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

+ **CS(COMM) 702/2024**

ZYDUS WELLNESS PRODUCTS LTDPlaintiff

Through: Mr. Guruswamy Nataraj and Mr.
Jegadheesh R., Advs.

versus

MR PRANAY CHHEDA TRADING AS HI
PEAK WOOD ART & ANR.Defendants

Through: Mr. Rishabh Sharma, Adv. for D-1
Ms. Priya Goyal (through vc) and Mr.
Aakash Deep Singh, Advs. for D-2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **07.08.2025**

I.A. 17557/2025 (application on behalf of plaintiff under Section 151 of the Code of Civil Procedure, 1908)

1. Learned counsel for the plaintiff seeks permission to withdraw this application, with liberty to seek the relief sought in this application before the appropriate forum, in accordance with law.

2. The application is dismissed as withdrawn with liberty as prayed for reserved.

I.A. 19189/2025 (joint application under Order XXIII Rule 3 r/w Section 151 of the Code of Civil Procedure, 1908 filed by the plaintiff and defendant no. 1)

3. The present application has been filed by the plaintiff and defendant no. 1 under Order XXIII Rule 3 Code of Civil Procedure, 1908 ('CPC') for



recording the terms of compromise arrived between the parties and seeking passing of a decree based on the said compromise.

4. The parties have arrived at an out-of-court settlement, and the terms and conditions of the settlement are set out at paragraph 3(i) to (xi). The application is duly signed by the parties and supported by their affidavits.

5. Learned counsel for defendant no. 1 states that defendant no. 1 has agreed to passing of a decree of permanent injunction in terms of prayer clauses 85 (a) to 85 (d) of the plaint.

6. Learned counsel for the plaintiff states that in view of this settlement, the plaintiff has agreed to not press its relief for damages as prayed for at prayer clause 85(f). He states that the plaintiff is also not pressing for the prayer sought at paragraph 85(e) of the plaint.

6.1 He further states that there is a typographical error at paragraph 3 (xi) (d) of the application. He states that the decree of permanent injunction in terms of paragraph 85 (a) to (d) is prayed for and reference to prayer clauses (e) and (f) is an inadvertent error and may be ignored. He states that an affidavit to this effect by the plaintiff will be filed within one (1) week.

6.2 He further prays that in terms of prayer clause 85(d), defendant no. 2 be directed to act upon the request of the plaintiff to take down any infringing listing of defendant no. 1 in view of the decree passed today.

7. In response, learned counsel for defendant no. 2 states that defendant no. 2 undertakes to take down any listing of defendant no. 1 which is in contravention of the decree passed by this Court upon receiving a request of the plaintiff enclosing a copy of the decree.

8. Parties therefore jointly pray for a decree in terms of Order XXIII Rule 3 CPC.



9. This Court has heard the learned counsel for the parties and has perused the application.

10. This Court has perused the compromise entered between the plaintiff and defendant no. 1, as recorded at paragraph 3(i) to (xi) of the captioned application, and is satisfied that the said compromise satisfies the requirements of Order XXIII Rule 3 CPC. The compromise contained in the captioned application is lawful and therefore, there is no impediment in decreeing the suit in terms of the compromise entered between the parties.

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

12. Consequently, the application is allowed, and the captioned suit is decreed in terms of the in terms of 3(i) to (xi) of this application, which shall form part of the decree. The suit shall stand decreed in favour of the plaintiff and against defendant no. 1 in terms of prayers at paragraph 85 (a) to (d) of the plaint. The prayers at paragraph 85 (e) and (f) are dismissed as not pressed.

13. The Registry of this Court is directed to prepare a decree in terms of this order. The terms and conditions of the settlement set out in this application shall form part of the decree.

14. The statement of the defendant no. 2 recorded at paragraph 7 is taken on record and it is bound down to the same.

15. The plaintiff shall file an affidavit in terms of its statement recorded at paragraph 6.1 within one (1) week.

16. The application stands disposed of.

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17. Learned counsel for the plaintiff states that in view of the compromise



recorded between the parties and the early disposal of the suit, the plaintiff prays for refund of the court fee deposited.

18. Keeping in view the aforesaid facts and the settlement, the registry is directed to refund 100% Court Fee in favour of plaintiff within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors**¹.

19. Pending applications are disposed of.

20. All future dates stand cancelled.

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

22. 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

AUGUST 7, 2025/msh/AM

¹ (2021) 3 SCC 560.