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

+ **CS(COMM) 864/2022 & I.A. 20992/2022**

TTK PRESTIGE LTD

.....Plaintiff

Through: **Ms. Akansha Singh, Mr. Harshit Raj,**
Advocates

versus

K K AND COMPANY DELHI PVT LTD & ORS.

.....Defendants

Through: **Mr. Manoj Kumar Sahu, Advocate**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 18.11.2025

1. Learned counsel for the plaintiff and defendant states that they have arrived at a settlement and have duly executed the Settlement Agreement dated 13.11.2025 before the Delhi High Court Mediation and Conciliation Centre.
2. Learned counsel for the defendant states that under the terms of the Settlement Agreement, the defendant has acknowledged the proprietary rights of the plaintiff in its trademarks enlisted in the plaint and has undertaken not to use the infringing marks or any other mark similar to the plaintiff's marks.
3. Learned counsel for the plaintiff states that in view of the aforesaid undertaking given by the defendant, the plaintiff has agreed not to press for any further reliefs for damages and costs.
4. Learned counsel for the plaintiff states that the suit has already been decreed vis-a-vis defendant nos. 2 and 3 vide order dated 20.02.2023.



5. This Court has perused the terms and conditions set out in the Settlement Agreement dated 13.11.2025 and is satisfied that the same is lawful.

6. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with 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.

7. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 13.11.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

8. The compromise contained in the aforesaid Settlement Agreement dated 13.11.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 13.11.2025. The Settlement Agreement is marked as **Exhibit-C**.

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

10. Consequently, the captioned suit is decreed as per the terms and conditions of the Settlement Agreement 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 13.11.2025

¹ (2010) 8 SCC 24.



shall form part of the said decree.

Refund of court fee

12. Learned counsel for the Plaintiffs states that in view of the compromise recorded between the parties and the early disposal of the suit, the Plaintiff prays for a partial refund of the court fee deposited.

13. Keeping in view the aforesaid facts, the Registry is directed to refund 50% Court Fee in favour of the Plaintiff no. 2 within four (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 A of the Court Fees Act, 1870, read with Section 89 of CPC.

14. Pending applications, if any, stand disposed of.

15. Future dates, if any, stand cancelled.

16. 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

NOVEMBER 18, 2025/mt/aj