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

+ **CS(COMM) 437/2023 and I.A. 11615/2023**

**BOMBAY DYEING AND MANUFACTURING
COMPANY LIMITED**

.....Plaintiff

Through: Mr. Saif Khan, Mr. Shobhit Agarwal,
Mr. Prajwal Kushwaha, Advocates.

versus

M/S BRAND CLUB & ORS.

.....Defendants

Through: Mr. Pranav Gupta, Mr. Aakash
Chatterjee, Mr. Nilesh Deep,
Advocates for D-1 with AR of D-1 in
person.
Mr. Joby P. Varghese and Mr. Aby P.
Varghese, Advocates for D-2 to 5.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

31.01.2025

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1. The matter has been settled in the mediation proceedings before the Delhi High Court Mediation and Conciliation Centre ('Centre').
2. The Settlement Agreement dated 16th January, 2025 (hereinafter "Settlement Agreement") has been placed on record and the same bears the signatures of the authorised representatives of the plaintiff and defendants.
3. I have gone through the terms of the Settlement Agreement and find the same to be lawful.
4. The Parties shall remain bound by the terms of the Settlement Agreement.
5. Costs, as detailed in paragraph 7(k) of the Settlement Agreement have



been duly paid by the defendants to the plaintiff.

6. the suit is decreed in favour of the plaintiff and against the defendants in terms of prayer clauses 47(a) to (d) of the plaint.

7. In view of the above, the counsel for the plaintiff does not press for the remaining reliefs prayed for in the plaint.

8. The decree sheet be drawn up. The Settlement Agreement shall form part of the decree.

9. Since the matter has been settled in mediation proceedings, 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.

10. All pending applications stand disposed of.

AMIT BANSAL, J

JANUARY 31, 2025

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