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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1016/2024 & I.A. 45106/2024 I.A. 45107/2024 I.A. 8991/2025**

GRUPO BIMBO, S.A.B. DE C.V.Plaintiff

Through: **Ms. Shikha Sachdeva, Ms. Kriti Rath
and Ms. Radhika Arora, Advocates**

versus

CHEFERD FOODS PRIVATE LIMITEDDefendant

Through: **Mr. Vivek Tyagi, Advocate**

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

ORDER

% **18.11.2025**

1. Learned counsels for the parties state that parties have arrived at a settlement and have executed a Settlement Agreement dated 22.09.2025 before the Delhi High Court Mediation and Conciliation Centre.
2. Learned counsel for the defendant states that under the terms of the Settlement Agreement, the defendant has acknowledged the proprietary rights of the plaintiff in its trademarks enlisted in the plaint and has undertaken not to use the infringing marks or any other mark similar to the plaintiff's marks. The defendant has also consented to suffer a decree of permanent injunction in terms of prayer clause (a) of the plaint.
3. He states that the defendant also undertakes to abide by all the other terms and conditions set out in the Settlement Agreement.
4. Learned counsel for the plaintiff states that in view of the undertaking



given by the defendant as recorded in the Settlement Agreement and their consent to suffer a decree of permanent injunction, the plaintiff is not pressing for any further reliefs for damages or costs.

5. The parties jointly request that the suit be decreed in terms of prayer clause (a) of the plaint and as per the terms and conditions of the Settlement Agreement.

6. 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 a settlement agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement, 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 is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 22.09.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

8. The compromise contained in the aforesaid Settlement Agreement dated 22.09.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 22.09.2025. Settlement Agreement dated 22.09.2025 is marked as **Exhibit-C**.

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

10. Consequently, the captioned suit is decreed in terms of the prayer

¹ (2010) 8 SCC 24.



clause (a) of the plaint and as per the terms and conditions of the Settlement Agreement executed between the parties.

11. 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 22.09.2025 shall form part of the said decree

Refund of court fee

12. Learned counsel for the Plaintiffs states that in view of the compromise recorded between the parties and the early disposal of the suit, the Plaintiff prays for a 100% refund of the court fee deposited.

13. Keeping in view the aforesaid facts, the Registry is directed to refund 100% Court Fee in favour of the Plaintiff within four (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 A of the Court Fees Act, 1870, read with Section 89 of CPC.

14. Pending applications, if any, stand disposed of.

15. Future dates, if any, stand cancelled.

16. 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

NOVEMBER 18, 2025/mt/AJ