



\$~50

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

+ **CS(COMM) 110/2025**

M/S SHREEJI POLYFAB PRIVATE LIMITEDPlaintiff

Through: Mr. Naresh Gupta, Adv.

versus

M/S GOLDSTONE INTERNATIONALDefendant

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

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

%

30.03.2026

CS(COMM) 110/2025

I.A. 8497/2026 (by plaintiff under Order XXIII Rule 1 CPC)

1. The present application has been filed by the plaintiff seeking withdrawal of the suit in terms of settlement arrived at between the parties.
2. Mr. Naresh Gupta, learned counsel appearing on behalf of the plaintiff submits that during pendency of the present proceedings, the parties were referred to mediation where they have 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. He submits that in terms of the said settlement, the plaintiff has to withdraw the present suit whereas the cross-suit filed by the defendant being CS(COMM) 122/2026 titled as *Goldstone International v. Shreeji Polyfab Pvt. Ltd.* will be disposed of in terms thereof. The relevant terms of the



Settlement Agreement dated 19.03.2026 have been brought to the notice of the Court.

4. The factum of settlement is affirmed by Mr. Rishabh Kapur, learned counsel for the defendant.

5. In view of the above, the application is allowed, and the suit is dismissed as withdrawn.

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

7. 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.”

8. 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.

9. 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.

10. Accordingly, the Registry of this Court is directed to issue a certificate to the plaintiff for refund of full court fees.

11. The application and the suit is disposed of in the above terms.

12. The date already fixed before the learned Joint Registrar i.e. 21.05.2026 stands cancelled.

VIKAS MAHAJAN, J

MARCH 30, 2026

aj