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

+ **CS(COMM) 88/2024**

FEVER LABS INC

.....Plaintiff

Through: Mr. Mukul Baveja, Ms. Apoorva
Murali and Ms. Anshika Chadha,
Advs.

versus

**FESTIVAL HOUSE IMMERSIVE EXHIBIT INDIA PRIVATE
LIMITED AND ANR.**

.....Defendants

Through: Appearance not given.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **08.04.2025**

I.A.9202/2025 (Order XXIII Rule 3 CPC)

1. *Vide* the present application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (CPC) the plaintiff is seeking passing of a consent decree based on the Settlement Agreement dated 30.01.2025, filed along with the present application.
2. The present application is duly supported by affidavits of the authorized representatives of the plaintiff.
3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in Settlement Agreement dated 30.01.2025.
4. This Court has perused the terms of Settlement Agreement dated 30.01.2025 as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.
5. In view thereof, the present application is allowed and disposed of.



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6. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendants, prays that since the dispute *inter se* them have been settled, he would not press for the other application and prays that the present suit be decreed in the terms of Settlement Agreement dated 30.01.2025.

7. Accordingly, the present suit is decreed in terms of the Settlement Agreement dated 30.01.2025, which shall form a part of the Decree Sheet.

8. Needless to mention that the plaintiff and the defendants shall remain bound by the terms of Settlement Agreement dated 30.01.2025.

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

10. 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.

11. 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.

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

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

SAURABH BANERJEE, J.

APRIL 8, 2025/R