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

+ **CS(COMM) 122/2026**

GOLDSTONE INTERNATIONALPlaintiff

Through: Mr. Rishabh Kapur and Mr. Tanmay
Gupta, Advs.

versus

SHREEJI POLYFAB PVT. LTD.Defendant

Through: Mr. Naresh Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **30.03.2026**

CS(COMM) 122/2026

I.A. 8498/2026 (by defendant under Section 151 CPC)

1. The present application has been filed by the defendant for disposal of the suit in terms of settlement arrived at between the parties before the Delhi High Court Mediation and Conciliation Centre.
2. Mr. Naresh Gupta, learned counsel appearing on behalf of the defendant submits that during pendency of the present suit, the parties were referred to mediation, where they arrived at a settlement, terms whereof have been recorded in the Settlement Agreement dated 19.03.2026. A copy of the said agreement has been filed along with the present application.
3. It is stated that in terms of the said settlement, the defendant has paid an amount of Rs.15,00,000/- to the plaintiff.
4. Mr. Rishabh Kapur, learned counsel appearing on behalf of the



plaintiff acknowledges receipt of the said amount. He submits that the plaintiff has no objection in case the suit is disposed of in terms of the Settlement Agreement dated 19.03.2026.

5. The Court has gone through the terms of Settlement Agreement dated 19.03.2026 and find the same to be lawful, therefore, there is no impediment in decreeing the suit in terms of the said settlement.

6. Accordingly, the application is allowed, and suit is decreed in terms of the Settlement Agreement dated 19.03.2026, which shall form part of the decree. The terms of the Settlement Agreement have already been complied with.

7. At this stage, Mr. Rishabh Kapur, learned counsel appearing on behalf of the plaintiff prays for the refund of court fee on the ground that parties have arrived at settlement.

8. It is noted that the Government of NCT of Delhi has issued a notification published in the Delhi Gazette dated 06.03.2026 *vide* notification no. F. 14 (105)/LA-2026/ jtsecylaw /359-368 titled ***“The Court Fees (Delhi Amendment) Act, 2026”***, whereby Section 16 of the Court Fees Act, 1870 has been substituted and Section 16A has been omitted. The substituted Section 16, as applicable to the National Capital Territory of Delhi, reads as under:

“Section 16 – Refund of Fee:- Where the parties to a suit or appeal, at any stage of such suit or appeal, settle their dispute amicably, with or without the intervention of the Court and with or without invoking any of the modes of settlement of dispute, referred to in section 89 of the Code of Civil Procedure, 1908 (5 of 1908) and the said suit including Counter-claim, if any, or appeal is disposed of as settled/compromised by the court, the plaintiff/Counter-claimant shall be entitled to a certificate from the Court authorizing him to receive



back from the collector/competent officer, the full amount of fee, paid in respect of such plaint/counter claim.”

9. As per Gazette notification dated 06.03.2026, the newly substituted Section 16 has come into force w.e.f. 06.03.2026. Reading of newly substituted Section 16 stipulates that where parties to a suit settle their dispute amicably at any stage of the proceedings and the suit is disposed of as settled/compromised by the Court, even without intervention of ADR, the plaintiff shall be entitled to a certificate from the Court authorizing him to receive back from the Collector/competent officer the full amount of court fee paid in respect of the plaint.
10. Having regard to the fact that the parties have arrived at a settlement, and the suit has been disposed of in terms thereof, this Court is of the view that the plaintiff is entitled to refund of full court fees affixed on the plaint.
11. Accordingly, the Registry of this Court is directed to issue a certificate to the plaintiff for refund of full court fees.
12. The suit and the application stands disposed of in the above terms.
13. The date already fixed before Court i.e. 15.07.2026 stands cancelled.

VIKAS MAHAJAN, J

MARCH 30, 2026

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