

\$~3 (2020)

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

% ***Date of decision: 22.12.2021***

+ **CS(COMM) 408/2020 & I.A. 8803/2020**

TATA SONS PRIVATE LIMITED Plaintiff

Through **Mr. Pravin Anand and Mr. Deepank
Singhal, Advs.**

versus

BHARAT BHUSHAN UDINIYA & ORS. Defendants

Through **Mr. Chirag Ahluwalia, 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 for infringement of trade mark and designs, passing off; unfair competition; damages and delivery up against the defendants.
2. Vide order dated 17.08.2021, the matter was referred to Delhi High Court Mediation and Conciliation Centre (SAMADHAN) for making an effort to amicably resolve the 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 07.12.2021, which is duly signed by both the sides/parties. The aforesaid Settlement Agreement dated 07.12.2021 has

come on record.

4. Learned counsel appearing on behalf of defendants submits that the defendants undertake to abide by the terms of aforesaid Settlement Agreement dated 07.12.2021.

5. Learned counsel for the plaintiff submits the terms of settlement are incorporated in the aforesaid Settlement Agreement dated 07.12.2021 and the present suit be disposed of in terms thereof.

6. Accordingly, the present suit is disposed of in terms of Settlement Agreement dated 07.12.2021. Needless to say, parties shall remain bound by the terms thereof.

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

8. A Division Bench of this Court in ***Nutan Batra Vs. M/s. Buniyaad Associates: 2018 SCC OnLine Del 12916***, while relying upon decision of Hon'ble Supreme Court in ***Afcons Infrastructure Limited v. Cherian Varkey Construction Company Private Limited: (2010) 8 SCC 24***, 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.

9. 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.

10. In view of above, present suit and pending applications are accordingly disposed of.

(SURESH KUMAR KAIT)
JUDGE

DECEMBER 22, 2021

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