



SpiceJet Limited

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July 21, 2018

Department of Corporate Services,
BSE Limited,
Phiroz Jeejeebhoy Towers,
Dalal Street,
Mumbai- 400 001

Reference: Scrip Code: 500285 and Scrip ID: SPICEJET

Subject: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir,

This has reference to certain disputes under the arbitration proceedings between KAL Airways Private Limited and Mr. Kalanithi Maran, as “**Claimants**” and SpiceJet Limited and Mr. Ajay Singh, as “**Respondents**” and SpiceJet Limited as “**Counter Claimant**”.

Under the said matter, the erstwhile promoters have made various claims/damages against SpiceJet Limited and its present promoter (Mr. Ajay Singh), citing various purported breaches/non-compliances with the terms of the Share Sale & Purchase Agreement dated January 29, 2015 (“**SSPA**”). The Company and the current promoter have disputed and defended all such claims citing various grounds including non-performance by the erstwhile promoters themselves with the terms of the SSPA.

The arbitration proceedings were concluded in the month of April 2018 and the Arbitral Tribunal comprising of three (3) arbitrators, each being a retired Supreme Court Judge (the “**Tribunal**”) has on July 20, 2018 unanimously pronounced its final award, inter-alia, concluding as under:

1. Dispute related to issue of Warrants:

- (i) In so far as the matter of issuance of warrants was concerned, the Tribunal has held that there was no breach by the Company in pursuing the approval from relevant authority and since the same was not received for reasons not attributable to the Company, the Company cannot be held to be in breach or be made liable for damages. The Tribunal has however held that since the warrants/shares cannot be issued any longer the amount of about Rs.308 crore earlier received by the Company as advance towards subscription of warrants is to be refunded to Claimants along with interest of 12% p.a. for a period of 30 months.

Accordingly, no further warrants/shares are required to be issued by the Company to the Claimants.

- (ii) In view of the fact that the Tribunal did not find the Respondents to be in breach of any terms of the SSPA, the Tribunal held that the question of damages does not arise and accordingly rejected the Claimants’ claim of damages quantified at Rs.1,323 crore for non-issuance of warrants.



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2. Dispute related to change of ownership:

The Claimants also made an alternate claim of restitution on frustration of entire SSPA seeking transfer of ownership back to the Claimants. The same has also been rejected by the Tribunal.

3. Dispute related to issue of CRPS:

In so far as the matter of issuance of CRPS was concerned, the Tribunal has held that the Claimants were to bring in a sum of Rs.100 crore required for issuance of CRPS aggregating to Rs.370 Crore, and the same has not been deposited by them in the manner provided under the SSPA. The Tribunal has advised the Parties to explore the possibility of issuance of CRPS and in the event such efforts do not fortify in two (2) months' time, the Company is required to thereafter refund the amount of about Rs.270 crore (which is arrived at after adjusting the counter claim of Rs.100 crore which has been allowed).

The CRPS if issued will not carry any voting rights as contemplated under the SSPA.

4. Dispute related to counter claim of SpiceJet:

The Tribunal has also allowed the counter claim of Rs.29 crore in favour of SpiceJet Limited in addition to adjusting the amount of Rs.100 crore not brought in by the Claimants.

5. Dispute related to indemnity provisions under the SSPA:

The Tribunal has further concluded that there was no foundation on the claim made by the Claimants that the Company was in breach of its obligations under the SSPA to defend and hold the Claimants harmless from any penal action liability, and accordingly the same has also been rejected by the Tribunal.

The Company would like to clarify that the aggregate principal amount payable as above, including the amount of Rs.270 Crore towards CRPS (if and when the same becomes payable) has already been deposited by the Company with the Registrar General of Delhi High Court in September 2017.

We would also like to clarify that the Company and its Promoter are examining the Award of the Tribunal in detail and shall take such further action as may be deemed necessary and advisable and the information provided hereinabove is without prejudice to the rights and remedies the Company and its Promoter may have.

This is for your information and further dissemination to all stakeholders.

Thanking you,

Yours truly,
For SpiceJet Limited

Chandan Sand
Sr. VP (Legal) & Company Secretary