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

+ **CS(COMM) 716/2019 & I.A. 948/2024**

KRYOLAN GMBH & ANR.

.....Plaintiffs

Through: **Mr. Jayant Kumar, Advocate**

versus

PROFESSIONAL ARTIST CONSMETICS LLP & ANR.

.....Defendants

Through: **Ms. Srishti Gupta, Advocate**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 06.11.2025

1. Learned counsels for the parties state that they have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'] and executed a Settlement Agreement dated 26.09.2025. They state that the terms and conditions are set out in the Settlement Agreement.
2. Learned counsel for the defendant states that the defendant had undertaken to pay a sum of Rs. 13 lakhs to the plaintiffs as damages, which has already been paid over.
3. Learned counsel for the plaintiff confirms the receipt of the entire amount.
4. Parties state that there are no outstanding obligations between the parties except the undertaking given by the defendant with respect to the non-use of the impugned marks as set out in clause '1' and the preliminary decree dated 09.08.2023.



5. Learned counsel for the defendant states that in terms of clause '3', the seized goods will be destroyed within 15 days. She states that an email will be addressed to the plaintiff confirming the compliance of this undertaking soon thereafter.
6. This Court has heard the learned counsel for the Plaintiffs and the Defendant and perused the Settlement Agreement dated 26.09.2025.
7. 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.
8. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 26.09.2025 satisfies the requirements of Order XXIII rule 3 CPC. The compromise contained in the aforesaid Settlement Agreement dated 26.09.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 26.09.2025. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound, by the same.
9. Consequently, a final decree is passed in terms of the Settlement Agreement dated 26.09.2025, executed between the parties.
10. 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 26.09.2025 shall form part of the said decree.

Refund of court fee

11. Learned counsel for the Plaintiffs states that in view of the settlement recorded through mediation, the Plaintiff prays for refund of the court fee deposited.

12. Keeping in view the aforesaid facts, the Registry is directed to refund 100% 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.

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

14. Future dates, if any, stand cancelled.

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

MANMEET PRITAM SINGH ARORA, J
NOVEMBER 6, 2025/rhc/AJ

¹ (2010) 8 SCC 24.