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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 906/2023 & I.As. 25643/2023, 25644/2023, 6278/2024,
10575/2024

DFM FOOD LTD

.....Plaintiff

Through: Mr. Dhruv Anand, Ms. Sampurnaa
Sanyal, Ms. Udit Patro, Ms. Nimrat
Singh and Mr. Dhananjay Khanna,
Advocates

versus

GUILTFREE INDUSTRIES LIMITED & ORS.

.....Defendants

Through: Ms. Smriti Yadav, Mr. Nirupam
Lodha, Mr. Dhiren Karania, Mr.
Kshitij Parashar and Mr. Gautam
Wadhwa, Advocates for D-1

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **21.08.2025**

1. The present suit has been filed by the Plaintiff/DFM Foods Ltd., seeking an injunction against the Defendants/Guiltfree Industries Limited and other retailers from using the trademark 'CURLS' in respect of snack food products.
2. This Court *vide* order dated 16.10.2024 recorded the submission of the counsel for the Plaintiff and referred the parties to mediation under the aegis of Delhi High Court Mediation and Conciliation Centre (Mediation Centre). The mediation has resulted in successful settlement of dispute between the Plaintiff and Defendant No.1.
3. The Settlement Agreement dated 31.07.2025 ('said agreement') executed between the parties before the Delhi High Court Mediation and Conciliation Centre has been received from registry and placed on record.
4. The material terms of the agreement are set out in Clauses '1' to '7' of



the said agreement.

5. Learned counsel for the Plaintiff and the Defendant No.1 states that the suit may be disposed of in terms of the said agreement and that the Plaintiff and Defendant No.1 shall remain bound by the terms of said agreement.

6. This Court has heard the learned counsel for the Plaintiff and the Defendant No.1 and perused the Settlement Agreement dated 31.07.2025.

7. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd¹**, while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and for disposing of the suit in terms of the settlement. It held that the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

8. This Court is satisfied that the compromise between the parties as contained in the aforesaid agreement satisfies the requirements of Order XXIII Rule 3 CPC and the same appears to this Court to be lawful.

9. The statements and undertaking given by the parties are accepted by this Court and the parties i.e., Plaintiff and Defendant No. 1 are held bound by the same.

10. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 31.07.2025 executed between the parties.

11. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the Settlement Agreement dated 31.07.2025 shall form part of the said decree.

¹ (2010) 8 SCC 24.



Refund of Court Fee

12. Learned counsel for the Plaintiff prays that in view of the settlement in mediation Court Fee may be refunded.

13. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of 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, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors²**.

Withdrawal of suit against the Defendant Nos. 2 to 6

14. Learned counsel for the Plaintiff states that in view of the settlement arrived between Plaintiff and Defendant No. 1, Plaintiff is not pressing its reliefs qua the remaining Defendant Nos. 2 to 6 and seeks liberty to withdraw the suit qua the said defendants. The statement of the learned counsel for the Plaintiff is taken on record.

15. In view of the submission of the Plaintiff, the suit is dismissed as withdrawn qua Defendant Nos. 2 to 6, without liberty reserved.

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

17. Future dates stand cancelled.

18. 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 21, 2025/rhc

² (2021) 3 SCC 560.