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

+ CS(COMM) 139/2018

CELEBI GROUND HANDLING

DELHI PRIVATE LIMITED & ORS

..... Plaintiffs

Through: Mr. Gaurav Duggal with Ms. Niti
Sudhakar, Advs.

versus

CHIRAG CHAWLA

..... Defendant

Through: Mr. Vikas Tomar, Adv.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

% **02.08.2018**

I.A. 10196/2018

Present application has been filed under Section 16 of the Court Fees Act, 1870 for refund of the Court-fees. Along with the present application, the plaintiff has enclosed the Settlement Agreement dated 25th May 2018.

Both the learned counsel pray that the present suit be taken up for disposal today itself.

Consequently, with consent of parties, the matter is taken up for hearing and disposal.

It is pertinent to mention that the present suit has been filed for permanent injunction restraining infringement of copyright, passing off, unfair competition, rendition of accounts.

On 23rd May, 2018, the present suit was referred to the Delhi High Court Mediation and Conciliation Centre.

Mediation in the present case has been successful through the efforts of Mr. Pavan Narang, Advocate-Mediator.

A Settlement Agreement has been executed between the parties on 25th May, 2018.

It is pertinent to mention that the Supreme Court in ***Afcons Infrastructure Ltd. Vs. Cherian Varkey Construction Co. (P) Ltd., (2010) 8 SCC 24*** while dealing with Section 89 of the CPC observed that the settlement agreement will have to be placed before the Court for recording it and in disposing of the suit in its terms, the Court should apply the principle of Order 23 Rule 3 of the CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

This Court is satisfied that the compromise between the parties contained in the aforesaid Settlement Agreement satisfies the requirements of Order 23 Rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the present suit in terms of the aforesaid Settlement Agreement.

Consequently, present suit is decreed in terms of the aforesaid Settlement Agreement dated 25th May, 2018 executed between the parties, a copy of which is marked as Ex.C-1. Registry is directed to prepare a decree sheet in terms thereof.

Registry of this Court is also directed to issue to an authorised representative of the plaintiff No.1-Celebi Airport Services India Pvt.

Ltd. a certificate authorizing him/her to receive back from the Collector half the amount of the Court fee paid by them in the present suit.

With the aforesaid observations, present suit and all pending applications stand disposed of.

The next date of hearing is cancelled.

MANMOHAN, J

AUGUST 02, 2018

j