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

+ **CS(COMM) 850/2024 & I.A. 40955/2024**

MR. GAURAV SINGHALPlaintiff

Through: Mr. Vishal Patel, Adv.
versus

MR. CHAKSHU MEHTADefendant

Through: Mr. Devansh Dua, Adv. (through vc)

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER
29.07.2025

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1. Learned counsel for the parties jointly state that the present suit has been settled vide Settlement Agreement dated 30.05.2025 ['Settlement Agreement'].
2. Learned counsel for the plaintiff states that in terms of clause 1(i) of the Settlement Agreement, the parties have agreed that the suit may be decreed in terms of paragraph nos. 35(a) and 35(b) of the plaint.
3. Learned counsel for the defendant states that the defendant has been given limited rights as set out in clause 1(h) of the Settlement Agreement.
 - 3.1. He states that the defendant has withdrawn its trademark applications, as set out in clause 1(f) of the Settlement Agreement.
4. This Court has heard the learned counsels of the parties and perused the Settlement Agreement dated 30.05.2025.
5. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian**



Varkey Construction Co. (P) Ltd.¹, 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, 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.

6. This Court has perused the terms of the settlement agreement dated 30.05.2025 and is satisfied that it satisfies the requirements of Order XXXIII Rule 3 of the Code of Civil Procedure, 1908. The compromise contained in the said Settlement Agreement is lawful and therefore, there is no impediment in decreeing the suit in terms of the Settlement Agreement.

7. The statements/undertakings given by the parties are accepted by this Court and the parties are held bound by the same.

8. In view of the above, the suit is hereby decreed in terms of prayer clauses 35(a) and 35(b). The remaining prayer clauses (c), (d), (e) and (f) mentioned in paragraph 35 of the plaint are disposed of in terms of the settlement agreement, as not pressed. The settlement agreement shall form part of the decree.

9. 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 & Ors**².

¹ (2010) 8 SCC 24

² (2021) 3 SCC 560.



10. Pending applications are disposed of.
11. Interim orders, if any, stands vacated.
12. 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

JULY 29, 2025/msh/MG