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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 1158/2024 & I.A. 48954/2024 I.A. 152/2025 I.A. 401/2025

UPWORK GLOBAL INC. AND ANR.Plaintiffs
Through: Mr. Vardaan Anand & Ms. Ruchika
Yadav, Advocates

versus

ADITYA PRAJAPATI AND ORS.Defendants
Through: Mr. Kartikey Sikka, Mr. Kunal
Gosain, Advocates for D-1 & D-2

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

ORDER

% **29.08.2025**

1. The present suit is filed seeking relief of permanent injunction restraining infringement of trademarks, passing off, etc.
2. This Court *vide* order dated 17.02.2025 referred the parties to mediation under the aegis of Delhi High Court Mediation and Conciliation Centre ['Mediation Centre']. The mediation has resulted in successful settlement of disputes.
3. Settlement Agreement dated 27.06.2025 executed between the parties before the mediation centre has been received from the registry and is placed on record.
4. Learned counsels for the parties' states that after the execution of the Settlement Agreement dated 27.06.2025, there is no outstanding executory obligation, which is to be performed on the part of the Defendants.
5. They state that the Defendants are ready to suffer a decree in terms of



the present Settlement Agreement dated 27.06.2025.

6. Learned counsel for the Defendant Nos. 1 and 2 states that the said Defendants have already taken steps in accordance with clauses 6, 7, 10 and 14 of the Settlement Agreement dated 27.06.2025.

6.1. He states that due intimation of the steps taken by the said Defendants have been shared with the Plaintiffs.

7. Learned counsel for the Plaintiff states that in terms of clause 17, the Plaintiff does not press for the remaining reliefs prayed for in the suit.

8. 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 should be placed before the Court for recording it and disposing of the suit in its terms. And, while doing that 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.

9. This Court is satisfied that the compromise contained in the aforesaid Settlement Agreement dated 27.06.2025 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 27.06.2025.

10. 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.

11. The Defendant Nos. 1 and 2 are directed to ensure that the



applications, which are mentioned in clauses 6, 7 and 10 are duly pursued before the trademark registry and Plaintiffs will also be at liberty to follow up with the trademark registry for the acceptance of the said applications.

12. Consequently, the captioned Suit is decreed in terms of the Settlement Agreement dated 27.06.2025 executed between the parties.

13. 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 27.06.2025 shall form part of the said decree.

Refund of the Court Fees

14. Learned counsel for the Plaintiffs requests for refund of Court fee in view of the settlement arrived between the parties through the process of mediation.

15. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiff No. 1 within four (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 of the Court Fees Act, 1870, read with Section 89 of CPC.

16. Pending applications, if any, stands disposed of.

17. All future dates stand cancelled.

18. 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 29, 2025/mt/sk

¹ 2010 8 SCC 24.