



\$~25

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

+ **CS(COMM) 697/2024**

JOY CREATORS LLP

.....Plaintiff

Through: Mr. Hemant Daswani, Ms. Pranjal,
Mr. Kunal Prakash and Ms. Saumya
Bajpai, Advs.

versus

S P INTERNATIONAL AND ORS.

.....Defendants

Through: Mr. Vishu Mittal and Ms. Bhawna
Nanda, for D-1 & 2

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

%

14.05.2025

I.A. 36694/2024 (*Order XXIII Rule 3 read CPC*)

1. Learned counsel for the plaintiff and the defendant nos.1 and 2 submit that the disputes *inter se* the plaintiff and the defendant nos.1 and 2 in the present *lis* have been settled, and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 29.04.2025, which is forming a part of record.
2. Learned counsel of the plaintiff and the defendant nos.1 and 2 confirm the terms of the Settlement Agreement dated 29.04.2025 and identify the signatures of their respective clients.
3. This Court has perused the terms of Settlement Agreement dated 29.04.2025 as recorded *inter se* the plaintiff and the defendant nos.1 and 2 and finds them to be lawful.
4. Accordingly, the present application is allowed and disposed of.

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 16/05/2025 at 13:18:01



CS(COMM) 697/2024 & I.A. 36693/2024 (Stay)

5. Learned counsel for the plaintiff upon instructions submits that since the defendant no.4 is a pro-forma party, no relief sought against it and the continuance of the present *lis* against the said defendant no.4 is not required.

6. Learned counsel for the plaintiff also submits that, in view of the Settlement Agreement dated 29.04.2025 *inter se* the plaintiff and the defendant nos.1 and 2, the plaintiff does not wish to press for any other relief *qua* any of the other defendants.

7. Learned counsel for the plaintiff also prays that since the disputes between the plaintiff and the defendant nos.1 and 2 have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

8. This Court is of the view that since the disputes between the plaintiff and the defendant nos.1 and 2 have been amicably settled and in view of the oral prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is justifiable.

9. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

10. In light of the above, the present suit is decreed in terms of the settlement between the plaintiff and the defendant nos.1 and 2 as recorded in the Settlement Agreement dated 29.04.2025.

11. Registry is directed to draw up the Decree Sheet.

12. Needless to mention, the Settlement Agreement dated 29.04.2025, shall form a part of the Decree Sheet.

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 16/05/2025 at 13:18:01



13. It is also clarified that the plaintiff and the defendant nos.1 and 2 shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 29.04.2025.

14. Accordingly, in view of the above, the present suit, alongwith the pending applications, stands disposed of.

SAURABH BANERJEE, J

MAY 14, 2025/So

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 16/05/2025 at 13:18:01