



\$~45(25.11.2025)

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

+ **CS(COMM) 776/2023**

DABUR INDIA LIMITED

.....Plaintiff

Through: **Ms. Akansha Singh, Adv (through
VC)**

versus

**MI LIFESTYLE MARKETING GLOBAL PRIVATE LIMITED &
ANR.**

.....Defendants

Through: **Ms. Priya Adalakha & Ms. Urvi
Nama, Advs**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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26.11.2025

This matter is taken up today on account of public holiday declared on 25.11.2025 on the occasion of 350th anniversary of 'Guru Teg Bahadur's Martyrdom Day'.

1. The present suit has been filed for permanent injunction restraining infringement of copyright, trademark, passing off along with other ancillary reliefs.
2. Learned Joint Registrar (J) vide order dated 14.08.2025 forwarded the matter to the Delhi High Court Mediation and Conciliation Centre ['SAMADHAN'], after hearing the submissions of the counsel and recording consent on Mediation Memo. The mediation has resulted in successful settlement of disputes.
3. Settlement Agreement dated 04.11.2025 executed between the parties



has been received from the Registry.

4. Learned counsel for the parties' states that the parties undertake to remain bound by the terms and conditions recorded in the Settlement Agreement dated 04.11.2025 and the suit can be disposed of in terms thereof.

5. This Court has heard the learned counsels for the parties.

6. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd¹** while dealing with the Section 89 of the Code of Civil Procedure, 1908 ['CPC'] has observed that a settlement agreement executed through the process of mediation be placed before the Court for recording it and disposing of the suit in its terms and while dealing through the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

7. This Court has perused the terms and conditions of the Settlement Agreement and is satisfied that the Settlement Agreement dated 04.11.2025 entered between the parties is lawful and satisfies the requirements of Order XXIII Rule 3 CPC. Therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement. The agreement is taken on record and marked as **Exhibit-C**.

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

9. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 04.11.2025 executed between the parties.

10. It is noted that the copy of the Settlement Agreement dated



04.11.2025 placed before this Court is in black and white, however, the parties have executed the agreement in colour, and this is relevant vis a viz Annexure-5 of the said agreement. The Defendant is granted liberty to place on record the colour copy of Settlement Agreement within one (1) week.

11. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the coloured copy of the Settlement Agreement dated 04.11.2025 shall form part of the said decree.

Refund of court fee

12. Learned counsel for the Plaintiff requests for 100% refund of Court fee in view of the settlement arrived between the parties.

13. 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 100% Court Fee in favour of Plaintiff within four (4) weeks, in accordance with law.

14. All future dates stand cancelled.

15. Pending applications, if any, stands disposed of.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 26, 2025/sk/AM

¹ (2010) 8 SCC 24.