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

+ **CS(COMM) 814/2024 & I.A. 39916/2024**

BULGARI S.P.A

.....Plaintiff

Through: Mr. Rishi Bansal, Mr. Rishabh Gupta,
Ms. Suruti Manchanda and Ms.
Deasha Mehta, Advocates

versus

AANCHAL JAIN TRADING AS IZZARI JEWELSDefendant

Through: Mr. Ark Khanna, Advocate (Through
VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **14.08.2025**

1. The present suit has been filed by the Plaintiff under Section 134 and 135 of the Trademarks Act, 1999 and Section 51 of the Copyright Act, 1957 for permanent injunction restraining infringement of trademarks and copyright, passing off etc.
2. This Court on request of the parties referred the parties to mediation vide order dated 26.11.2024.
3. The Settlement Agreement dated 25.07.2025 executed between the parties before Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'] has been received from the registry.
4. Learned counsels for the parties jointly state that executory obligations undertaken under the Settlement Agreement dated 25.07.2025 have already been performed by the Defendant.



5. Learned counsel for the Defendant states that Defendant undertakes to remain bound by the undertakings recorded in the Settlement Agreement dated 25.07.2025.
6. The parties jointly state that the suit be disposed of in terms of Settlement Agreement dated 25.07.2025.
7. This Court has heard learned counsel for the parties and perused the Settlement Agreement dated 25.07.2025.
8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with the 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.
9. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 25.07.2025 satisfies the requirements of Order XXIII Rule 3 CPC.
10. The compromise contained in the aforesaid Settlement Agreement dated 25.07.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 25.07.2025.
11. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.
12. Consequently, the captioned suit is disposed of in terms of the



Settlement Agreement dated 25.07.2025 executed between the parties. Interim order shall stand merged in the final decree. Registry is directed to draw up the decree.

13. Learned counsel for the Plaintiff requests for refund of the court fee.

14. Keeping in view the aforesaid facts, 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 & Ors²**.

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

16. Future dates, if any, stand cancelled.

17. 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 14, 2025/rhc/sk

¹ (2010) 8 SCC 24.

² (2021) 3 SCC 560.