

Tree House Education & Accessories Ltd.

Shop No. 4, Aasha Co-operative Housing Society Ltd., 17th Road Khar West, Mumbai – 400 052.

Mobile No.: 7777051465 CIN : L80101MH2006PLC163028



November 26, 2025

To, Bombay Stock Exchange Ltd. 25 th Floor, Pliiroze Jeejeeblioy Towers, Dalal Street, Mumbai 400 001	To, National Stock Exchange of India Ltd. Exchange Plaza, Plot no. C/1, G Bloch, B KC, Bandra (E), Mumbai – 400 051	To, MCX Stock Exchange Ltd. Suren Road, Andheri (East), Mumbai - 400 093
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Sub.: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI Listing Regulations") by Tree House Education & Accessories Limited (the "Company")

Ref.: Scrip Code: 533540 / Symbol: TREEHOUSE

Dear Sir/Madam,

This is with reference to intimation filed by the Company on 12th January, 2021, disclosing the details of the litigation in accordance with Regulation 30(4) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

In continuation to the above, M/s Janodhar Shikshan Prasarak Mandal & Others filed an appeal in the Honorable Bombay High Court vide Petition No. 524 OF 2021 against the order of the Learned Sole Arbitrator Ms. Ayesha Damania dated January 11, 2021.

The details of development on the said litigation along with a brief detail is provided in **Annexure A** in accordance with Regulation 30(4) and Clause 8 of paragraph B of Part A of Schedule III of the SEBI Listing Regulations of the SEBI Circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023.

We request you to take the above on record and treat the same as compliance under the applicable provisions of the SEBI Listing Regulations.

Thanking you.

Yours truly,

For Tree House Education & Accessories Limited


Raksha Mahesh Jain

Company Secretary and Compliance Officer



Encl: as above

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Annexure A

Disclosure as per Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, along with SEBI Master Circular SEBI/HO/CFD/PoD2/CIR/P/2023/120 dated July 11, 2023 and SEBI Circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

At the time of becoming the party:		
a.	Brief details of litigation viz. name(s) of the opposing party, court / tribunal / agency where litigation is filed, brief details of dispute / litigation.	Name of the Parties: M/s. Tree House Education & Accessories Ltd. v/s Janodhar Shikshan Prasarak Mandal & Others There was an ongoing arbitration matter between the Company and Janodhar Shikshan Prasarak Mandal and others ("Respondents) in which the company has received order in its favour on January 11, 2021 wherein the company shall receive compensation of Rs. 3,46,11,115/- and interest on Rs. 46,11,115/- @ 9% p.a. from 04 th July, 2019 to 11 th January, 2021 from the Respondents.
b.	Expected financial implications, if any, due to compensation, penalty etc.	Not applicable
c.	Quantum of claims, if any.	5,10,00,000/- plus 18% Interest per annum as claimed by the company, which is being disputed
Regularly till the litigation is concluded or dispute is resolved:		
a.	The details of any change in the status and / or any development in relation to such proceedings.	Name of the Parties: Janodhar Shikshan Prasarak Mandal & Others v/s M/s. Tree House Education & Accessories Ltd. Janodhar Shikshan Prasarak Mandal & Others filed an appeal in the Honorable Bombay High Court and both the parties have amicably resolved all their disputes arising out of and in relation to the Arbitral Award dated January 11, 2021 on the basis of consent terms signed between the parties vide order dated November 25, 2025 received by the company on November 26, 2025
b.	In the case of litigation	Not applicable

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	against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings.	
c.	In the event of settlement of the proceedings, details of such settlement including terms of the settlement, compensation/ penalty paid (if any) and impact of such settlement on the financial position of the listed entity.	The dispute between the parties have been amicably settled as per the terms of settlement as mentioned in the consent terms dated November 25, 2025 i.e. the respondent (M/s. Tree House Education & Accessories Ltd.) shall receive an amount of Rs. 3,00,00,000/- towards full and final settlement. The manner for discharge of proceedings shall be as per the consent terms dated November 25, 2025. Due to the settlement an outstanding amount in the form of refundable deposit of Rs. 3,00,00,000/- is recovered and there is no impact on the profit/loss of the company.



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION NO.524 OF 2021

Janodhar Shikshan Prasarak

Mandal & Ors.

... Petitioners

v/s.

Tree House Education &
Accessories Ltd.

... Respondent

Mr. Rushabh Thacker for the Petitioner.

Mr. Rasesh Shah a/w. Adv. Dhavall Gandhi i/by Adv. Tushar
Garodia for the Respondent.

CORAM : KAMAL KHATA, J.

DATED : 25TH NOVEMBER 2025.

P.C. :

1. Learned Advocates for the parties submit that the disputes between them have been amicably settled and tender the duly executed Consent Terms.

2. The parties to the Consent Terms, who are present in Court, have been identified by the Court Associate and have confirmed their signatures on the Consent Terms. The Advocates for the respective parties have also appended their signatures alongside those of their clients, confirming execution thereof.

3. The parties present confirm before the Court that the Consent Terms have been executed voluntarily, of their own free will, and without any coercion or undue influence.
4. The Consent Terms tendered are accepted and marked "X" for identification with today's date.
5. Upon perusal, the Consent Terms are found to be in order, not contrary to law, and reflective of the true intentions of the parties.
6. I am satisfied that the terms recorded in the Consent Terms constitute a valid settlement of the commercial disputes between the parties.
7. The representation, confirmations, and undertakings recorded in the Consent Terms are accepted as undertaking to this Court.
8. The Registry shall ensure that the hard copy of the signed Consent Terms is permanently retained on record and not sent for destruction in the ordinary course.
9. Commercial Arbitration Petition stands disposed of in terms of the Consent Terms.
10. Registry shall permit the Respondent to withdraw the sum of Rs.90,00,000/- along with accrued interest thereon upon Application made by the Respondent.

11. The execution proceedings before the Hon'ble Civil Judge (Senior Division), Belapur Thane being Execution Application No.371 of 2023 is quashed and set aside in view of the filing of this Consent Terms.

12. In addition to the Registry informing the Parties to inform the Registry of the Court of Belapur, Thane about the disposal of the Execution Application in view of the filing of the Consent Terms.

(KAMAL KHATA, J.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.524 OF 2021

1. **JANODHAR SHIKSHAN**)

PRASARAK MANDAL)

A society registered under the)

societies Registration Act,)

1960 and Also a Public)

Charitable Trust registered)

Under the Bombay Public)

Trusts Act, 1950, Having its)

registered address at 1st Floor,)

N.V. Thakkar House Road)

No.22, Veer Savarkar Nagar,)

POJK, Gram Thane (W) – 400)

606.)

2. **SURESH V. THAKKAR**)

Of Mumbai Indian Inhabitant)

Having his address at 1st Floor,)

N.V. Thakkar House Road)

No.22, Veer Savarkar Nagar,)

POJK, Gram Thane (W) – 400)

606.)

3. **OM KHEMRAJ GAHLOT**)

Handwritten signature in blue ink.

Of Mumbai Indian Inhabitant)
Having his address at 1st Floor,)
N.V. Thakkar House Road)
No.22, Veer Savarkar Nagar,)
POJK, Gram Thane (W) – 400)
606.) ...PETITIONERS

VERSUS

M/S. TREE HOUSE)
EDUCATION &)
ACCESSORIES LTD.

A public Limited Company)
Incorporated Under the provisions)
of the Companies Act, 1956,)
having its registered address at 702)
C, Morya House, Off New Link)
Road, Andheri (W), Mumbai 400)
053.) ...RESPONDENT

CONSENT TERMS

1. The Petitioners and the Respondent have amicably resolved all their disputes arising out of and in relation to the Arbitral Award dated 11th January 2021 passed by the Learned Sole Arbitrator, Ms. Ayesha Damania, Advocate, and all proceedings arising therefrom,



including the present petition under Section 34 of the Arbitration and Conciliation Act, 1996.

2. The parties have agreed that the Respondent shall receive an amount of Rs. 3,00,00,000/- (Rupees Three Crores only) towards full and final settlement of all their respective claims, rights, dues, liabilities, and obligations under and arising from the said Arbitral Award and all connected proceedings from the Petitioners in the manner hereinafter provided:

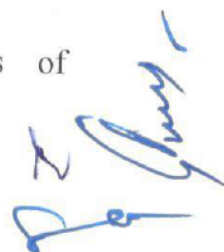
a. The Petitioners agree and confirm that the Respondent is at liberty to withdraw the sum of Rs.90,00,000/- (Rupees Ninety Lakhs Only) deposited by the Petitioners in this Hon'ble Court. The Petitioners give their consent and No objection to the said withdrawal. It is Ordered that the Prothonotary and Senior master do release the amount of Rs.90,00,000/- (Rupees Ninety Lakhs Only) alongwith interest if any accrued thereon in favor of the Respondent forthwith;

b. Petitioner No.3 has on or before execution hereof paid an amount of Rs.1,05,00,000/- (Rupees One



Crore and Five Lakhs Only) to the Respondent vide pay order no. 000976, dated 04th November drawn on HDFC Bank. The Respondent confirms the receipt of the pay-order;

- c. The Petitioner No.2 has on or before execution hereof paid an amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) to the Respondent vide a pay order no. 094916, dated, 10th November 2025 drawn on IDFC First Bank. The Respondent confirms the receipt of the pay-order;
- d. The Petitioner No.2 has on or before execution hereof paid a further amount of Rs.5,00,000/- (Rupees five Lakhs Only) to the Respondent vide a pay order no. 094920, dated 21st November 2025 drawn on IDFC First Bank. The Respondent confirms the receipt of the pay-order;
- e. The balance amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) shall be paid by Petitioner No.2 within a period of 10 months from the date of execution hereof by way of 2 equal installments of



Rs.25,00,000/- (Rupees Twenty-Five lakhs Only) each.

- i. The 1st instalment of Rs.25,00,000 (Rupees Twenty-Five lakhs Only) shall be payable on or before 25th April 2026; and
 - ii. The 2nd instalment of Rs.25,00,000 (Rupees Twenty-Five lakhs Only) shall be payable on or before 25th September 2026.
- f. Petitioner No.2 has handed over 2 post-dated cheques to the Respondent of the particulars as mentioned in clause (e) above. Petitioner No.2 undertakes that the same shall be honoured on being deposited to the bank for payment and shall not be bounced under any circumstances whatsoever.

3. On receipt of Rs.2,50,00,000/- (Rupees Two Crore and Fifty Lakhs Only), (given by way of one demand draft of Rs. 1,05,00,000/-, one demand draft of Rs. 50,00,000/-, one demand draft of Rs. 5,00,000/- and release of Rs. 90,00,000/- already deposited in the Hon'ble Court) and two post-dated cheques of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) each, from



Petitioner Nos.1 to 3, the claim of the Respondent against Petitioner Nos.1 to 3 shall stand fully satisfied (subject to what is provided hereinbelow to the extent of Rs.50,00,000/- against Petitioner No.2). The Respondent shall not be entitled to execute the Award or initiate any proceedings against Petitioner Nos. 1, 2 and 3. The claim against Petitioner Nos.1, 2 and 3 shall stand fully satisfied. The same would constitute the full and final discharge of the liability of Petitioner No.1 arising out of or in relation to the Memorandum of Understanding (MOU) dated 10th June 2010 and the Arbitral Award dated 11th January 2021.

4. In the event of default of Petitioner No.2 in honouring the 2 post-dated cheques, the Respondent shall be entitled to initiate proceedings against Petitioner No.2 in accordance with law for recovery of the amount of Rs.50,00,000/- along with interest at the rate of 9 % per annum from the date of dishonour of the cheque.

5. It is expressly agreed and clarified that notwithstanding the settlement with the Respondent, nothing contained in these Consent Terms shall be construed as limiting, restricting, or prejudicing the rights of the Petitioner No.1 and/or the Petitioners to recover the entirety or any part of the amount paid under this



settlement from the other trustees who were on the Board of the Trust at the time of entering into the Memorandum of Understanding (MOU) dated 10th June 2010 , including the amounts paid by the Individual trustees herein. It is clarified that the Respondent shall not be concerned with the same.

6. Both parties agree and undertake to forthwith withdraw and/or cause to be withdrawn all other litigations, complaints, or proceedings (civil or criminal) filed by either party against the other before any Court, Tribunal, or authority, which arise out of or relate to the subject matter of the said Arbitral Award or the MOU dated 10th June 2010.

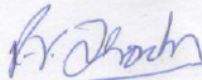
7. The Respondent further undertakes that, upon execution of the present terms, it shall withdraw the Execution Proceedings filed by it before the Hon'ble Civil Judge (Senior Division), Belapur, Thane, being Execution Application No. 371 of 2023.

8. Upon execution of the present terms, the above Section 34 Petition shall be treated as disposed of in terms of the consent terms. Both parties undertake to abide by these Consent Terms in

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized, cursive name, and the second signature is a more fluid, cursive name.

its true spirit. Both parties agree that the undertakings given herein shall be treated as undertakings given to this Hon'ble Court.

Dated this 25th day of November, 2025



Advocate for the Petitioners

JANODHAR SHIKSHAN PRASARAK MANDAL



President / Vice President / Secretary / Treasurer

Petitioner No.1



Petitioner No.2



Petitioner No.3



Advocate for the Respondent



Respondent



JANODHAR SHIKSHAN PRASARAK MANDAL

ADD - 2004, 20th floor G Square Business Park, opp Sanpada Railway Station Road, Sector 30, Vashi, Navi Mumbai, 400705
REG NO. MAH/2734/81

This resolution authorizes **Suresh Thakkar** and **Om Gahlot** to sign the consent terms and represent the Trust/Society in the High Court.

SUBJECT: Settlement of dispute with M/s. Tree House Education and Accessories Ltd. in Commercial Arbitration Petition No. 524 of 2021.

WHEREAS, Janodhar Shikshan Prasarak Mandal (hereinafter referred to as "The Trust") is the Petitioner in the matter of *Janodhar Shikshan Prasarak Mandal and others VS. M/s. Tree House Education and Accessories Ltd.*, being Commercial Arbitration Petition No. 524 of 2021, pending before the Hon'ble High Court of Judicature at Bombay.

WHEREAS, the proceedings arose out of the Arbitral Award dated 11th January 2021 passed by the Learned Sole Arbitrator, Ms. Ayesha Damania.

WHEREAS, the Trust and the Respondents have mutually agreed to amicably resolve all disputes and settle the matter for a total sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) as full and final settlement, in accordance with the terms and conditions negotiated between the parties.

NOW THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. APPROVAL OF SETTLEMENT

RESOLVED THAT the draft "Consent Terms" placed before the Board/Committee, settling the dispute with M/s. Tree House Education and Accessories Ltd. in Commercial Arbitration Petition No. 524 of 2021, be and are hereby approved and adopted.

2. AUTHORIZATION OF SIGNATORIES

RESOLVED FURTHER THAT Mr. **Suresh Thakkar** and Mr. **Om Gahlot** (hereinafter referred to as "Authorized Signatories") be and are hereby severally and/or jointly authorized to:

- Sign, execute, and deliver the Consent Terms on behalf of Janodhar Shikshan Prasarak Mandal.
- Sign and affirm any necessary Affidavits, Vakalatnamas, Applications, or other legal documents required to finalize this settlement.
- Appear and represent the Trust before the Hon'ble High Court of Judicature at Bombay and any other courts to tender the Consent Terms and obtain the necessary orders for the disposal of the petition.

3. EXECUTION OF PAYMENTS & OBLIGATIONS

Tree House Education & Accessories Ltd.

Shop No. 4, Aasha Co-operative Housing Society Ltd., 17th Road Khar West, Mumbai – 400 052.

Mobile No.: 7777051465 CIN : L80101MH2006PLC163028



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING NO. 2025-26/03 OF BOARD OF DIRECTORS OF TREE HOUSE EDUCATION & ACCESSORIES LIMITED HELD ON TUESDAY, NOVEMBER 11, 2025 AT 04:00 P.M AT ITS REGISTERED OFFICE AT SHOP NO.4 AASHA CO-OPERATIVE HOUSING SOCIETY LTD, 17TH ROAD KHAR (WEST), MUMBAI – 400052.

Approval for Settlement of Arbitration Matter with Janodhar Sikhshan Prasarak Mandal and Others

The Chairman informed the Board that there was an ongoing arbitration matter between the Company and Janodhar Sikhshan Prasarak Mandal and Others ("Respondents"), and the arbitral tribunal, vide its order dated January 11, 2021, passed an award in favour of the Company, directing the Respondents to pay compensation to the Company;

After discussions and negotiations between the parties, it has been mutually agreed to fully and finally settle the said matter for a total consideration of Rs. 3,00,00,000 (Rupees Three Crores only) payable by the Respondents to the Company;

After detailed deliberations and considering the terms of settlement, the Board found the proposal fair and reasonable and passed the following resolution:

"RESOLVED THAT the Board hereby takes note of the settlement of the arbitration matter with Janodhar Sikhshan Prasarak Mandal and Others for a total amount of Rs. 3,00,00,000 (Rupees Three Crores only), in full and final satisfaction of all claims and liabilities between the parties arising out of the said arbitration proceedings to be discharged in the following manner:

- a. **Demand Draft of Rs. 1,60,00,000 (Rupees One Crore Sixty Lakhs only)** to be paid upon signing of the consent terms;
- b. **Rs. 90,00,000 (Rupees Ninety Lakhs only)** deposited by the Respondent in the Honorable Bombay High Court will be released in favour of the company, as per the terms of settlement;
- c. **Two Post-Dated Cheques of Rs. 25,00,000 (Rupees Twenty-Five Lakhs only) each**, the first dated on or before 25th April, 2026 and the second dated on or before 25th September, 2026.

Tree House Education & Accessories Ltd.

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RESOLVED FURTHER THAT the Company do execute, sign, and deliver such settlement agreement(s), receipts, and other documents as may be necessary or required to give effect to the aforesaid settlement.

RESOLVED FURTHER THAT Mr. Rajesh Doulatram Bhatia, Managing Director and CEO of the company be and is hereby authorized to take all such steps, actions, and filings, and to do all such acts, deeds, and things as may be necessary or expedient to give effect to this resolution.

RESOLVED FURTHER THAT the said settlement amount, when received, be appropriately accounted for in the books of the Company under guidance of Mr. Navin Kumar Bhandaradamane, Chief Financial Officer of the Company."

For Tree House Education & Accessories Limited


Navin Kumar Bhandaradamane
Director
DIN: 01664259



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.524 OF
2021

JANODHAR SHIKSHAN
PRASARAK MANDAL
& ORS.

... PETITIONERS

VERSUS

M/S. TREE HOUSE
EDUCATION & ACCESSORIES
LTD.

...RESPONDENT

CONSENT TERMS

Dated this 25th day of November 2025

TUSHAR A. GORADIA

Advocates for the Respondent
12-14, Bell Building, Sir P.M. Road,
Next to Bombay Stores,
Fort, Mumbai – 400 001.