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

+ **CS(COMM) 879/2022 & IA No.8543/2023**

TATA SONS PRIVATE LIMITED & ANR.Plaintiffs

Through: Mr. Praveen Anand, Mr. Achuthan
Sreekumar, Mr. Rohil Bansal and Mr.
Chirayu Prahlad, Advocates.

versus

OM PRAKASH GUPTADefendant

Through: Mr. Jogesh Gupta and Mr. Kartik
Gandhi, Advocates.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **22.09.2025**

1. The learned counsels for the parties state that the parties have executed a Settlement Agreement dated 01.09.2025 before the Delhi High Court Mediation and Conciliation Centre and the captioned suit may be decreed in terms of the Settlement Agreement.

1.1 It is stated that the defendant has agreed to suffer a decree of permanent injunction in terms of prayer Clause 72 (i), (ii), (iii) and (iv) of the plaint. However, it has been agreed that the defendant will only sell authentic and genuine Tata products purchased from an authorized distributor and agent of the plaintiffs.

2. The learned counsel for the plaintiffs states that in consideration of the undertaking tendered by the defendant, the plaintiffs have agreed not to press for the relief(s) of delivery up and monetary claim as prayed for in



prayer Clause 72 (v), (vi), (vii) and (viii) of the plaint.

3. This Court has heard the learned counsels for the parties and perused the Settlement Agreement dated 01.09.2025.

4. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and for disposing of the suit in terms of the settlement. It was held that the Civil Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

5. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 01.09.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

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

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

8. Consequently, the captioned suit is hereby decreed in terms of the Settlement Agreement dated 01.09.2025.

9. The remaining reliefs are disposed of as not pressed.

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

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 01.09.2025 shall form part of the said decree.



12. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiffs within four (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870.

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

14. Future dates, if any, stand cancelled.

15. It is, however, made clear that in case any dispute arises between the parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement/ Decree, the said party or parties will become liable to pay the entire Court Fees thereon.

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

SEPTEMBER 22, 2025/ssc/AJ

¹ (2010) 8 SCC 24