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

+ **CS(COMM) 340/2024 & I.A. 11129/2024, I.A. 39007/2024**

SHIVAM TRADERS

.....Plaintiff

Through: Mr. Ashutosh Upadhyaya, Advocate.

versus

**THANGALS JEWELLERY
PRIVATE LIMITED & ORS.**

.....Defendants

Through: Mr. Sarthak Rana, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

06.03.2025

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1. Counsel for the parties submit that the parties have settled the dispute in mediation proceedings before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').
2. The Settlement Agreement dated 21st February, 2025, (hereinafter "Settlement Agreement") which bears the digital signatures of the authorised representatives of the plaintiff and the defendants and their respective counsel, has been placed on record.
3. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
4. Parties shall remain bound by the terms of the Settlement Agreement.
5. A sum of Rs.1,00,000/- in terms of the Settlement Agreement has already been paid by the defendants to the plaintiff.
6. Accordingly, the suit is decreed in terms of the aforesaid settlement.



The Settlement Agreement shall form part of the decree.

7. In terms of clause (xii) of the Settlement Agreement, counsel for the defendants submits that the Trademark Application shall be withdrawn within two weeks from today.

7.1 The aforesaid statement is taken on record and the defendants shall be bound by the same.

8. Decree sheet be drawn up.

9. In view of the fact that the matter has been settled at the Mediation Centre, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the plaintiff, in terms of Section 16 of the Court Fees Act, 1870 *read with* Section 89 of the Code of Civil Procedure, 1908.

AMIT BANSAL, J

MARCH 6, 2025

Vivek/-