



\$~41

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

+ CS(COMM) 179/2024, I.A. 4744/2024-Stay, I.A. 4749/2024-O 22
R 2, I.A. 6277/2024-For rejection of plaint, I.A. 29672/2024-O 1 R
10, I.A. 35422/2024-O 1 R 10, I.A. 3360/2025-O 1 R 10(2)

CAMPUS ACTIVEWEAR LIMITED

.....Plaintiff

Through: Mr. Zeeshan Hashmi, Ms. Mitali
Yadav, Mr. Ankit and Ms. Saurav
Sapra, Advs.

versus

JQR SPORTS(INDIA) PRIVATE LIMITED & ORS.Defendants

Through: Ms. Kangan Roda, Adv. for D-1 to
3.

Mr. Manas Raghuvanshi, Adv. for
D-4.

Mr. Shashwat Rakshit and Mr.
Raghu Vinayak Sinha, Advs. for D-
5 & 6.

Mr. Naman Joshi, Ms. Priya Goyal
and Mr. Akash Deep Singh, Advs.
for D-8.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

15.04.2025

%

1. At the outset, learned counsel for the plaintiff and the defendant nos.1 and 2 submit that the disputes *inter se* the plaintiff and the defendant nos.1 and 2 in the present *lis* have been settled, and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 25.03.2025, which is forming a part of record. As such, the learned counsel for the plaintiff and the defendant nos.1 and 2 pray



for passing a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 in terms thereof.

2. Learned counsel for the plaintiff and the defendant nos.1 and 2 further submit that the defendant no.3 no longer exists as a separate entity since it has been merged with the defendant no.1, and hence, the Settlement Agreement dated 25.03.2025 pertains only to the plaintiff and defendant nos.1 and 2.

3. At this stage, learned counsel for the plaintiff also submits that, in view of the Settlement Agreement dated 25.03.2025 *inter se* the plaintiff and the defendant nos.1 and 2, the plaintiff does not wish to press for any other relief *qua* any of the defendants.

4. Learned counsel of the plaintiff and the defendant nos.1 and 2 confirm the terms of the Settlement Agreement dated 25.03.2025 and identify the signatures of their respective clients.

5. This Court has perused the terms of Settlement Agreement dated 25.03.2025 as recorded *inter se* the plaintiff and the defendant nos.1 and 2 and finds them to be lawful.

6. In light of the above, the present suit is decreed in terms of the settlement between the plaintiff and the defendant nos.1 and 2 as recorded in the Settlement Agreement dated 25.03.2025.

7. Needless to mention, the plaintiff and the defendant nos.1 and 2 shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 25.03.2025.

8. Learned counsel for the plaintiff also prays that since the disputes between the plaintiff and the defendant nos.1 and 2 have been settled amicably, the court fees paid by the plaintiff be refunded in terms of



Section 16 of the Court Fees Act, 1870.

9. This Court is of the view that since the disputes between the plaintiff and the defendant nos.1 and 2 have been amicably settled and in view of the oral prayer made by the learned counsel for the plaintiff, refund of 50% of the Court fees paid by the plaintiff is justifiable.

10. Let a Certificate of refund of 50% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

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

12. Needless to mention, the Settlement Agreement dated 25.03.2025, shall form a part of the Decree Sheet.

13. Accordingly, in view of the above, the present suit, alongwith the pending applications, stands disposed of.

SAURABH BANERJEE, J

APRIL 15, 2025/bh