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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 564/2025**  
**CARL FREUDENBERG KG & ORS.**

.....Plaintiffs

Through: Ms. Shruti Jain and Mr. Abhinav  
Bhalla, Advs.

versus

**FNG CLEAN AND HYGIENE PRIVATE LIMITED & ANR.**

.....Defendants

Through: Mr. Sachin Gupta, Adv. (through vc)  
Mr. Feroz Siddiqui, Director of D-1  
(through vc)

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

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**11.09.2025**

**I.A. 22548/2025 (application under Order XXII Rule 3 read with Section 151 of the CPC, 1908)**

1. The present application under Order XXIII Rule 3 Code of Civil Procedure, 1908 ['CPC'], has been filed jointly by the Plaintiffs and the Defendants seeking the passing of a decree based on the compromise arrived at between the parties.
2. The application is duly signed by both the parties and is supported with their affidavits.
3. The present suit has been filed seeking relief of permanent injunction, restraining the infringement of India Patent No. 541962 along with other ancillary reliefs.
4. Learned counsels for the parties state that the parties have amicably agreed to settle their disputes according to the terms of the settlement clauses 1 to 11 of the settlement agreement dated 01.09.2025 executed



between the parties. The settlement agreement dated 01.09.2025 is enclosed with this application.

5. Mr. Feroz Siddiqui, the Director of the Defendant, has joined the proceedings through video conferencing.

6. Learned counsel for the Defendants state that clauses 4 and 5 of the settlement agreement dated 01.09.2025 is actually one (1) paragraph and has been inadvertently split into two (2) paragraphs. He states that the obligation undertaken at clauses 4 and 5 will be completed by the defendants within four (4) weeks.

7. Learned counsel for the parties pray for a decree in terms of Order XXIII Rule 3 CPC.

8. This Court has heard the learned counsels of the parties and also perused the settlement agreement dated 01.09.2025 entered between the Plaintiffs and the Defendants.

9. The Court is satisfied that the said compromise satisfies the requirement of Order XXIII Rule 3 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.

10. Consequently, this application is allowed and the captioned suit is decreed in terms of the settlement agreement dated 01.09.2025 executed between the parties.

11. 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 01.09.2025 shall form part of the said decree.

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

13. Pending applications, if any, are disposed of.



14. Future dates, if any, stands cancelled.

***Refund of Court Fees***

15. Learned counsel for the Plaintiffs state that the suit was at an initial stage and has been settled even prior to the Defendants filing their written statement. She states that in view of this amicable resolution, the Court may consider the relief of refund of Court fees.

16. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court fees in favour of Plaintiff within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors<sup>1</sup>**.

17. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, [www.delhihighcourt.nic.in](http://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 11, 2025/msh/IB/MG**

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<sup>1</sup> (2021) 3 SCC 560.