



\$~23

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

+ **CS(COMM) 87/2025, I.A. 2626/2025-Stay**

WINZO GAMES PRIVATE LIMITED

.....Plaintiff

Through: Mr. Shivansh Tiwari and Ms.
Geetanjali Visvanathan, Advs.

versus

FABZEN TECHNOLOGIES PRIVATE LIMITED & ORS.

.....Defendants

Through: Mr. Varun Khanna, Adv. for D-1
and D-2.

Mr. Mrinal Ojha, Mr. Debarshi
Dutta, Ms. Nikita Rathi & Mr. Arjun
Mookerjee, Advs. for D-3.

Ms. Nidhi Raman, CGSC with
Mr. Arnav Mittal and Mr. Debasish
Mishra, Advs. for D-6 & D-7.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

%

06.05.2025

1. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendant nos.1 and 2, submits that he does not wish to press for the any reliefs sought in the other applications and prays that the present suit be decreed against the said the defendant nos.1 and 2 in terms of the Settlement Agreement dated 15.04.2025.

2. Learned counsel for the plaintiff further submits that in view thereof the plaintiff does not wish to press for the reliefs against the remaining defendant nos.3 to 7, who, in any event, have complied with the earlier directions passed by this Court.

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 09/05/2025 at 14:25:42



3. Learned counsel for the plaintiff then prays that since the disputes between the parties have been settled amicably in terms of the Settlement Agreement dated 15.04.2025, hence the court fees paid by the plaintiff be refunded in terms of Section 16 of The Court Fees Act, 1870.
4. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.
5. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.
6. The plaintiff and the defendant nos.1 and 2 shall remain bound by the terms of settlement agreement dated 15.04.2025.
7. Registry is directed to draw up Decree sheet accordingly.
8. Needless to mention, the aforesaid terms of the settlement agreement dated 15.04.2025, shall form a part of the decree sheet.
9. Accordingly, in view of the above, the present suit, alongwith the pending applications stands disposed of.
10. The date already fixed i.e. 27.05.2025 stands cancelled.

SAURABH BANERJEE, J.

MAY 6, 2025/R