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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 550/2023**
SUNIL DUTT TRADING AS KILTERPlaintiff
Through: Mr. Vikas Khera, Mr. Rohit and Ms.
Sneha Sethia, Advocates.

versus

PRO MUSCLE SCIENCE & ANR.Defendants
Through: Mr. Ankur Gosain, Ms. Chhavi and
Mr. Sunil Kumar, Advocates.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

11.02.2025

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1. The matter has been settled in the mediation proceedings before the Delhi High Court Mediation and Conciliation Centre.
2. The Settlement Agreement dated 10th December, 2024 (hereinafter "Settlement Agreement") has been placed on record and the same bears the signatures of the Authorized Representatives of the plaintiff and defendant no.1.
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. A sum of Rs.90,000/- in terms of Clause (ii) of the Settlement Agreement has already been paid by the defendant no.1 to the plaintiff.
6. In view of the above, the present suit is decreed in terms of the



Settlement Agreement, which shall form part of the decree.

7. In view of the aforesaid settlement, without prejudice to its rights and contentions, the plaintiff does not press for any reliefs against the defendant no.2.

8. Decree sheet be drawn up accordingly.

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

FEBRUARY 11, 2025

Vivek/SC