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

+ CS(COMM) 842/2017, I.A. 3542/2020
DASSAULT SYSTEMES AUSTRALIA PTY LTD. & ANR.

.....Plaintiffs

Through: Ms. Vareesha Irfan, Advocate.

versus

N K AGARWAL & ORS.Defendants

Through: Mr. Pallav Mongia, Mr. Anubhav Mishra and Ms. Shashank Dwivedi, Advocates.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **07.07.2025**

1. At the outset, learned counsel for the parties submit that the parties have since resolved their disputes before the Delhi High Court Mediation and Conciliation Centre (**DHCMCC**) and the said terms of settlement arrived at *inter se* them have also been reduced to writing in the form of a Settlement Agreement dated 21.05.2025, which is forming a part of the record.

2. Learned counsel for the parties make a joint oral prayer before this Court for passing of a consent decree in terms of the said Settlement Agreement dated 21.05.2025.

3. Learned counsel for the plaintiffs further submits that, in view of the settlement arrived *inter se* the plaintiffs and the defendants, the plaintiffs do not wish to press for any other relief(s) *qua* the defendants.



4. Learned counsel of the plaintiffs and the defendants confirm the terms of the Settlement Agreement dated 21.05.2025 and identify the signatures of their respective clients thereon as well.
5. This Court has perused the terms of the Settlement Agreement dated 21.05.2025 as recorded *inter se* the plaintiffs and the defendants and finds them to be lawful.
6. Accordingly, the present suit is decreed in terms of the settlement arrived between the plaintiffs and the defendants as recorded in the Settlement Agreement dated 21.05.2025.
7. The Registry is directed to draw up a Decree Sheet.
8. Needless to say, the Settlement Agreement dated 21.05.2025, shall form a part of the Decree Sheet, and the parties shall remain bound by the terms thereof.
9. At this stage, learned counsel for the plaintiffs also makes an oral prayer before this Court for refund of the Court fees paid by the plaintiffs in terms of *Section 16* of the Court Fees Act, 1870, since the disputes between the plaintiffs and the defendant have been amicably settled before DHCMCC.
10. Considering that the disputes *inter se* the plaintiffs and the defendant have been settled amicably, however at the same time also considering that the same remained pending before the Court for a substantial period of time, refund of 50% of the Court fees paid by the plaintiffs is deemed justifiable.
11. Let a Certificate of refund of 50% of the Court fees paid by the plaintiffs be prepared by the Registry and handed over to the learned counsel for the plaintiffs.



12. In view of the above, the captioned suit, alongwith the pending application(s), if any, stands disposed of.

13. Lastly, in terms of *Clause 1(ii)* of the aforesaid Settlement Agreement dated 21.05.2025, the defendants shall deposit/ pay an amount of Rs.1,00,000/- by way of a cheque/ demand draft within a period of *five days* from the disposal of the suit to the plaintiff into the following bank account of the plaintiffs:-

Name: *Anand and Anand*
A/C No. *923020011089968*
Bank: *Axis Bank, DLF Capital Point*
IFSC Code: *UTIB0005140*

SAURABH BANERJEE, J.

JULY 07, 2025/NA