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

+ **CS(COMM) 1060/2024**

DCM SHRIRAM LIMITED

.....Plaintiff

Through: **Mr. Shantanu Sahay and Mr. Swastik
Bisariya, Advs.**

versus

MR ARVIND KUMAR & ANR.

.....Defendant

Through: **Mr. Bhuvnesh Chauhan, Adv.**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 15.12.2025

I.A. 31339/2025

1. This is an application filed by the plaintiff seeking preponement of the hearing dated 16.03.2026. It is stated that the parties have arrived at a settlement before the Delhi High Court Mediation and Conciliation Centre ['SAMADHAN'] and have executed a Settlement Agreement dated 16.10.2025 ['Settlement Agreement'].
2. Learned counsel for the defendant states that he also joins the plaintiff in the request for preponement of hearing.
3. The application is hereby allowed.

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4. The matter is taken up today with the consent of the parties.
5. The present suit has been filed seeking permanent injunction restraining infringement of trademark, copyright and passing off along with other ancillary reliefs.



6. At the outset, learned counsel for the plaintiff states that the plaintiff is not pressing its reliefs against defendant no. 2 and seeks liberty to withdraw the suit against the defendant no. 2 unconditionally.
7. The said statement is taken on record, and the suit is dismissed as withdrawn vis-à-vis defendant no. 2, without any liberty reserved.
8. Vide order 29.07.2024, learned Joint Registrar (J) referred the plaintiff and defendant no. 1 to the SAMADHAN for amicable settlement of disputes. The mediation has resulted in successful settlement of disputes.
9. Settlement Agreement dated 16.10.2025 executed between the plaintiff and defendant no. 1 has been handed over to the Court and is marked as **Exhibit C**.
10. Learned counsel for the defendant states that the defendant no.1, as per the terms of the Settlement Agreement, has undertaken to executory obligations and undertakes to remain bound by the Settlement Agreement and to comply with them in the time period stipulated in the terms and conditions of the Settlement Agreement.
11. This Court has perused the terms and conditions of the Settlement Agreement and has heard the learned counsels for the parties.
12. 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.



13. This Court is satisfied that the Settlement Agreement entered between the parties is lawful and satisfies the requirements of Order XXIII Rule 3 CPC. Therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement.

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

15. Consequently, the captioned suit is decreed in terms of the Settlement Agreement executed between the plaintiff and defendant no. 1.

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 shall form part of the said decree.

17. The plaintiff is directed to follow up with SAMADHAN to ensure that the copy of the Settlement Agreement is placed on record.

Refund of Court Fee

18. Learned counsel for the Plaintiff requests for refund of Court fee in view of the settlement arrived between the parties.

19. Keeping in view the aforesaid facts and having regard to Section 16 and 16A of the Court Fees Act, 1870, the registry is directed to refund Court Fee in favour of Plaintiff within four (4) weeks, in accordance with law.

20. Pending applications are disposed of.

21. All future dates stand cancelled.

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

23. 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

¹ (2010) 8 SCC 24



physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 15, 2025/msh/AM