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

+ **CS(OS) 38/2024**

SANDEEP MAHESHWARI & ANR.Plaintiffs

Through: **Ms. Mumtaz Bhalla and Ms. Simran
Kaur, Advs.**

Versus

VIVEK BINDRA & ORS.Defendants

Through: **Mr. Aditya Vardhan Sharma and Ms.
Sanjana Srivastava, Advs. for D-1 &
D-2.**

**CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER
05.08.2024**

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**I.A. 35388/2024 (by plaintiffs under Order XXIII Rule 3 read with
Section 151 CPC seeking compromise/withdrawal of the suit)**

1. The present application has been filed by the plaintiffs for passing a compromise decree, in terms of the Settlement Agreement dated 01.07.2024, executed between the plaintiffs and the defendant nos. 1 and 2.
2. The present suit was filed by the plaintiffs seeking the following relief:-

“a) Pass a decree of payment of damages to the tune of INR 10,00,00,000/(Indian Rupees 10 crores only jointly and severally by the Defendants along with pendente lite and future interest @ 18% per annum for tarnishing the reputation of the Plaintiffs and causing loss of opportunity as stated in the Suit;



b). Pass a decree of permanent injunction against the Defendants restraining the Defendants, their representative, employees, agents, assigns or any other person acting on their behalf or at their behest from making, publishing, publishing or dissemination uploading in any manner on any portal, any content much less any false, disparaging and defamatory imputations against the Plaintiffs; and

c). Pass a decree of mandatory injunction directing the Defendants to remove/take down and/or expunge the Impugned Videos more specifically the videos dated 18.12.2023 uploaded by Defendant No. 1 for and on behalf of Defendant No. 1 & 2, and videos dated 17.12.2023, 18.12.2023, 21.12.2023, 23.12.2023 and 25.12.2023 uploaded by Defendant No. 3 for an on behalf of Defendant No. 1 & 2, along with Community Post dated 14.12.2023 uploaded by Defendant No. 1 for and on behalf of Defendant No. 1 & 2 and any other offending/false messages concerning the Plaintiffs from all electronic/online mediums including You-Tube; and

d) Pass a decree of permanent injunction restraining the Defendants, their representatives, employees, agents, assigns or any other person acting on their behalf or at their behest from publishing or permitting publication of any story against/concerning the Plaintiffs, in any manner, either through electronic medium or print without verifying the correctness of facts from the Plaintiff; and

e) Pass a decree of mandatory injunction restraining the Defendants from disseminating the Impugned Videos more specifically the videos dated 18.12.2023 uploaded by Defendant No. 1 for and on behalf of Defendant No. 1 & 2, and videos dated 17.12.2023, 18.12.2023, 21.12.2023, 23.12.2023 and 25.12.2023 uploaded by Defendant No.3 for an on behalf of Defendant No. 1 & 2,;

f) Pass a decree of declaration that the contents of the Impugned Videos more specifically the videos dated 18.12.2023 uploaded by Defendant No.1 for an on behalf of the Defendant No.1 & 2, and videos dated 17.12.2023, 18.12.2023, 21.12.2023, 23.12.2023 and



25.12.2023 uploaded by Defendant No.3 for an on behalf of Defendant No. 1 & 2, qua the Plaintiffs are false and defamatory; and

g) Direct the Defendants to individually publish an unconditional apology for the malicious, fallacious, and scandalous publications on their website for a minimum period of 6 months on home page of the website in bold font; and

h) Direct the Defendants to publish an unconditional apology for the malicious, fallacious, and scandalous publications in five leading business and national newspapers on 3rd page in India; and

i) Pass a decree of declaration in favor of the Plaintiffs that the contents of the Impugned Videos more specifically the videos dated 18.12.2023 uploaded by Defendant No. 1 for and on behalf of Defendant No. 1 & 2, and videos dated 17.12.2023, 18.12.2023, 21.12.2023, 23.12.2023 and 25.12.2023 uploaded by Defendant No. 3 for an on behalf of Defendant No. 1 & 2, and community post dated 14.12.2023 uploaded by Defendant No. 1 for and on behalf of Defendant No. 1 & 2 are false and misleading and that the contents of video dated 11.12.2023 uploaded by the Plaintiff No. 1 are true and correct; and

J) Pass a decree awarding cost of the proceeding to the Plaintiffs; and”..

3. During the pendency of the proceedings, the parties have arrived at a settlement, terms whereof have been reduced in writing in the form of a Settlement Agreement dated 01.07.2024. The terms of the Settlement Agreement have been spelled out in Para 1 along with the Schedules (I), (II) and (III) to the Agreement.

4. It has been agreed between the parties that the plaintiffs shall take down all the videos and community posts published by the plaintiffs, as



enumerated in Scheduled (I) of the Settlement. Similarly, the defendant nos. 1 and 2 have also agreed to remove all the youtube videos and community posts as enumerated in the Scheduled (II) of the Settlement. Further, the parties have also agreed to withdraw their respective cases filed by them against each other.

5. It is jointly submitted by the learned counsel for the parties that all the cases mentioned in Scheduled (III) except the present suit which is mentioned at Serial No.5 of the Schedule (III), have already been withdrawn by the respective parties.

6. The Authorized Representative of plaintiff nos. 1 and 2 namely, Mr. Deepak Verma, is present in Court. He also affirms the factum of Settlement that has been arrived at between the plaintiffs and the defendant nos. 1 and 2. Similarly, the Authorized Representatives of defendant nos. 1 and 2, namely Mr. Tushar Gupta who has joined through VC, also affirms the factum of settlement. The settlement is also signed by the plaintiff, as well as, by the defendants.

7. The learned counsel for the plaintiffs submits that the defendant no.3 is the channel partner of the defendant nos. 1 and 2 and the plaintiff is withdrawing its suit against defendant no.3.

8. I have perused the settlement and I am satisfied that the settlement arrived at between the parties is lawful and there is no impediment in allowing the present application.

9. Accordingly, the application is allowed and the suit between the plaintiffs and the defendant nos. 1 and 2 is disposed of, in terms of the Settlement Agreement dated 01.07.2019, which will form part of the decree.



10. In so far as the defendant no.3 is concerned, the suit is dismissed as withdrawn.

11. The learned counsel for the plaintiffs submits that since the parties have arrived at a settlement, though without intervention of any ADR mechanism, still the plaintiff is entitled to the refund of Court Fees.

12. To be noted that this issue has already been referred to the Division Bench by a Co-ordinate Bench of this Court in ***V Guard Industries Ltd. Vs. MS Mahavir Home Appliances And Anr. & Anr.*** in CS (COMM) 98/2023.

The relevant paragraphs of the said decisions reads thus:-

19. Accordingly, I respectfully refer, to the Division Bench, for decision, the question of whether, if plaintiff and the defendant settle the dispute between themselves privately, without intervention of any ADR mechanism, the plaintiff would be entitled to complete refund of court fees or would be entitled only to refund of half the court fees paid.

20. In my respectful opinion, the issue may have to be considered and decided in the light of Sections 16 and Section 16A of the Court Fees Act and taking into consideration the judgment of the Supreme Court in M.C. Subramaniam and of the Division Benches of this Court in Nutan Batra and Ajay Mahajan.

21. Let the papers be placed before Hon'ble the Acting Chief Justice for reference of the above question to the Division Bench for adjudication.

13. Having regard to the provisions of Section 16A of the Court Fee Act, 1870, as inserted by notification dated 11.02.2011 by way of state amendment, the Registry is directed to issue a certificate to the plaintiff for refund of half the amount of the total Court Fee paid.



14. However, the plaintiff is at liberty to file an application seeking refund of the remaining Court Fees if the Division Bench favourably decides the issue for refund of full Court Fee in respect of the cases in which settlement is arrived at without intervention of any ADR mechanism.

15. The application stands disposed of.

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16. In view of the order passed in I.A. 35388/2024 seeking withdrawal of the present suit.

17. The suit stands disposed of.

18. The date already fixed i.e. 19.09.2024 stands cancelled.

VIKAS MAHAJAN, J

AUGUST 5, 2024/dss