



\$~28

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

+ **CS(COMM) 1192/2024 & I.A. 49732/2024**

JOY CREATORS LLP

.....Plaintiff

Through: Mr. Hemant Daswani, Ms. Soumya
Bajpai, Ms. Pranjal and Mr. Kunal
Prakash, Advocates

versus

BEST MEDICALS & ORS.

.....Defendants

Through: Mr. Rahul Shyam Bhandari, Ms. G.
Priyadarshni, Mr. Satyam Pathak and
Mr. Prabhakar Pahepur, Advocates
for D-1 & D-2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

%

08.08.2025

I.A. No. 49732/2024

1. This is an application filed by the plaintiff under Order XXXIX Rules 1 and 2 CPC. This Court vide order dated 24.12.2024 passed an ex-parte ad-interim injunction was also granted in favour of the plaintiff and against the defendants.

2. Learned counsel for the defendant states that the defendant has no objection to the said order being made absolute.

3. In view of the aforesaid submissions, the interim order dated 24.12.2024 is made absolute and the application stands disposed of.

CS(COMM) 1192/2024

4. The present suit has been filed by the plaintiff seeking relief of permanent injunction for infringement of trademark, passing off, unfair competition, rendition of accounts, delivery up, damages etc. The plaintiff is the proprietor of the trademark 'JOY'.



5. Summons were issued to the defendants on 24.12.2024, and an ex-parte ad-interim injunction was also granted in favour of the plaintiff and against the defendants vide the same order dated 24.12.2024.
6. On the joint request of the parties, the matter was referred to the Delhi High Court Mediation and Conciliation Centre [SAMADHAN] on 08.04.2025. A mediation report dated 13.05.2025 was received from SAMADHAN recording that after various meetings being held between the parties, no settlement could be arrived at and the mediation proceedings ended as 'not settled'. The matter was sent back to the Court and is listed today.
7. Learned counsels for the parties jointly submit before this Court that the parties are ready and willing to settle.
8. Learned counsel for the defendants, on instructions, submits that defendants will pay Rs. 1,50,000/- as full and final settlement amount to the plaintiff qua its claim of damages and costs. He states that the defendants are willing to suffer a decree of permanent injunction in terms of prayer clauses (a) and (b) mentioned at paragraph 30 of the plaint. He states that defendants admit that plaintiff is the proprietor of the trademark 'JOY'. He states that defendants have offered in writing a declaration dated 23.04.2025 to the plaintiff during mediation and are agreeable to act in accordance with the said undertaking. He states that the suit may be disposed of in terms of the said declaration. He states that an affidavit of undertaking in terms of the said declaration dated 23.04.2025 shall be filed before this Court within two (2) weeks.
9. In response, learned counsel for the plaintiff states that plaintiff is agreeable to settle the matter on the aforesaid terms, upon defendant paying



the settlement amount of Rs. 1,50,000/- towards costs and compensation. He states that he has perused the terms of declaration dated 23.04.2025 and the same are acceptable. He also prays that in view of this settlement, considering that the suit is at pre-issues stage, the court fee may be refunded to the plaintiff.

10. The Court Master is directed to retain the copy of the declaration dated 23.04.2025 on record.

11. In the considered opinion of this Court the said settlement arrived at between the parties is lawful and there is no impediment in decreeing the suit in terms of the settlement entered between the parties. Since parties are not at issue on any question of fact or law, the suit can be decreed under Order XV Rule 1 CPC.

12. The statements and undertakings given by the parties are accepted by this Court and the parties are held bound by the same.

13. The plaintiff and defendant both are directed to file their respective undertakings accepting the terms of settlement within two (2) weeks. The defendants undertaking will also contain the terms set out in declaration dated 23.04.2025.

14. The defendant is directed to remit the amount of Rs. 1,50,000/- to the plaintiff within two (2) weeks. The said payment will be received by the plaintiff in full and final settlement in claims for damages and costs. The relief of prayer clause 30(c) and (d) of the plaint are disposed of as satisfied.

15. The suit is decreed in favour of the plaintiff and against the defendant in terms of the prayer clauses 30(a) and (b) of the plaint.

16. The Registry of this Court is directed to prepare a decree in terms of this order. The terms and conditions of the settlement set out in this order



shall form part of the decree.

17. Learned counsel for the plaintiff states that in view of the settlement recorded between the parties and the early disposal of the suit, the plaintiff prays for refund of the court fee deposited.

18. Keeping in view the aforesaid facts and the resolution of disputes through settlement, the registry is directed to refund 100% Court Fee in favour of plaintiff within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors**¹.

19. Pending applications are disposed of.

20. All future dates stand cancelled.

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

22. List for verifying compliance of the directions set out in paragraph nos. 14 and 15 before Court on **08.10.2025**.

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

MANMEET PRITAM SINGH ARORA, J

AUGUST 8, 2025/hp/AM

¹ (2021) 3 SCC 560.