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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 214/2024**

NIRANJAN ARVIND GOSAVI AND ORSPlaintiffs
Through: Ms. Vidhi Jain and Dr. Farrukh Khan,
Advocates.

versus

INNOVATIVIEW INDIA PRIVATE LIMITEDDefendant
Through: Mr. Yatin Chadha and Mr. Gurvinder
Singh, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **10.03.2026**

I.A. 5911/2026 (u/O XXIII Rule 3 read with Section 151 of CPC)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC') filed on behalf of the plaintiffs and the defendant.

2. Learned counsel for the parties submit that by virtue of the out of Court settlement talks, the *inter-se* disputes have been resolved. The terms of settlement have been reduced into writing and are enumerated in para 5 of the application. The terms of the settlement arrived at between the parties are as under:

"5. That the parties upon extensive discussions and negotiations, the parties have voluntarily and amicably arrived at a full and final settlement, without admission of liability by either party, and have agreed to be bound by the following terms and conditions, which shall have perpetual and binding effect:

5.1 The Plaintiffs shall withdraw the captioned suit bearing no. CS(COMM) No. 214 of 2024 filed before this Hon'ble Court.

5.2 The Defendant shall withdraw the captioned counter claim bearing no. CC NO. 36/2024 filed before this Hon'ble Court.

5.3 The Defendant, either through itself or through its Directors, Officers, Employees, Agents, Affiliates, Successors, Assigns, Customers, or Business Partners, states that it does not intend to infringe the claims of



Indian Patent No. 336205 as finally granted. However, it is expressly clarified and agreed that the Plaintiffs shall not object to or interfere with the Defendant's independently developed solutions, unless there is a clear, direct, and literal infringement of an express claim of the said patent.

5.4 *The Plaintiffs and the Defendant may, without any obligation, discuss the QR-code-based business opportunities on a case-to-case basis. In the event that no consensus is reached on any such future project, both the parties shall be free to independently engage with the concerned client(s), without any restriction or claim from the other party. It is clarified that this clause does not create any partnership, agency, joint venture, or exclusivity between the parties.*

5.5 *The parties shall have no entitlement to claim remuneration, profit, or financial benefits from the dealings with those self-acquired clients or leads and both parties hereby waive all past, present, and future claims of accounting, profit sharing, or compensation in respect thereof.*

5.6 *That the Plaintiffs are hereby entitled to request this Hon'ble Court to refund the entire Court Fee deposited by the Plaintiffs especially in view of the fact that the Suit has been settled at a very nascent stage. The Defendant undertakes not to object such prayer by the Plaintiff for refund of the court fee.*

5.7 *The Plaintiffs and the Defendant hereby mutually release and forever discharge each other, along with their respective directors, officers, shareholders, employees, affiliates, successors, and assigns, from all claims, demands, causes of action, damages, losses, costs, or liabilities of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or relating to the subject matter of the captioned suit, counter claim, and the Indian Patent No. 336205.*

5.8 *It is expressly agreed that the present settlement is entered into without any admission of liability, wrongdoing, infringement, or invalidity by either party.*

5.9 *The parties agree to keep the terms of the present settlement confidential and shall not make any adverse, derogatory, or disparaging statements against each other in relation to the subject matter of the present proceedings.*

5.10 *The parties expressly agree that the present settlement application embodies the entire and final understanding between the Plaintiffs and the Defendant in relation to the subject matter of the captioned suit and counter claim. All prior negotiations, discussions, communications, correspondences, proposals, term sheets, drafts, representations, assurances, whether oral or written, including emails, messages, and meetings exchanged between the parties prior to the*



execution of the present settlement, stand superseded, extinguished , rendered null and void, and shall have no legal force or effect whatsoever. The parties further agree that no party shall rely upon or seek enforcement of any prior communication or understanding, except as expressly recorded in the present settlement.”

3. According to the learned counsel for the parties, both the parties have agreed to withdraw their respective claims against each other i.e. present suit bearing CS(COMM) No. 214 of 2024 and a Counter Claim bearing CC(COMM) No. 36/2024.

4. This Court has perused the terms of the settlement and finds it lawful. The said terms of settlement are within the contours of Order XXIII Rule 3 of CPC, 1908. There is no impediment in case this Court disposes of the Suit in terms of the settlement arrived at and enumerated in para 5 of the present application.

5. The parties shall remain bound by the terms of the settlement.

6. Accordingly, the suit of the plaintiffs bearing CS(COMM) No. 214 of 2024 as also the Counter Claim of the defendant bearing CC(COMM) No. 36/2024 are permitted to be withdrawn.

7. At request of the learned counsel for the plaintiffs, the plaintiff is entitled to refund of Court Fee in terms of Section 16 of the Court Fees Act, 1970 on completion of all the formalities, as per rules.

8. The suit of the plaintiffs bearing CS(COMM) No. 214 of 2024 as also the Counter Claim of the defendant bearing CC NO. 36/2024 are disposed of accordingly.

9. The next date of hearing fixed before the Joint Registrar (Judicial) i.e. 11.05.2026 and before this Court i.e. 20.03.2026 are cancelled.

TUSHAR RAO GEDELA, J

MARCH 10, 2026/kct