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

+ **CS(COMM) 615/2024, I.A. 34487/2024-Stay**

SCRUM ALLIANCE, INC.

.....Plaintiff

Through: Ms. Apurva Bhutani, Mr. Naqeeb
Nawab, Ms. Sejal Tayal and Mr.
Ashutosh Ranga, Advs.

versus

M/S HENRY HARVIN INDIA EDUCATION INC.

& ORS.

.....Defendants

Through: Mr. Ajay Amitabh Suman and Mr.
Pankaj Kumar, Advs. for
defendants.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

27.05.2025

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1. At the outset, learned counsel for the parties submit that the disputes *inter se* the plaintiff and the defendants in the present *lis* have been settled before the Delhi High Court Mediation and Conciliation Centre (**DHCMCC**), and the terms thereof have been reduced to writing in the form of a Settlement Agreement dated 07.05.2025, which is forming a part of record.

2. As such, the learned counsel for the parties on an oral prayer, pray for passing of a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 in terms thereof.

3. Learned counsel for the plaintiff also submits that, in view of the Settlement Agreement dated 07.05.2025 arrived *inter se* the plaintiff and



the defendants, the plaintiff does not wish to press for any other relief *qua* any of the defendants.

4. Learned counsel of the parties confirm the terms of the Settlement Agreement dated 07.05.2025 and identify the signatures of their respective clients.

5. This Court has perused the terms of Settlement Agreement dated 07.05.2025 as recorded *inter se* the plaintiff and the defendants and finds them to be lawful.

6. In light of the above, the present suit is decreed in terms of the settlement arrived *inter se* the plaintiff and the defendants as recorded in the Settlement Agreement dated 07.05.2025.

7. Needless to mention, the plaintiff and the defendants shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 07.05.2025.

8. Registry is directed to draw up the Decree Sheet.

9. Needless to mention, the Settlement Agreement dated 07.05.2025, shall form a part of the Decree Sheet.

10. At this stage, learned counsel for the plaintiff also makes an oral prayer that since the disputes between the plaintiff and the defendants have been settled amicably before the DHCMCC, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

11. Considering the oral prayer made by the learned counsel for the plaintiff as also since the disputes between the plaintiff and the defendants have been settled amicably, this Court is of the view that refund of 50% of the Court fees paid by the plaintiff is deemed



justifiable.

12. Let a Certificate of refund of 50% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff at ZEUS IP ADVOCATES LLP, B-1, Sector-2, Noida, Uttar Pradesh-201301 on behalf of the plaintiff.

13. In view of the above, the present suit, alongwith the pending application(s), stands disposed of.

SAURABH BANERJEE, J

MAY 27, 2025/bh