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

+ **CS(COMM) 473/2022 with I.A. 10755/2022**

**NEERAJ KUMAR TRADING AS M/S GANGA
RADERS**

.....Plaintiff

Through: Mr. Sanchit Bhushan and Mr. Sanjit
Singh, Advs.

versus

M/S CHACHA FOOD COMPANY & ANR.Defendants

Through: Mr. Umesh Mishra and Ms.
Yashodhara Raina, Advs. for D-1 & 2

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

24.01.2025

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I.A. 2087/2025 (under Order XXIII Rule 3 of the CPC)

1. This is a joint application filed on behalf of the parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 for recording of compromise.
2. The application is duly signed by the authorised representative of the parties.
3. The terms of settlement are recorded in paragraph 5 of the application.
4. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
5. The parties shall remain bound by the terms of the Settlement Agreement.
6. The application stands disposed of.

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7. In light of the order passed in I.A. 2087/2025 above, the present suit is decreed in terms of paragraph 5 of the application. The aforesaid application shall form part of the decree.
8. Let the decree sheet be drawn up.
9. The pending application(s) stands disposed of.
10. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 50% of the Court Fees in favour of the plaintiff, in terms of Section 16A of the Court Fees Act, 1870 *read with* Section 89 of the Code of Civil Procedure, 1908.
11. In addition, counsel for the defendants submits that all the infringing goods have been destroyed by the defendants.
- 11.1. Let the compliance affidavit stating the aforesaid fact be filed within two weeks.

AMIT BANSAL, J

JANUARY 24, 2025

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