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

+ **CS(COMM) 1121/2024**

CAPITAL FOODS PRIVATE LIMITED

.....Plaintiff

Through: Mr. Dhruv Anand, Mr. Rohil Bansal
and Mr. Chirayu Prahlad, Advs.

versus

SAJEEV PREM KESWANI & ORS.

.....Defendants

Through: Mr. Prakhar Sharma, Ms. Priya Uppal
and Mr. Ayush Malik, Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **05.12.2025**

I.A. 30450/2025

1. This is an application under Section 151 of the Code of Civil Procedure, 1908 filed by the plaintiff seeking advancement of hearing.
2. For the reasons stated in the application, the application is allowed and the matter is taken up on board.
3. With the aforesaid direction, this application stands disposed of.

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4. The present suit has been filed by the plaintiff seeking a decree of permanent injunction restraining infringement of copyrights to the packaging/trade-dress, infringement of trademarks, passing off, and other ancillary reliefs.
5. The learned Joint Registrar (J) vide order dated 19.02.2025 referred the matter to Samadhan-Delhi High Court Mediation and Conciliation



Centre [‘Mediation Centre’], with the consent of the parties. The mediation has resulted in successful settlement of disputes.

6. Learned counsels for the parties’ state that the parties have arrived at a settlement before Mediation Centre and have executed a Settlement Agreement dated 24.11.2025.

6.1. Learned counsels for the parties’ state that the terms of the settlement are set out therein and the defendants have conceded that a decree of permanent injunction in terms of the prayer clause(s) (a), (b), (c) and (d) of paragraph no. 72 of the plaint can be passed in favour of the plaintiff and against the defendants.

7. Learned counsel for defendant no. 1 state that defendant no. 1 has undertaken to pay the damages of Rs. 7 lakhs as one-time settlement amount to the plaintiff and has already handed over the demand draft for the said amount. He states that the same is recorded at Clause 9 of Settlement Agreement dated 24.11.2025.

8. Learned counsel for the plaintiff confirms the receipt of the said demand draft and states that in view of this settlement, the plaintiff is not pressing for any further reliefs of delivery up, rendition of accounts, damages and costs as prayed at paragraph no. 72 (e), (f), (g), and (h) of the plaint.

9. Learned counsels for the parties’ state that the parties undertake to remain bound by the terms and conditions recorded in Settlement Agreement dated 24.11.2025 and pray that the suit be decreed in terms thereof.

10. This Court has heard the learned counsels for the parties.

11. Settlement Agreement dated 24.11.2025 executed between the parties



has been received from the registry.

12. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with Section 89 of 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; and 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 has perused the terms and conditions of the Settlement Agreement 24.11.2025 entered between the parties and is satisfied that the same is lawful and satisfies the requirements of Order XXIII Rule 3 CPC. The Settlement Agreement dated 24.11.2025 is taken on record and marked as **Exhibit-C**.

14. However, at Clause 14 of the of the Settlement Agreement 24.11.2025, the defendants have given an undertaking that the defendants shall not violate the permanent injunction suffered by it and in case, there is any such violation by any defendant then the said defendant will be immediately liable to pay damages of Rs. 25 lakhs.

14.1. The parties state that they understand that in case any defendant commits any violation of the decree of permanent injunction entitling the plaintiff to damages; for the purpose of claiming relief of damages of Rs. 25 lakhs, the plaintiff will have to institute a fresh suit for adjudication of the claims of damages.

14.2. However, it is clarified by the Court that for implementation of the decree of permanent injunction passed today, the plaintiff would be entitled



to seek reliefs in execution.

15. This Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound, by the same.

16. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 24.11.2025 executed between the parties and in terms of prayer clause(s) 72(a), (b), (c), and (d) of the plaint. The interim order dated 16.12.2024 shall merge into the final decree.

17. The suit qua reliefs sought at paragraph no. 72(e), (f), (g), and (h) of the plaint is disposed of as not pressed.

18. 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 24.11.2025 shall form part of the said decree.

Refund of Court Fees

19. Learned counsel for the plaintiff requests for 100% refund of Court Fees in view of the settlement arrived between the parties.

20. 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 100% Court Fees in favour of Plaintiff within four (4) weeks, in accordance with law.

21. Pending applications are disposed of.

22. All future dates stand cancelled.

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

¹ (2010) 8 SCC 24



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 5, 2025/msh/MG