



\$~33

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

+ **CS(COMM) 363/2025**

EXXON MOBIL CORPORATION

.....Plaintiff

Through: Mr. Rahul Chaudhry & Mr. Hitesh Malik, Advocates.

versus

ATUL GREENTECH PRIVATE LIMITED & ORS.Defendants

Through: Mr. P.C. Arya, Advocate for Defendant Nos.1 & 2.

Ms. Priya Goyal, Advocate for Defendant No.3.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **18.09.2025**

I.A. 23303/2025

1. This is an Application on behalf of Defendant Nos. 1 and 2 under Section 151 of the Code of Civil Procedure, 1908 requesting for disposing of the present Suit in terms of the Settlement Agreement dated 29.08.2025 arrived at between the Plaintiff and Defendant Nos. 1 and 2.

2. The learned Counsel for Defendant Nos. 1 and 2 submits that Defendant Nos. 1 and 2 shall comply with the settlement terms as agreed under the Settlement Agreement.

3. The learned Counsel for Defendant Nos. 1 and 2 also requests that as per the terms of the settlement agreed between the Parties, Defendant Nos. 1 and 2 shall remove all the stickers bearing the impugned marks from 47 Electric Vehicles ("EVs") that were sealed and seized by the learned Local



Commissioner appointed by this Court.

CS(COMM) 363/2025

4. In view of the Settlement Agreement arrived at between the Parties, the Suit is decreed in terms of the Settlement Agreement. Let the Decree Sheet be drawn up accordingly. The Plaintiff and Defendant Nos. 1 and 2 shall comply with the terms of the settlement.

5. It is directed that the 47 EVs shall be released to Defendant Nos. 1 and 2 in terms of the Settlement Agreement and that Defendant Nos. 1 and 2 shall remove all the stickers bearing the impugned marks from the said EVs in terms of the Settlement Agreement.

6. Defendant No. 3 has already filed an Affidavit of Compliance dated 01.05.2025, which is already on record. Defendant No. 3 shall comply with the undertaking as per the said Affidavit of Compliance.

7. The learned Counsel for the Plaintiff submits that no prayers are being pressed against Defendant No. 3. Accordingly, Defendant No. 3 is deleted from the array of the Parties.

8. In view of the fact that the matter has been settled at an early stage, the learned Counsel for the Plaintiff has prayed for refund of Court Fees.

9. The learned Counsel for the Plaintiff submits that the Plaintiff is a foreign entity and the refund may be issued in favour of the Counsel for the Plaintiff. The learned Counsel for the Plaintiff seeks time to file authorisation in the form of Power of Attorney / Authorisation for the same. Let the same be filed within a period of two weeks from date.

10. Upon filing of the authorization for refund of the Court Fees in the favour of the Plaintiff's Counsel, the Registry shall verify the same and issue the certificate of refund of the 100% Court Fees in the name of the



Plaintiff's Counsel, in terms of Section 16 of the Court Fees Act, 1870.

11. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

12. In view of the above, the Suit is disposed of. All pending Applications also stand disposed of.

13. The next date already fixed, i.e., 24.11.2025, stands cancelled.

TEJAS KARIA, J

SEPTEMBER 18, 2025/ 'A'