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

+ **CS(COMM) 176/2024 & I.A. 4611/2024**

BURBERRY LIMITEDPlaintiff

Through: Mr Mankaran Singh, Advocate.

versus

PP CONSUMER PRIVATE LIMITED & ORS.Defendants

Through: Ms Archana S. and Mr Maaz Ali
Khan, Advocates.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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21.10.2024

1. Learned counsel for the parties submit that the parties have settled the dispute in mediation proceedings before the Delhi High Court Mediation and Conciliation Centre (Mediation Centre).
2. The Settlement Agreement dated 4th September, 2024 (*hereinafter* "Settlement Agreement") has been placed on record which bears the signatures of the authorised representative of the plaintiff as well as defendants.
3. I have gone through the terms of settlement and do not find the same to be unlawful.
4. The parties shall remain bound by the terms and conditions of the Settlement Agreement.
5. In terms of the Settlement Agreement, the parties have agreed that the suit be decreed in terms of the Prayer at Para 72(a) of the plaint.
6. Accordingly, with the consent of the parties, the suit is decreed in



terms of the Settlement Agreement.

7. Counsel for the parties submit that the monetary compensation in terms of Clause 9(g) of the Settlement Agreement has already been paid. It is further submitted that the aforesaid clause of the Settlement Agreement be kept confidential and shall not form part of the decree.

7.1 Accordingly, the Registry shall redact Clause 9(g) of the Settlement Agreement before making the Settlement Agreement a part of the decree.

8. The suit is decreed in the aforesaid terms.

9. In view of the fact that the matter has been settled in mediation proceedings, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the plaintiff, in terms of Section 16 of the Court-Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908 (in short "CPC").

AMIT BANSAL, J

OCTOBER 21, 2024

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