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

+ **CS(COMM) 636/2023**

M/S TEJ RAM DHARAM PAUL

.....Plaintiff

Through: **Mr. Raghav Bahlla, Adv.**

versus

SUNDER LAL GOYAL & ANR.

.....Defendants

Through: **Ms. Shreya Gagneja, Adv. for D-1
(Through VC)**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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22.12.2025

I.A. 29392/2025

1. This application under Order XXIII Rule 3 of Civil Procedure Code, 1908 ['CPC'] has been filed by the Plaintiff and Defendant No. 1 for recording of compromise between the parties and the decree in the suit.
2. Ms. Shreya Gagneja, learned counsel for Defendant No. 1 states that Defendant No. 1 has agreed to settle the suit on the terms and conditions set out in paragraph no. '7' of this application and has agreed to suffer a decree of permanent injunction in terms of paragraph no. 67(a) to (g) of the plaint.
 - 2.1. She states that Defendant No. 1 has also undertaken obligations to withdraw its trademark applications as enlisted in paragraph no. '5' of the application.
 - 2.2. She states that Defendant No. 1 is the Director of Defendant No. 2 company and Defendant No. 2 as well will remain bound by the terms and



conditions agreed between Defendant No. 1 and the Plaintiff.

3. Mr. Raghav Bahlla, learned counsel for the Plaintiff confirms the submissions of Defendant No. 1 and states that in view of settlement arrived between the parties, the Plaintiff is not pressing for its remaining reliefs in the plaint.

4. This Court is satisfied that the compromise between the parties as contained in the captioned application satisfies the requirement of the Order XXIII Rule 3 CPC; the agreement is lawful and therefore, this Court does not find any impediment in disposing of the underlying suit in terms of the aforementioned settlement.

5. The statement and undertakings given by the learned counsel for the parties are accepted by this Court and the parties are held bound by the same. The application is taken on record and marked as **Exhibit C**.

6. Defendant No. 2 shall also remain bound by the undertakings given by Defendant No. 1.

7. The suit is decreed in terms of paragraph nos. '5' and '7' of this application. In addition, this suit is decreed for the relief of permanent injunction in favour of the Plaintiff and against Defendant No. 1 in terms of prayer clauses mentioned at paragraph no. 67(a) to (g) of the plaint.

8. The relief of delivery up, damages and costs as sought at paragraph no. 67(h) to (j) of the plaint are disposed of as not pressed.

9. The Registry of this Court is directed to prepare a decree in terms of this order.

Refund of Court fees

10. Mr. Raghav Bahlla, learned counsel for the Plaintiff has also requested for partial refund of court fees in favour of the Plaintiff.



11. Keeping in view the aforesaid facts and having regard to Section 16 and 16A of the Court Fees Act, 1870, the registry is directed to refund 50% Court Fees in favour of Plaintiff within four [4] weeks, in accordance with law.
12. It is made clear that if the Plaintiff approaches the Court for execution of the decree, he shall make good the entire Court fees.
13. Pending applications, if any, stands disposed of.
14. All future dates stand cancelled.
15. 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

DECEMBER 22, 2025/hp/MG