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

+ **CS(COMM) 971/2024 & I.A. 43861/2024**

ADIDAS AG & ANR.

.....Plaintiffs

Through: Mr. Anubhav Chhabra, Ms. Ritu
Khandelwal and Ms. Sejal Tayal,
Advs.

versus

AMAN TRADING AS BALDEV BOOT HOUSE & ORS.

.....Defendants

Through: Mr. Ashutosh Kumar Pandey, Adv.
(Through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 10.12.2025

1. This suit has been filed seeking permanent injunction restraining infringement of trademark, passing off, unfair competition and other ancillary reliefs.
2. This Court vide order dated 03.03.2025, 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.
3. Learned counsel for the parties' state that the parties have arrived at a settlement and executed a settlement agreement dated 19.08.2025 before the Mediation Centre.
4. The settlement agreement dated 19.08.2025, executed before the



Mediation Centre, has been placed on record. The settlement agreement is duly signed by the parties and their respective counsels.

5. Learned counsel for the defendants states that the defendants acknowledge the proprietary rights of the plaintiffs in their mark set out in the plaint.

6. He states that the defendants have undertaken to pay a token of Rs. 2 lakhs to the plaintiffs, and a demand draft to the said sum has already been handed over to the plaintiffs.

7. He states that defendants undertake to destroy and dispose of the infringing goods seized during the local commission on or before 17.12.2025 in the presence of the representative of the plaintiffs.

8. Learned counsel for the plaintiffs confirms the aforesaid submission of the defendants.

9. This Court has heard the learned counsels of the parties and perused the Settlement Agreement dated 19.08.2025.

10. 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.

11. This Court has perused the terms of the settlement agreement dated 19.08.2025 and is satisfied that it satisfies the requirements of Order XXIII Rule 3 CPC. The settlement agreement is marked Exhibit C.



12. The compromise contained in the aforesaid settlement agreement dated 19.08.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid settlement agreement dated 19.08.2025.

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

14. The defendants shall ensure that their undertaking given at clause '11' of the settlement agreement dated 19.08.2025 is complied with on or before 17.12.2025.

15. Consequently, the captioned suit is decreed in terms of the settlement agreement dated 19.08.2025 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 19.08.2025 shall form part of the said decree.

Refund of Court Fees

17. Learned counsel for the plaintiffs' requests for refund of Court fees in view of the settlement arrived between the parties through the process of mediation.

18. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of plaintiffs 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.

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

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

21. All future dates stand cancelled.

¹(2010) 8 SCC 24



22. 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 10, 2025/aa