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

+ **CS(COMM) 642/2024**

M/S. RAJHANS CHEMICALS AND PLASTICS INDUSTRIES

THROUGH ITS PARTNER SH SANJEEV JAINPlaintiff

**Through: Mr. Umesh Mishra, Mr. Satish Kumar
and Ms. Yashodhara Raina,
Advocates**

versus

MR. SURESH PAL (SHERY) & ANR.Defendants

**Through: Ms. Sonal Anand, Mr. Aayush Sai,
Mr. Raja Choudhary and Ms. Surbhi
Singh, Advocates for D-1**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 19.12.2025

I.A. 31898/2025 (Under Order XXIII Rule 3 CPC)

1. This is a joint application filed by the plaintiff and defendant no. 1 under Order XXIII Rule 3 of the Code of Civil Procedure, 1908, for recording the settlement arrived at between the parties.

2. Learned counsel for the plaintiff and defendant states that the parties have agreed at paragraph '2(f)' of the captioned application that defendant no. 1 will destroy all infringing packaging material.

2.1. He states that with respect to the products, which were found with the defendant no. 1, he may use the said products as a one-time measure and exhaust the said stock within a period of one [1] month.

2.2. He states that in view of the settlement arrived at inter se parties, the



plaintiff has agreed to forego its claims of rendition of accounts, damages and costs of the proceedings qua defendant no.1.

3. Learned counsel for the defendant no. 1 is agreeable to the said suggestion, and he states that after destroying the infringing material, he will communicate this fact to the plaintiff through e-mail.

4. This Court has perused the terms and conditions of the settlement agreement and is satisfied that the compromise between the parties as contained in the captioned application satisfies the requirements of Order XXIII Rule 3 of CPC. The compromise contained in the captioned application is lawful, and therefore, this Court does not find any impediment in disposing of the underlying suit in terms of the aforementioned settlement.

5. The statement and undertakings given by the learned counsel for the parties are accepted by this Court, and the parties are held bound by the same.

6. Accordingly, the suit for the relief of permanent injunction is decreed in favour of the plaintiff and against the defendant terms of prayer clauses 39 'a' and 'b' of the plaint. Remaining reliefs are disposed of as not pressed.

7. The registry is directed to draw up a decree in terms of this settlement agreement.

Defendant No.2

8. Learned counsel for the plaintiff states that defendant no. 2 is a John Doe, and the same may be deleted from the array of parties.

9. The said submission is taken on record, and defendant no.2 is hereby deleted from the array of parties.

Refund of Court Fee

10. Learned counsel for the plaintiff requests a partial refund of the



CourtFees in view of the settlement arrived between parties prior to framing of issues.

11. Keeping in view the aforesaid facts, and having regard to Section 16 and 16A of the Court Fees Act, 1870, the registry is directed to refund 50% Court Fee in favour of the plaintiff within four [4] weeks, in accordance with law.

12. Pending applications are disposed of.

13. All future dates stand cancelled.

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

15. 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 the order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 19, 2025/rhc/aa