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

+ CS(COMM) 1032/2024, I.A. 45571/2024-Stay

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

Through: Mr. Naweeb Nawab, Ms. Apurva
Bhutani, Ms. Sejal Tayal and Mr.
Ashutosh Ranga, Advs.

versus

MR. KAPIL GARG & ORS.Defendants

Through: Counsel (appearance not given)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

29.05.2025

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1. At the outset, learned counsel for the plaintiff and the defendants submit that the disputes *inter se* the plaintiff and the defendants in the present *lis* have been settled, and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 23.05.2025 before the Delhi High Court Mediation and Conciliation Centre (**DHCMCC**), which is forming a part of record. As such, learned counsel for the plaintiff and the defendants pray for passing a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 in terms thereof.

2. Learned counsel for the plaintiff also submits that, in view of the Settlement Agreement dated 23.05.2025 arrived *inter se* the plaintiff and the defendants, the plaintiff does not wish to press for any other relief



qua any of the defendants.

3. Learned counsel of the plaintiff and the defendants confirm the terms of the Settlement Agreement dated 23.05.2025 and identify the signatures of their respective clients.

4. This Court has perused the terms of Settlement Agreement dated 23.05.2025 as recorded *inter se* the plaintiff and the defendants and finds them to be lawful.

5. Learned counsel for the plaintiff prays that since the disputes between the parties have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

6. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

7. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff at ZEUS IP Advocates LLP, B-1, Sector-2, Noida, Uttar Pradesh- 201301.

8. In light of the above, the present suit is decreed in terms of the settlement arrived between the plaintiff and the defendants as recorded in the Settlement Agreement dated 23.05.2025.

9. Needless to mention, the plaintiff and the defendants shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 23.05.2025.

10. Registry is directed to draw up the Decree Sheet.

11. Needless to mention, the Settlement Agreement dated 23.05.2025,



shall form a part of the Decree Sheet.

12. Accordingly, in view of the above, the present suit, alongwith the pending application, stands disposed of.

MAY 29, 2025/Ab

SAURABH BANERJEE, J