



\$~15

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(COMM) 787/2022 & I.A. 18541/2022 I.A. 22098/2022 I.A.  
4639/2023 I.A. 47569/2024

M/S REFLECT SCULPT PRIVATE LTD. ....Plaintiff

Through: Mr. Siddharth Bhambha, Advocate.

versus

RAJ ARORA & ORS. ....Defendants

Through: Mr. Arshdeep Singh Bhatti, Ms.  
Bhoomika Madaan and Ms. Ishpreet  
Singh, Advs.

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

**ORDER**  
**29.08.2025**

%

1. The present suit has been filed seeking permanent injunction restraining infringement of trademark, copyright, passing off etc.
2. This Court *vide* order dated 08.04.2025 on request of the parties, referred the parties to mediation under the aegis of Delhi High Court Mediation and Conciliation Centre ('Mediation Centre'). The said mediation has resulted in successful settlement of disputes.
3. Settlement Agreement dated 14.05.2025 executed between the parties before the Mediation Centre has been received from the registry and is placed on record.
4. Learned counsels for the parties states that in terms of the Settlement Agreement dated 14.05.2025, Defendants are ready to suffer a decree of permanent injunction in terms of prayer clause at paragraph 41 (a) to (c) of



the plaint.

5. Learned counsel for the Plaintiff states that in view of the Settlement Agreement dated 14.05.2025, the Plaintiff has agreed to form its claim for damages and costs in terms of prayer clause at paragraph 41 (d), (f) and (g) of the plaint.

6. Parties have also drawn this Court's attention to the agreement arrived between the parties at clause '9' of the Settlement Agreement dated 14.05.2025 with respect to the modification of the '19' infringing garments, which are still lying on *superdari* with Defendants.

7. This Court has heard the learned counsel for the Plaintiff and the Defendants and perused the Settlement Agreement dated 14.05.2025.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**<sup>1</sup> while dealing with the 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 with the same 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.

9. This Court is satisfied that the compromise contained in the aforesaid Settlement Agreement dated 14.05.2025 is lawful and satisfies the requirements of Order XXIII Rule 3 CPC. Therefore, this Court does not find any impediment in decreeing the underlying suit in terms of the aforesaid Settlement Agreement dated 14.05.2025.

10. The statements and undertaking given by the learned counsel for the



parties are accepted by this Court and the parties are held bound by the same.

11. Consequently, the captioned Suit is decreed in terms of the Settlement Agreement dated 14.05.2025 executed between the parties.

12. 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 14.05.2025 shall form part of the said decree.

**Refund of Court fees**

13. Learned counsel for the Plaintiff requests for refund of Court fee in view of the settlement arrived between the parties through the process of mediation.

14. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiff within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 of the Court Fees Act, 1870, read with Section 89 of the CPC.

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

16. All future dates stand cancelled.

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**

**AUGUST 29, 2025/hp**

---

<sup>1</sup> 2010 8 SCC 24.