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

+ **CS(COMM) 504/2022**

KARAN HEALTHCARE PRIVATE LIMITEDPlaintiff

Through: Mr. Amit Jain, Mr. Abhishek, Mr.
Sambhav Rana, Mr. Anvesh Soni,
Advocates

versus

M S AGRON REMEDIES PVT LTDDefendant

Through: Mr. Chirag Ahluwalia, Adv

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 18.09.2025

1. The present suit has been filed for permanent injunction restraining infringement of trademarks, passing off of trademarks, infringement of copyrights, damages, delivery up, etc of the mark of Plaintiffs i.e., "BRALGET/BRALGETIN", by the Defendant.
2. The Joint Registrar (J) vide order dated 03.03.2025 referred the parties to mediation for a formal settlement. The mediation has resulted in successful settlement of disputes.
3. Settlement Agreement dated 22.08.2025 executed between the parties has been received from the Registry.
4. Learned counsel for the plaintiff and the defendant state that the suit may be disposed of in terms of the Settlement Agreement dated 22.08.2025.



5. The terms of the settlement are mentioned in detail at paragraph 8 of the Settlement Agreement dated 22.08.2025 filed along with the Plaint.
6. It is stated that there are no executory obligations under the agreement and all obligations already stand performed by both the parties.
7. Learned counsel for the plaintiff and defendant state that they shall be bound by the terms of the Settlement Agreement dated 22.08.2025.
8. This Court has heard the learned counsel for the Plaintiff and the Defendant and perused the Settlement Agreement dated 22.08.2025.
9. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with the Section 89 of the Code of Civil Procedure, 1908 ('CPC') has observed that a settlement agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement 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. The Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 22.08.2025 satisfies the requirements of Order XXIII Rule 3 CPC.
11. The compromise contained in the aforesaid Settlement Agreement dated 22.08.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 22.08.2025.
12. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.



13. Consequently, the captioned Suit be decreed in terms of Settlement Agreement dated 22.08.2025 and the prayer clause paragraph at 71 '(i)' to '(iii)' of the plaint. The remaining prayers are not pressed and accordingly, dismissed as withdrawn.

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 22.08.2025 shall form part of the said decree.

15. Pending applications, if any, stands disposed of.

Refund of Court fee

16. Learned counsel for the Plaintiffs prays that court fee may be refunded.

17. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiff within four (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870.

18. Pending applications, if any, stands disposed of.

19. Future dates, if any, stands 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
SEPTEMBER 18, 2025/mt/IB

¹ (2010) 8 SCC 24.