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

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Date of decision: 23.11.2021

+ CS(COMM) 169/2020 & I.As.4409/2020 & 5087/2020

DS CONFECTIONERY PRODUCTS LIMITED Plaintiff

Through

versus

MAHADEV CONFECTIONERY & ORS Defendants

Through Mr.Amit Jain, Adv.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The present suit has been filed by the plaintiff seeking permanent injunction restraining the defendants from infringement of trade mark, copyright, trade dress, layout, colour combination, get up, passing off, unfair trade practice, rendition of accounts of profit, delivery up, damages, etc.
2. Vide order dated 06.10.2020, the matter was referred to Delhi High Court Mediation and Conciliation Centre (SAMADHAN) for making an effort to amicably resolve their disputes.
3. This court is informed that the parties have mutually settled their disputes and the terms of the settlement have been incorporated in

Settlement Agreement dated 22.11.2021, which is duly signed by both the sides/parties. The aforesaid Settlement Agreement dated 22.11.2021 has come on record.

4. Learned counsel for the plaintiff submits the terms of settlement are incorporated in the aforesaid Settlement Agreement dated 22.11.2021 and the present suit be decreed in terms thereof.

5. Learned counsel appearing on behalf of defendants submit that the defendants undertake to abide by the terms of aforesaid Settlement Agreement dated 22.11.2021.

6. This Court has gone through the contents of the mediated Settlement Agreement dated 22.11.2021 and find it to be valid and lawful.

7. Accordingly, the present suit is decreed in terms of Settlement agreement dated 22.11.2021, which shall form part of decree. Decree sheet be accordingly drawn.

8. Needless to say, parties shall remain bound by the terms of the Settlement Agreement dated 22.11.2021.

9. At this stage, learned counsel for the plaintiff prays for refund of entire court fee.

10. On the aspect of refund of court fees, relying upon decision of

Hon'ble Supreme Court in *Afcons Infrastructure Limited v. Cherian Varkey Construction Company Private Limited: (2010) 8 SCC 24*, a Division Bench of this Court in *Nutan Batra Vs. M/s. Buniyaad Associates: 2018 SCC OnLine Del 12916* had allowed an appeal against the order of refusal of refund of entire court fee in a suit. Further, a Coordinate Bench of this Court in *Munish Kalra Vs. Kiran Madan and Others: 2019 SCC OnLine Del 8021* taking into account the fact that the dispute stands amicably settled between the parties, had relied upon decisions in *Afcons Infrastructure Limited (Supra)* and *Nutan Batra (Supra)* and directed refund of the entire court fees.

11. In view of aforesaid decisions, this Court finds that the plaintiff is entitled to refund of entire court fees. Registry is directed to issue necessary certificate/ authorization in favour of the plaintiff to seek refund before the appropriate authorities.

12. In view of above, present suit and pending application are accordingly disposed of.

(SURESH KUMAR KAIT)
JUDGE

AUGUST 31, 2021
ab/r