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

+ **CS(COMM) 656/2024, I.A. 35701/2024-Stay**

HELL ENERGY MAGYARORSZAG KFTPlaintiff

Through: Mr. Nihit Nagpal, Ms. Livya P.
Lalu & Ms. Bindra Rana, Advs.

versus

VISHNU ENTERPRISES & ORS.Defendants

Through: Mr. Natwar Rai, Adv. (Through
VC) for D-2

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

13.05.2025

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1. At the outset, the learned counsel for the plaintiff as well as the defendant no.2, submit that they have since resolved all their disputes in the captioned suit, and the said terms of settlement have also been reduced to writing in the form of a Settlement Agreement dated 29.04.2025, which is forming a part of the record.

2. Learned counsel for the plaintiff and the defendant no.2 make an oral prayer before this Court to pass a consent decree under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) in terms of the Settlement Agreement dated 29.04.2025.

3. Learned counsel for the plaintiff submits that, in view of the Settlement Agreement dated 29.04.2025 *inter-se* the plaintiff and the defendant no.2, the plaintiff does not wish to press for any other relief *qua* defendant no.2. It is also submitted that the plaintiff seeks to give up all

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the reliefs *qua* the defendant nos.1 and 3 as well. In view thereof, he also submits that the captioned suit may be accordingly decreed.

4. Learned counsel of the plaintiff and the defendant no.2 confirm the terms of the Settlement Agreement dated 29.04.2025 and learned counsel for the plaintiff identifies the plaintiff's signatures, as well as defendant no.2 identifies his own signatures.

5. This Court has perused the terms of the Settlement Agreement dated 29.04.2025 as recorded *inter-se* the plaintiff and the defendant no.2 and finds them to be lawful.

6. The learned counsel for the plaintiff also makes an oral prayer before this Court to refund of Court fees paid by the plaintiff in terms of *Section 16* of the Court Fees Act, 1870, since the disputes between the plaintiff and the defendant no.2 have been amicably settled.

7. This Court is of the view that since the disputes between the plaintiff and the defendant no.2 have been amicably settled but the same remained pending for a considerable long period, refund of 50% of the Court fees paid by the plaintiff is deemed justifiable.

8. Since the plaintiff does not have any account in India, 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 i.e., "**S. S. Rana & Co.**".

9. Furthermore, since the plaintiff has given up all the reliefs *qua* defendant no.3, nothing survives against them.

10. Accordingly, in light of the above, the present suit is decreed in terms of the settlement between the plaintiff and the defendant no.2 as recorded in the Settlement Agreement dated 29.04.2025.

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11. Needless to mention, the plaintiff and the defendant no.2 shall remain bound by the terms of settlement as recorded in the Settlement Agreement dated 29.04.2025.
12. Registry is directed to draw up the Decree Sheet.
13. Needless to mention, the Settlement Agreement dated 29.04.2025, shall form a part of the Decree Sheet.
14. Accordingly, in view of the above, the captioned suit, alongwith the pending application, stands disposed of.

SAURABH BANERJEE, J

MAY 13, 2025/Ab

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