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

+ **CS(COMM) 1007/2024**

THE FOUNDRY VISIONMONGERS LIMITED.Plaintiff

Through: Mr. Rahul Beruar, Mr. Deepesh
Bhardwaj and Ms. Nidhi Jain, Advs.

versus

DALTA RAGHU VARMA AND ORSDefendants

Through: Mr. Kushal Choudhary, Adv.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **26.08.2025**

CS(COMM) 1007/2024 & I.A. 44940/2024

Impleadment of Defendant No.6

1. Learned counsel for the parties state that in the term of the Settlement Agreement dated 16.07.2025, Wonder Digipost Studios Pvt. Ltd., which is a sister concern of Defendant No. 5 has also undertaken to abide by the decree and the payment schedule under the said settlement agreement.
2. They, therefore, pray that at the oral request of the parties Wonder Digipost Studios Pvt. Ltd. may be impleaded as Defendant No. 6.
3. Learned counsel for the Defendants states that he will file an affidavit of the director of the proposed Defendant No. 6 undertaking to abide by the Settlement Agreement dated 16.07.2025 and the decree passed by this Court within a period of one (1) week. He states that he has instructions to make this statement. The statement is taken on record.
4. On the oral prayer of the plaintiff and defendants, the Wonder



Digipost Studios Pvt. Ltd., is impleaded as Defendant No. 6.

5. Defendant No. 6 is directed to file an affidavit within one (1) week accepting the settlement agreement, decree and this order.

6. The plaintiff is directed to file an amended memo of parties be filed within two (2) weeks.

7. In case, the plaintiff and defendants failed to file an amended memo of parties, the registry is directed to list the matter before Court.

Decree on the basis of settlement

8. The present suit has been filed for permanent injunction restraining infringement of copyright, rendition of accounts, damages etc.

9. This Court *vide* order dated 19.03.2025 recorded the submission of the Defendants to the effect that they wanted to settle the matter with Plaintiff and therefore, the Court on the basis of the said statement referred the parties to mediation. The mediation has resulted in successful settlement of disputes.

10. Settlement Agreement dated 16.07.2025 executed between the parties has been received from the registry and is placed on record.

11. Learned counsels for the parties states that in terms of Settlement Agreement 16.07.2025, Defendants herein have undertaken to purchase six (6) licenses and make payments in installments as per the schedule set out in 'Document B' annexed to the Settlement Agreement dated 16.07.2025.

12. It is stated that the suit may be decreed in terms of the Settlement Agreement dated 16.07.2025 and conditions set out in the said agreement as well as in terms of prayer clause '62 (a)' of the plaint.

13. It is stated that in view of Settlement Agreement dated 16.07.2025, the Plaintiff has undertaken to not press for the reliefs prayed for at prayer



clause '62 (b)', '62 (c)' and '62 (d)' of the plaint.

14. Learned counsel for the Plaintiff and Defendants state that they are bound by the terms of the Settlement Agreement dated 16.07.2025.

15. This Court has heard the learned counsel for the Plaintiff and the Defendants and perused the Settlement Agreement dated 16.07.2025.

16. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹ 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.

17. This Court is satisfied that the compromise contained in the aforesaid Settlement Agreement dated 16.07.2025 is lawful and satisfies the requirements of Order XXIII Rule 3 CPC. Therefore, this Court does not find any impediment in decreeing the underlying suit in terms of the aforesaid Settlement Agreement dated 16.07.2025.

18. The statements and undertaking given by the learned counsel for the parties are accepted by this Court and the parties are held bound by the same.

19. Consequently, the captioned Suit is decreed in terms of the Settlement Agreement dated 16.07.2025 executed between the parties and in terms of the prayer clause '62 (a)' of the plaint.

14. 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 16.07.2025 shall form part of the said decree.

Refund of Court fees

20. Learned counsel for the Plaintiff requests for refund of Court fee in view of the settlement arrived between the parties. He states that he would be satisfied if 100% of the Court fee is refunded in favour of the plaintiff.

21. Accordingly, the registry is directed to refund Court fee of 100% in favour of the plaintiff within four (4) weeks.

22. 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 & Ors²**.

23. Pending applications, if any, stands 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

AUGUST 26, 2025/hp

¹ 2010 8 SCC 24.

² (2021) 3SCC 560.