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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 251/2024 & I.A. 6730/2024, I.A. 8816-8817/2025**
EVEREADY INDUSTRIES INDIA LIMITEDPlaintiff

Through: Mr. Ankur Sangal, Ms. Sucheta Roy
and Ms. Nidhi Pathak, Advocates.

versus

KSC INDUSTRIES & ORS.Defendants

Through: Ms. Kripa Pandit and Mr.Christopher,
Advocates.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
04.04.2025

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I.A. 8817/2025 (O-XXIII Rule 3 of CPC)

1. In view of I.A. 8816/2025 having been filed by the plaintiff, counsel for the plaintiff does not wish to press the present application.
2. The application is, accordingly, dismissed, as not pressed.

I.A. 8816/2025 (O-XXIII Rule 3 of CPC)

3. This is a joint application filed on behalf of the parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 ('CPC') for the recording of the compromise arrived at between the parties.
4. The application has been duly signed by the authorised signatories of the parties.
5. The terms of settlement are given in paragraph 3 of the application.
6. I have gone through the application and do not find anything unlawful



therein.

7. In terms of the settlement, Rs. 1 lakh has been paid by the defendants to the plaintiff.

8. The parties shall remain bound by the terms and conditions of the settlement.

9. Accordingly, the application stands disposed of.

CS(COMM) 251/2024

10. In light of the order passed in I.A. 8816/2025 above, the present suit is decreed in terms of prayer clauses 59 (a), (b), (c) and (d) of the plaint. The aforesaid application shall form part of the decree.

11. Let the decree sheet be drawn up in the above terms.

12. All the pending application(s) stand disposed of.

13. In view of the fact that the matter has been settled at an initial stage, the Registry is directed to issue a certificate of refund of 50% of the Court Fees in favour of the plaintiff, in terms of Section 16A of the Court Fees Act, 1870.

AMIT BANSAL, J

APRIL 4, 2025

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