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

+ **CS(COMM) 441/2025**

ADIDAS AG & ANR.

.....Plaintiffs

Through: Mr. Anubhav Chhabra, Ms. Gauri
Singhal, Advocates

versus

VIRU RETAIL PRIVATE LIMITED

.....Defendant

Through: Mr. Saksham Dhingra, Advocate

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **07.11.2025**

I.A. 27693/2025 (Under Order XXIII Rule 3 CPC)

1. This is an application filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, jointly filed by the Plaintiffs and the Defendant.
2. Learned counsels for the parties' state that the terms and conditions of the settlement are set out in paragraph '2' of this application.
3. The application has been signed by both parties and the parties undertake to remain bound by the conditions set out therein.
4. Learned counsel for the Defendant states that in view of the settlement arrived between the parties, the Defendant has agreed to suffer a decree of permanent injunction in terms of prayer clauses at paragraph 70(a), (b) and (c) of the plaint.
5. Learned counsel for the Plaintiffs states that in view of the settlement, the Plaintiffs are not pressing for the remaining reliefs.



6. Learned counsel for the parties therefore prays for a decree in terms of Order XXIII Rule 3 of CPC.

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

8. The Court has perused the compromise entered between the Plaintiffs and Defendant, recorded at paragraph 2 of the captioned application and is satisfied that the said compromise satisfies the requirements of Order XXIII Rule 3 of CPC. The compromise contained in the captioned application is lawful, and therefore, there is no impediment in decreeing the suit in terms of the settlement arrived at between the parties.

9. The statements and undertakings given by the parties are accepted by this Court and the parties are held bound by the same.

10. Consequently, the application is allowed and the captioned suit is decreed qua in favour of the plaintiffs and against the defendant in terms of paragraph 2 of the captioned application.

11. The Registry of this Court is directed to prepare a decree in terms of this order. The memorandum of settlement, set out at paragraph 2 of the captioned application, shall also form the part of the decree.

12. The application stands disposed of.

13. Interim orders, if any, stand merged into the final decree.

14. Pending applications are disposed of.

15. Future dates stand cancelled.

Refund of court fee

16. Learned counsel for the Plaintiffs, in view of the compromise recorded between the parties, prays for a 100% refund of the court fee.

However, this Court is not inclined to grant 100% court fee as the Plaintiffs are seeking a decree of permanent injunction against the



Defendant and it is not a case for simplicitor withdrawal. Therefore, keeping in view the Section 16A of the Court Fee Act as applicable to them, partial refund of the court fee of 50% is granted in favour of Plaintiff no. 1.

17. Accordingly, the Registry is directed to refund 50% Court Fee in favour of the Plaintiff no. 1 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 (as applicable to Delhi).

18. 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

NOVEMBER 7, 2025/rhc/AJ