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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 931/2023, I.A. 25917/2023 & I.A. 33129/2024**
MOMENTIVE PERFORMANCE MATERIALS INC.Plaintiff
Through: Mr. Saif Khan and Mr. Prajjwal
Kushwaha, Advocates.

versus

BALAJI BIO CORP CHEMICALS,Defendant
Through: Mr. Pallav Gupta, Advocate.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
04.11.2025

1. The learned Counsel for the Parties submit that the Parties have been able to arrive at a settlement agreement dated 13.08.2025 ("**Settlement Agreement**").
2. The Settlement Agreement received from the Delhi High Court Mediation and Conciliation Centre is placed on record.
3. Accordingly, the Suit is decreed in terms of the Settlement Agreement. The Parties are directed to be bound by the terms of the Settlement Agreement. Let the Decree Sheet be drawn up accordingly.
4. The Suit along with all the pending Applications stands disposed of.
5. The learned Counsel for the Plaintiff seeks refund of the Court Fees. Considering that the matter has been settled through Mediation and further considering the hearings that have taken place in the matter, the Registry is directed to issue a Certificate of Refund of 50% of the Court Fees in favour of Plaintiff, in terms of Section 16A of the Court Fees Act, 1870.



6. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

NOVEMBER 4, 2025/sms