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

+ **CS(COMM) 787/2024 & I.A. 39366/2024**

THE MACALLAN DISTILLERS LIMITEDPlaintiff

Through: Ms. Taaniyaa Dogra and
Ms. Anushka Aman, Advocates along
with Mr. Pradeep Yadav, A.R. of
plaintiff.

versus

RANS CONCEPT DEVELOPERS & ORS.Defendants

Through: Mr. Shashank Sharma, Advocate for
D-1, D-5 and D-6
Mr. Raghav Luthra, Advocate for D-2,
D-3 and D-4

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

07.04.2025

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1. Counsel for the parties submit that the parties have settled the dispute in mediation proceedings before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').
2. The Settlement Agreement dated 11th March, 2025, (hereinafter "Settlement Agreement"), which bears the signatures of the authorised representatives of the Plaintiff and the Defendants as well as their counsel, has been placed on record.
3. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
4. Parties shall remain bound by the terms of the Settlement Agreement.



5. The defendants have paid an amount ₹60,000/- to the plaintiff in terms of clause 11 of the Settlement Agreement.
6. Further, in terms of clause 8 of the settlement agreement, the defendants shall destroy all the seized stock of the infringing products within one week from today in the presence of the authorised representative and counsel of the plaintiff.
7. Accordingly, the suit is decreed in favour of the plaintiff and against the defendants in terms of the Settlement Agreement.
8. Decree sheet be drawn up. The Settlement Agreement shall form part of the decree.
9. In view of the fact that the matter has been settled at the Mediation Centre, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870 *read with* Section 89 of the Code of Civil Procedure, 1908.

AMIT BANSAL, J

APRIL 7, 2025
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