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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 152/2019 & I.As. 16387/2019, 10152/2020, 14629/2021,
1564/2022

CENTRAL PARK ESTATES PVT. LTD. & ORS.Plaintiffs
Through: Mr. Peeyoosh Kalra, Mr. Yashwant
Singh Baghel and Ms. Meghna Nair,
Advocates

versus

GODREJ SKYLINE DEVELOPERS PRIVATE LIMITED & ANR.
.....Defendants
Through: Mr. Shrawan Chopra, Mr. Vibhav
Mithal, Mr. Achyut Tewari, Ms.
Krisha Baweja and Mr. Kartikeya
Prakash, Advocates for D-1 & D-2

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
01.12.2025

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1. The present suit has been filed by the Plaintiffs seeking permanent injunction against infringement of Plaintiff No. 1's registered trademark

'CENTRAL PARK' /  and damages against the Defendant Nos. 1 and 2. The Plaintiffs are aggrieved by the Defendants using the

impugned marks being ,  and other similar marks, which are deceptively similar to the Plaintiffs' trademark.

2. The predecessor bench of this Court vide order dated 28.11.2023



referred the matter to Samadhan - Delhi High Court Mediation and Conciliation Centre [‘Mediation Centre’], with the consent of the parties. The mediation has resulted in successful settlement of disputes.

3. Learned counsels for the parties’ state that parties have arrived at settlement before the Mediation Centre and have executed the Settlement Agreement dated 17.11.2025.

4. Learned counsels for the parties’ state that the parties undertake to remain bound by the terms and conditions recorded in Settlement Agreement dated 17.11.2025 and pray that the suit be decreed in terms thereof.

5. This Court has heard the learned counsels for the parties.

6. Settlement Agreement dated 17.11.2025 executed between the parties has been received from the registry.

7. 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.

8. This Court has perused the terms and conditions of the Settlement Agreement 17.11.2025 entered between the parties and is satisfied that the same is lawful and satisfies the requirements of Order XXIII Rule 3 CPC. Therefore, this Court does not find any impediment in decreeing the

¹ (2010) 8 SCC 24



captioned suit in terms of the aforesaid Settlement Agreement. The said Settlement agreement is marked as **Exhibit C**.

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

10. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 17.11.2025 executed between the parties.

11. It is noted that the copy of the Settlement Agreement dated 17.11.2025 placed before this Court is in black and white; however, the parties have executed the agreement in colour. The parties are directed to place on record the coloured copy of the Settlement Agreement dated 17.11.2025 within one (1) week.

12. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the coloured copy of the Settlement Agreement dated 17.11.2025 shall form part of the said decree.

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

14. Future dates, if any, stands cancelled.

15. The digitally signed copy of this order, duly uploaded on the official 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
DECEMBER 1, 2025/rhc/MG