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

+ **CS(COMM) 480/2023**

CADBURY UK LIMITED & ANR.Plaintiffs

Through: **Ms. Nancy Roy, Adv.**

Versus

DEEPESH BAJAJ & ANR.Defendants

Through: **Mr. Amit Jain and Mr. Ashok Kumar Shukla, Advs.**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 12.12.2025

1. The present suit has been filed by the Plaintiffs against the Defendants seeking permanent injunction restraining infringement of trademark, passing off, unfair competition, rendition of accounts, damages and costs.
2. This Court vide order dated 16.10.2024 referred the matter to Samadhan-Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'], with the consent of the parties. The mediation has resulted in successful settlement of disputes.
3. Learned counsels for the parties' state that the parties have arrived at settlement before the Mediation Centre and have executed a Settlement Agreement dated 11.11.2025.
4. Learned counsel for the parties' state that the parties are undertaking to remain bound by the terms and conditions recorded in the Settlement Agreement at Clauses 'A' to 'T' and the suit can be disposed of in terms



thereof.

5. Ms. Nancy Roy, learned counsel for the Plaintiffs state that in view of the settlement arrived at between the parties, the Plaintiffs are not pressing for its relief of damages and costs as prayed at prayer clauses 'C' and 'D' of the plaint.

6. Mr. Amit Jain, learned counsel for the Defendants state that the Defendants undertake to remain bound by the obligations undertaken in the Settlement Agreement and the suit may be decreed for the relief of permanent injunction in terms thereof and in terms of prayer clause 'A' of the plaint.

7. This Court has heard the learned counsels for the parties.

8. The Settlement Agreement dated 11.11.2025 executed between the parties has been received from the registry.

9. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd**¹ while dealing with Section 89 of the Code of Civil Procedure, 1908 ['CPC'] has observed that a settlement agreement executed through the process of mediation be placed before the Court for recording it and disposing of the suit in its terms and while dealing through the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

10. This Court has perused the terms and conditions of the Settlement Agreement dated 11.11.2025 and is satisfied that the said agreement arrived between the parties is lawful and satisfies the requirements of Order XIII Rule 3 CPC. This Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement, which is



taken on record and marked as **Exhibit C**.

11. The statements and undertaking given by the parties in terms of the Settlement Agreement dated 11.11.2025 are accepted by this Court and parties are held bound, by the same.

12. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 11.11.2025 executed between the parties and in terms of prayer clause 'A' of the plaint.

13. Ms. Nancy Roy, learned counsel for the Plaintiffs submit that the Plaintiffs is not pressing for the remaining reliefs sought at prayer clauses 'B', 'C', and 'D' of the plaint. The said statement is taken on record and the suit *qua* reliefs sought at prayer clauses 'B', 'C', and 'D' of the plaint is disposed of as not pressed.

14. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the Settlement Agreement dated 11.11.2025 shall form part of the said decree.

Refund of Court fees

15. Ms. Nancy Roy, learned counsel for the Plaintiffs request for 100% refund of Court fees in view of the settlement arrived between the parties.

15.1. She states that the refund of the Court fees may be directed in favour of the counsel. The same has been considered and declined.

16. Keeping in view the aforesaid facts and having regard to Section 16 and 16A of the Court Fees Act, 1870, the registry is directed to refund 100% Court Fees in favour of Plaintiffs, within four (4) weeks, in accordance with law.

17. The suit stands disposed of.

18. Pending applications disposed of.



19. All future dates stand cancelled.
20. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 12, 2025/msh/MG