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

+ **CS(COMM) 53/2025**

HILTON WORLDWIDE MANAGE LIMITED AND ANR

.....Plaintiffs

Through: Mr. Jayant Kumar, Ms. Ruchi Singh,
Advocates

versus

M/S HOTEL HILTON

.....Defendant

Through: Mr. Anne Mathew, Mr. Jai Govind,
Advocates

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 22.08.2025

1. The present suit has been filed by the Plaintiffs for permanent injunction restraining infringement of its trademark, passing off, dilution, damages, etc. against the Defendant as he was operating its restaurant in Kollam, Kerala, under the Plaintiff's trademark i.e., 'HILTON'.
2. This Court *vide* order dated 25.04.2025 recorded the submissions of both the parties that they were willing to be referred to mediation for a formal settlement. The Court on the basis of the said submissions directed the parties to mediation. The mediation has resulted in successful settlement of disputes.
3. Settlement Agreement dated 25.07.2025 executed between the parties has been received from the Registry and is placed on record.
4. Learned counsel for the Plaintiffs and the Defendant states that the suit may be disposed of in terms of the Settlement Agreement dated



25.07.2025

5. It is stated that in view of the settlement agreement dated 25.07.2025, Plaintiff is giving up all its other reliefs including relief of costs as sought for in the plaint. And, defendant has agreed to pay a nominal sum of Rs. 10,000/- as damages which already stands paid over.

6. Further, the Defendant has agreed to change the name of its hotel and the new name is mentioned at clause '4' of the said agreement.

7. Learned counsel for the Plaintiffs and Defendant state that they are bound by the terms of the Settlement Agreement dated 25.07.2025.

8. This Court has heard the learned counsel for the Plaintiffs and the Defendant and perused the Settlement Agreement dated 25.07.2025.

9. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with the Section 89 of the Code of Civil Procedure, 1908 ('CPC') has observed that a settlement agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

10. The Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 25.07.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

11. The compromise contained in the aforesaid Settlement Agreement dated 25.07.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid



Settlement Agreement dated 25.07.2025.

12. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.

13. Consequently, the captioned Suit be decreed in terms of Settlement Agreement dated 25.07.2025 and the prayer clause paragraph '63 (i)' to '(iii)' of the plaint. The remaining prayers are not pressed and accordingly, dismissed as withdrawn.

14. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the Settlement Agreement dated 25.07.2025 shall form part of the said decree.

15. Pending applications, if any, stands disposed of.

16. Interim injunction passed *vide* order dated 25.04.2025 shall stand merged with the final decree.

Refund of Court fee

17. Learned counsel for the Plaintiffs prays that court fee may be refunded.

18. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiff No. 2 within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors²**.

19. Future dates, if any, stand cancelled.

20. The digitally signed copy of this order, duly uploaded on the official

¹ (2010) 8 SCC 24.

² (2021) 3SCC 560.



website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J
AUGUST 22, 2025/mt