5;
- v. Direct the Respondent No.6 not to release the title deeds of Plot No.29, Gujranwala Town Part II, New Dehli-110009 to the



Respondents No.1 to 4 or any other person
Or in the alternative

Direct the Respondent No.6 to deposit the title deed of Plot No.29, Gujranwala Town Part II, New Delhi-110009 before this Hon'ble Court;

- vi. Injunct the Respondent No.1 to 4 from creating any encumbrance and/or third party interests/rights in the Plot No.29, Gujranwala Town Part II, New Delhi – 110009;
- vii. Pass ex-parte ad-interim orders in terms of Prayers (i) to (vi); and
- viii. Pass any other order, further orders (S) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and to meet the end of justice.”

3. During the course of hearing, learned counsel for the parties, across the bar, have handed over a one page document containing the agreed terms by the parties.

4. Learned counsel for the parties, on instructions of the respective parties, submit that in view of these agreed terms, the present Petitions may be disposed of. The agreed terms are reproduced hereinunder:

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- i. The Respondents shall execute the Conveyance Deed in terms of clause 2.8 and 2.10 of the Conciliated Agreement dated 21.11.2025 on 16.01.2026.
- ii. The Respondent shall execute Share Transfer Certificates in favour of the Petitioner or his nominee Tex Shadow Pvt. Ltd.
- iii. The Petitioners undertake that no liability towards the loan of ABHFL shall come to the account of the Respondents. The loan shall be the exclusive liability of the Petitioners.
- iv. The security cheques of Rs.10 crores deposited in the joint locker, shall be released to the Petitioners and the remaining checks mentioned in Annexure 'O' shall be released to the Respondent Nos. 1 and 2. The parties shall approach the concerned bank in Noida on or before 21.01.2026 for the aforesaid purpose.
- v. The Petitioners shall assist the Respondents for release of collaterals of ABFL Loans.
- vi. The parties shall abide by Clause 8 of the Conciliated Agreement dated 21.11.2025.
- vii. Upon completion of the agreed terms the entire Conciliated Agreement dated 21.11.2025 shall be deemed to be complied in letter and spirit.”



5. In addition to the afore-noted terms, the parties, who appear in person, also agree that on the day when Registry takes place, an e-mail shall be sent by the Petitioners to the ABHFL withdrawing its earlier e-mail by which they had raised an objection to release of the collaterals and the Petitioners also undertake to facilitate the expeditious release of the collaterals in favour of the Respondents.
6. Considering the aforesaid terms, this Court considers it apposite to dispose of both the Petitions.
7. The parties are directed to adhere to the aforesaid terms as agreed.
8. In view of the aforesaid, the present Petitions stand disposed of along with pending applications, if any.
9. The one page document containing the aforesaid terms as handed over by the parties is taken on record.
10. A photocopy of this Order be placed in the connected matter.

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 14, 2026/rk/kr