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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 427/2023, I.A. 11410/2023, I.A. 31414/2024, I.A. 45182/2024
FERRERO SPA & ORS.Plaintiffs

Through: Ms. Vaishnavi R. Mittal and Mr. Shivnag Sharma, Advs.

versus

KAMCO CHEW FOOD PRIVATE LIMITED
& ORS.Defendants

Through: Mr. Amit Jain and Ms. Ishita Suri, Advs. for D-1.
Mr. Abhishek Mohan, Adv. for D-2 & 3.
Mr. Prashant Diwan, Adv. for D-4 & 5.

CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER
14.05.2025

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1. At the outset, learned counsel for the plaintiffs and the defendant nos.1, 2 and 3 submit that the disputes *inter-se* the plaintiffs and the defendant nos.1, 2 and 3 in the present *lis* have been settled before Delhi High Court Mediation and Conciliation Centre, and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 29.04.2025, which is forming a part of record. As such, the learned counsel for the plaintiffs and the defendant nos.1, 2 and 3 pray that a consent decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 (**CPC**) be passed in terms thereof.
2. The learned counsel for the plaintiffs also submits that, in view of the Settlement Agreement dated 29.04.2025 *inter se* the plaintiffs and the

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defendant nos.1, 2 and 3, the plaintiffs do not wish to press for any other relief *qua* any of the (other) defendants.

3. Learned counsel of the plaintiffs and the defendant nos.1, 2 and 3 confirm the terms of the Settlement Agreement dated 29.04.2025 and identify the signatures of their respective clients.

4. This Court has perused the terms of Settlement Agreement dated 29.04.2025 as recorded *inter se* the plaintiffs and the defendant nos.1, 2 and 3 and finds them to be lawful.

5. At this stage, learned counsel for the plaintiffs also prays that since the disputes between the plaintiffs and the defendant nos.1, 2 and 3 have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

6. This Court is of the view that since the disputes between the plaintiffs and the defendant nos.1, 2 and 3 have been amicably settled and in view of the oral prayer made by the learned counsel for the plaintiffs, refund of 50% of the Court fees paid by the plaintiffs are deemed justifiable.

7. Let a Certificate of refund of 50% of the Court fees paid by the plaintiffs be prepared by the Registry and handed over to the learned counsel for the plaintiffs.

8. In light of the above, the present suit is decreed in terms of the settlement between the plaintiffs and the defendant nos.1, 2 and 3 as recorded in the Settlement Agreement dated 29.04.2025.

9. Needless to mention, the plaintiffs and the defendant nos.1, 2 and 3 shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 29.04.2025.

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10. Needless to mention, the Settlement Agreement dated 29.04.2025, shall form a part of the Decree Sheet.
11. Registry is directed to draw up the Decree Sheet.
12. Accordingly, in view of the above, the present suit, alongwith the pending applications, stands disposed of.

MAY 14, 2025/bh

SAURABH BANERJEE, J

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