



\$~55

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

+ **CS(COMM) 751/2025, I.A. 17882/2025, I.A. 17883/2025**

RAGHAV LIFESTYLE PRODUCTSPlaintiff

Through: Mr. Ranjan Narula, Mr. Shakti and
Mr. Parth Bajaj, Advocates

versus

MS. SHRADDHA TULSIAN AND ANRDefendants

Through: Mr. Sahil Raveen, Advocate

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **22.12.2025**

I.A. 32254/2025 (ORDER 23 R 3 CPC)

1. This is an application filed by the plaintiff and defendant no.2 under Order XXIII Rule 3 CPC for recording the terms of settlement.
2. Learned counsel for defendant no.2 relies upon para 3 (XI) of this application to submit that M/s. Green Edge Ventures is the sole proprietorship concern of defendant no.2, and defendant no.1 is not a partner or proprietor of the said firm.
3. He states that the settlement terms have been agreed between plaintiff and defendant no.2 and this application has been filed by Mr. Bajrang S. Agarwal, power attorney holder of defendant no.2.
4. Learned counsel for the plaintiff and defendant no.2 state that the terms and conditions of settlement are set out in paragraph 3 of the captioned application, and the suit may be disposed of in terms of the said



settlement.

5. This Court has heard the learned counsel for the plaintiff and the defendant no. 2 and perused the settlement terms and is satisfied that the same is lawful.

6. This Court is satisfied that the compromise between the parties as contained in the aforesaid settlement terms satisfies the requirements of Order XXIII Rule 3 CPC and therefore, there is no impediment in decreeing the suit in terms of the settlement arrived at between the parties.

7. Consequently, the captioned suit is decreed in terms of the settlement terms executed between the plaintiff and defendant no. 2.

8. The registry is directed to draw up a decree in terms this order in favour of the plaintiff and against defendant no. 2. The settlement terms shall form part of the decree.

9. The application stands disposed of.

Suit vis-à-vis defendant no. 1 is disposed of as withdrawn

10. Learned counsel for the plaintiff states that he is not pressing the suit against defendant no.1 in view of the statement made by defendant no.2. He states that the suit may be disposed of as withdrawn vis-à-vis defendant no. 1.

11. The submission of the plaintiff is taken on record, and the suit qua defendant no. 1 also stands disposed of as withdrawn.

Refund of Court fees

12. Learned counsel for the plaintiff prays that in view of the amicable settlement of disputes between the parties at this early stage of the proceedings, he seeks a partial refund of Court fees.

13. Keeping in view the aforesaid facts, the registry is directed to refund



50% Court Fee in favour of the plaintiff 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.

14. Pending applications are disposed of.

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

MANMEET PRITAM SINGH ARORA, J

DECEMBER 22, 2025/gm