



\$~2 (2020)

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

% ***Date of decision: 07.02.2022***

+ CS(COMM) 439/2020 & I.A. 9218/2020

GIANI S FOODS PRIVATE LIMITED Plaintiff

Through Mr. Aayushmaan Gauba and Ms.
Gunjan Chhabra Advs.

versus

MR. KESHAV AGGARWAL, TRADING AS M/S. KESHAV
FOODS & ANR. Defendants

Through Mr. Suyash Gupta, Adv.

CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

The hearing has been conducted through video conferencing.

1. The captioned suit has been filed by the plaintiff seeking permanent injunction restraining infringement of trademarks, trade dress and passing off, etc. against the defendants.
2. Vide order dated 19.03.2021, the matter was referred to Delhi High Court Mediation and Conciliation Centre for making an effort to amicably resolve their disputes.
3. Today, learned counsel for parties jointly submitted that plaintiff and defendants have amicably settled their disputes before the Delhi High Court



Mediation and Conciliation Centre vide Settlement Agreement dated 22.10.2021.

4. Learned counsel for the plaintiff submits that in terms of aforesaid settlement, the present suit be decreed against defendants.

5. Learned counsel appearing on behalf of defendant submits that the defendant undertakes to abide by the terms of aforesaid Settlement Agreement dated 22.10.2021.

6. Accordingly, the present suit is disposed of in terms of Settlement Agreement dated 22.10.2021.

7. Needless to say, parties shall be bound by the terms of aforesaid Settlement Agreement.

8. At this stage, learned counsel for plaintiff prays for refund of entire Court fee.

9. 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.

10. 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.

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

FEBRUARY 7, 2022/rk **SURESH KUMAR KAIT, J**