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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 588/2023 & I.A. 3701/2025 I.A. 32000/2025**
SHRI RAM AUTOTECH PRIVATE LIMITED

.....Plaintiff

Through: Mr. Yatin Chadha and Mr. Gurvinder
Singh, Advs.

versus

GARIMA SINGH PROPRIETOR OF AMBIKA INDUSTRIES

.....Defendant

Through: Mr. Jaskirat pal Singh and Mr. Pranav
Gupta, Advs. for D-1 and D-2

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

ORDER
18.12.2025

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I.A. 32000/2025 (under Order 1 Rule 10 CPC)

1. This is an application filed by the plaintiff seeking impleadment of Mr. Shashank Singh, sole proprietor of Ambika Enterprises, as defendant no. 2.
2. Issue notice.
3. Mr. Pranav Gupta, Advocate enters appearance on behalf of defendant no. 1 as well as proposed defendant no. 2 and he states that has no objection to this impleadment.
4. Learned counsel for the parties states that they have entered into a settlement agreement before the Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'] and for seeking decree in terms of



settlement agreement, Mr. Shashank Singh is a proper party to this suit.

5. For the reasons stated in the application and in view of no contest, the application is allowed and Mr. Shashank Singh is impleaded as defendant no. 2.

6. The amended memo of parties is directed to be taken on record.

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7. This is a suit for permanent injunction restraining infringement of trademark and copyright, passing off, acts of unfair competition, seeking damages/rendition of accounts.

8. This Court vide order dated 14.07.2025, on joint request of the parties, referred the matter to the Delhi High Court Mediation and Conciliation Centre [‘Mediation Centre’], for exploring amicable settlement of disputes. The mediation has resulted in successful settlement of disputes.

9. Learned counsel for the parties’ state that the parties have arrived at a settlement and executed a Settlement Agreement dated 21.11.2025 [‘Settlement Agreement’] before the Mediation Centre.

10. Settlement Agreement dated 21.11.2025 executed between the parties has been received from the Registry.

11. Learned counsel for the defendants states that defendant’s obligations as recorded in clause 5 of the Settlement Agreement has already been complied with.

12. Learned counsel for the parties’ states that the parties undertake to remain bound by the terms and conditions recorded in the Settlement Agreement and the suit can be disposed of in terms thereof.

13. This Court has perused the terms and conditions of the Settlement Agreement and has heard the learned counsels for the parties.



14. 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.

15. This Court is satisfied that the Settlement Agreement entered between the parties is lawful and satisfies the requirements of Order XXIII Rule 3 CPC. The Settlement Agreement is marked as **Exhibit C**.

16. The compromise contained in the aforesaid Settlement Agreement is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement.

17. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.

18. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 21.11.2025 executed between the parties.

19. The Registry of this Court is directed to draw a decree sheet in terms of this order, and it is directed that the Settlement Agreement dated 21.11.2025 shall form part of the said decree.

Refund of Court Fee

20. Learned counsel for the plaintiff requests for refund of Court fees in view of the settlement arrived between the parties through the process of mediation.

21. Keeping in view the aforesaid facts, the registry is directed to refund

¹(2010) 8 SCC 24



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.

22. It is clarified that in case there is any non-compliance of the decree, and either party approaches this Court for execution of the decree, the said party will be liable to pay the entire court fees.

23. Pending applications, if any, are disposed of.

24. All future dates stand cancelled.

25. 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 18, 2025/hp/AM