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

+ **CS(COMM) 953/2024 & I.A. 43406/2024 I.A. 4751/2025**

**BASF AGRO BV ARNHEM (NL) ZWEIGNIEDERLASSUNG
FREIENBACH**Plaintiff

Through: Mr. Naqeeb Nawab, Mr. Prakhar
Singh, Mr. Nipun Sharma & Mr.
Vibhav Singh, Advs.

versus

**BHAUSAHEB NIMBA AHIRE TRADING AS M/S. SENSUS AGRI
SOLUTION & ANR.**Defendants

Through: Mr. Tushar Manohar Khairnar & Mr.
Rajat Kumar Bharti, Advs. for D-1.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **09.12.2025**

1. The present suit has been filed seeking permanent injunction restraining infringement of trademarks and passing off and other ancillary reliefs against the defendants.
2. Learned counsel for the parties state that parties have arrived at settlement before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre') and have executed the Settlement Agreement dated 27.11.2025.
3. Settlement Agreement dated 27.11.2025 executed between the parties has been received from the Registry and is duly signed by the counsels as well as the parties.
4. Learned counsel for the defendants states that all obligations assumed



under the settlement agreement have been performed by the defendants except the obligations enlisted at clauses 1.7 and 1.8 of the Settlement Agreement dated 27.11.2025.

5. He states that defendants undertake to comply with the said obligations within the time period stipulated therein.

6. Learned counsel for the plaintiff confirms the aforesaid submission of the defendants.

7. He states that defendants have agreed to suffer a decree of permanent and mandatory injunction in terms of the prayer clause (a), (b) and (c) at paragraph '82' of the plaint.

8. He states that in view of the obligations undertaken by the defendants in this agreement, plaintiff has agreed to forego the reliefs prayed for at prayer clauses (d), (e), (f) and (g) at paragraph '82' of the plaint.

9. Learned counsel for the plaintiff and defendants state that parties undertake to remain bound by the terms of the Settlement Agreement dated 27.11.2025.

10. This Court has heard the learned counsels of the parties and perused the Settlement Agreement dated 27.11.2025.

11. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with Section 89 of the Code of Civil Procedure, 1908 ('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. And, while dealing with the settlement the Court should apply the principles of Order XXIII Rule 3 CPC and make a

¹ (2010) 8 SCC 24



decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

12. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 27.11.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

13. The compromise contained in the aforesaid Settlement Agreement dated 27.11.2025 is lawful and therefore, this Court does not find any impediment in decreeing the suit in terms of the Settlement Agreement dated 27.11.2025. The agreement is taken on record and marked as **Exhibit-C**.

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

15. Consequently, the captioned suit is hereby decreed in terms of the settlement agreement dated 27.11.2025 executed between the parties.

16. The Registry of this Court is directed to prepare a decree in terms of this order and it is directed that the settlement agreement dated 27.11.2025 shall form part of the said decree.

Refund of Court fee

17. Keeping in view the aforesaid facts, the registry is directed to refund 50% 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.

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

19. All future dates stand cancelled.

20. Interim orders, if any, stand merged into the final decree.

21. 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 9, 2025/hp/IB