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

+ **CS(COMM) 830/2022 & I.A. 20174/2022, I.A. 3987/2023**

NOVAMAX INDUSTRIES LLP

.....Plaintiff

Through: Mr. Umesh Mishra, Ms. Yashodhara
Raina and Mr. Aakash Bhambri,
Advocates

versus

SANJAY KUMAR & ORS.

.....Defendants

Through: Mr. Manoj Chouhan, Mr. Ujjwal
Singh Parmar and Ms. Neha Raj
Singh, Advocates

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **10.10.2025**

1. This order is being passed in continuation of order dated 22.08.2025.
2. The present suit has been filed inter alia seeking permanent injunction restraining infringement of design, passing off, delivery up, rendition of accounts, damages, among other reliefs.
3. This Court vide order dated 01.08.2025, on joint request of the parties referred the matter to the Delhi High Mediation and Conciliation Centre ('Mediation Centre'), for exploring amicable settlement of disputes. The mediation has resulted in successful settlement of disputes.
4. Settlement Agreement dated 19.08.2025 executed between the parties has been received from the Mediation Centre by the registry.
5. Learned counsels for the parties' state that the goods have been destroyed by defendant no. 3 as undertaken in the settlement agreement to



the satisfaction of the plaintiff.

6. Learned counsel for the defendants states that it undertakes to comply with its obligations set out at clause (a) of the settlement agreement dated 19.08.2025.

7. Learned counsel for the plaintiff and defendants' states that they undertake to remain bound by the terms of the Settlement Agreement dated 19.08.2025, and the suit may be disposed of in terms thereof.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with the Section 89 of the Code of Civil Procedure, 1908 ['CPC'] has observed that a settlement agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement 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 arrived between the parties as contained in the aforesaid Settlement Agreement dated 19.08.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

10. The compromise contained in the aforesaid Settlement Agreement dated 11.07.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 19.08.2025.

11. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.

12. Consequently, the captioned suit is decreed in terms of the Settlement



Agreement dated 19.08.2025 executed between the parties.

13. 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 19.08.2025 shall form part of the said decree.

Refund of the Court Fees

14. 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.

15. 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 and 16A of the Court Fees Act, 1870.

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

17. Future dates, if any, stand cancelled.

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
OCTOBER 10, 2025/rhc/AM

¹ (2010) 8 SCC 24.