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

+ **CS(COMM) 92/2025, I.A. 2833/2025-Stay**

HERO INVESTCORP PVT. LTD. & ANR.

.....Plaintiffs

Through: Mr. Kunal Khanna, Mr. Madhav Anand, Mr. Krtin Bhasin, Mr. Yashveer Singh and Mr. Udit Sharma, Advocates

versus

NAMIT AUTOMOBILE

.....Defendant

Through: Mr. Namit Agarwal, defendant in person through VC

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

10.07.2025

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1. At the outset, learned counsels for the plaintiffs and the defendant submit that the disputes *inter se* the plaintiffs and the defendant in the present *lis* have been settled, and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 01.07.2025, which is forming a part of record. As such, learned counsels for the plaintiffs and the defendant pray for passing a Consent Decree under *Order XXIII rule 3* of the Code of Civil Procedure, 1908 in terms thereof.

2. At this stage, learned counsel for the plaintiffs also submits that, in view of the aforesaid Settlement Agreement dated 01.07.2025 *inter se* the plaintiffs and the defendant, the plaintiffs do not wish to press for any other relief(s) *qua* the defendant.

3. Learned counsels of the plaintiffs and the defendant confirm the terms of the Settlement Agreement dated 01.07.2025 and identify the



signatures of their respective clients.

4. This Court has perused the terms of Settlement Agreement dated 01.07.2025 as recorded *inter se* the plaintiffs and the defendant and finds them to be lawful.

5. In light of the above, the present suit is decreed in terms of the settlement between the plaintiffs and the defendant as recorded in the Settlement Agreement dated 01.07.2025.

6. Needless to mention, the plaintiffs and the defendant shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 01.07.2025.

7. Learned counsel for the plaintiffs also prays that since the disputes between the plaintiffs and the defendant have been settled amicably, the Court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

8. This Court is of the view that since the disputes between the plaintiffs and the defendant have been amicably settled and in view of the oral prayer made by the learned counsel for the plaintiffs, refund of 75% of the Court fees paid by the plaintiff is justifiable.

9. Let a Certificate of refund of 75% of the Court fees paid by the plaintiffs be prepared by the Registry and handed over to the learned counsel for the plaintiffs.

10. At this stage, learned counsel for the plaintiffs, upon instructions from the plaintiffs, most fairly submits that 50% of the 75% refunded Court fees, shall be deposited with the Delhi High Court Bar Association Lawyers Social Security and Welfare Fund [A/C 155530100009730; IFSC UCBA0001553] within a period of *four weeks* from the date of



receipt thereof.

11. This Court appreciates the above gesture of contributing for a worthy cause shown by the learned counsel for plaintiffs.

12. Registry is directed to draw up the Decree Sheet.

13. Needless to mention, the Settlement Agreement dated 01.07.2025, shall form a part of the Decree Sheet.

14. Accordingly, in view of the above, the present suit, alongwith the pending application, stands disposed of.

SAURABH BANERJEE, J

JULY 10, 2025/So