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

+ **CS(OS) 556/2023 & I.A.17353/2023**

Y AXIS SOLUTIONS PVT LTD

..... Plaintiff

Through: Mr Attin Shankar Rastogi, Mr Shiv
Kant Arora, Mr Rajesh Ranjan, Mr
Aman Kapoor & Mr Adil Vasudeva,
Advs. (M: 9811778900)

versus

MR SATYAKI DAS & ORS.

..... Defendants

Through: Ms. Mehaak Jaggi & Mr. Aditya
Vardhan Sharma, Advs. for D-1. (M:
9811250312)
Mr. Sauhard Alung, Adv. for D-3.
(M: 9425341404)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **19.02.2024**

1. This hearing has been done through hybrid mode.
2. The present suit has been filed by the Plaintiff-Y Axis Solutions Pvt. Ltd. *inter alia* seeking directions to the contesting Defendants-Satyaki Das, Sharnik Majumder to take down, remove etc. allegedly defamatory content from YouTube.
3. The Plaintiff, a leading global immigration consultancy is aggrieved by a defamatory video uploaded by Satyaki Das, who is a blogger based in Germany. According to the Plaintiff, Mr. Das uploaded a video in January 2023, which the Plaintiff contends is baseless and defamatory. The said video involves an interview with Sharnik Majumder, a former client who utilized the Plaintiff's services for university applications in Germany but



later expressed grievances.

4. Mr. Satyaki Das has already given an undertaking by way of an affidavit dated 22nd November, 2023, undertaking not to put in future on any social media platforms any defamatory video in respect of Y Axis Solutions Pvt. Ltd.

5. The disputes in this matter in relation to Defendant No. 2- Sharnik Majumder are stated to have been resolved between the parties under the aegis of the Delhi High Court Mediation and Conciliation Centre. The terms of settlement agreement dated 29th January, 2024 are extracted herein below:

“1. That Second Party has agreed that he shall not give any interview/express his feedback on services provided by First party which are defamatory, derogatory or disparaging on Youtube or the print or electronic media either on online or on offline platforms against the First Party in respect of its businesses.

2 That in view of the above undertaking given by the Second Party, First party shall reimburse full and final settlement amount of Rupees 50,375/- (Rupees Fifty Thousand Three hundred Seventy Five Only) as refund of fees for services availed by Second Party. The said amount shall be refunded by bank transfer/NEFT/RTGS into the bank account of the Second Party, within two weeks from signing of the Settlement, details as under:

*Sharnik Majumder,
State Bank of India, Golf Green Branch Kolkata,
Account No. 38510084582
IFSC Code: SBIN0016635*

3. That after the receipt of aforesaid amount the Second party shall not have any other claim and shall



not raise any other claim towards the services availed by him from First Party.

4 That the parties to the present Agreement undertake to be bound by the terms of the present Agreement and to give full effect to the terms thereof. The parties hereby give a solemn undertaking that they shall strictly abide by and comply with the terms of the present Agreement.

5 In case the Second Party breaches any term of the present agreement he shall be liable to refund the amount of Rs.50,375/- (Rupees Fifty Thousand Three hundred Seventy Five Only) along with 12% interest per annum.

6. The parties undertake that they have not and shall not initiate any proceedings before any court, tribunal, authority, and/or police against each other in view of the present settlement. That the parties agree and undertake that there is no collusion between the parties.

7. That in view of the present settlement, the First Party (Plaintiff) confirms and declares that it does not wish to seek any claim or relief against M/s Google LLC, D/B/A YouTube (Defendant No.3). It is also noted that Defendant No. 4 in the suit already stands deleted from the array of Parties vide order dated 04.10.2023.

8. In case either of the parties fails to comply with the terms of the present agreement, the Parties, without prejudice to the term as agreed herein above, shall be entitled to initiate necessary Legal Proceedings and take appropriate legal recourse for enforcement of the present agreement, including but not limited to initiating proceedings for contempt.



9 That parties have agreed on each and every term recorded in the present agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also consequences of the breach thereof, including payment of the fine/penalty.

10. The Hon'ble Court may consider refund of Court Fees under Section 16 of the Court Fees Act, 1870 in terms of the present Settlement Agreement.

11. That the parties agree and undertake that the present settlement has been entered into out of their own free will, volition and consent and without there being any force, fraud, coercion or undue influence on each other at the time of entering into the present settlement or at the time of execution of the present Agreement

12. By signing this Settlement Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably and finally settled by the Parties hereto through the process of Mediation which shall not be reopened in future.

13. The Parties also agree and undertake to present themselves before the Hon'ble Court physically or through Video Conferencing, as the case may be, for giving their undertaking to the Hon'ble Court to abide to the terms agreed herein, in terms of the present Settlement Agreement.”

6. A sum of Rs.50,375/- has been paid by the Plaintiff to Defendant No.2. The Court has perused the terms of settlement agreement dated 29th January, 2024. The same are lawful and there is no impediment in recording



the same. The settlement agreement has been signed by the parties, Id. Counsel for the parties, as also the Id. Mediator. All persons acting for and on behalf of the parties shall be bound by the terms of the settlement agreement dated 29th January, 2024.

7. Considering the fact that the suit was at the initial stage, full court fee is directed to be refunded to the Plaintiff in terms of the judgment of the Id. Division Bench in *Nutan Batra v. Buniyaad Builders [(2018) 255 DLT 696]*.

8. In relation to Defendant No1- Satyaki Das, the suit is decreed in terms of the undertaking dated 22nd November, 2023. *Qua* Defendant No.3 the Plaintiff withdraws the present suit. In respect of all the other Defendants, the suit is decreed in terms of the settlement agreement dated 29th January, 2024.

9. All pending applications are also disposed of. The suit is disposed of in the above terms. Let the decree sheet be drawn up.

PRATHIBA M. SINGH, J.

FEBRUARY 19, 2024/dk/dn