



\$~29

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

+ CS(COMM) 255/2023, I.A. 8165/2023, CC(COMM)2/2024, I.A. 46005/2024, I.A. 46006/2024, I.A. 46494/2024, I.A. 46495/2024 & I.A. 9517/2025

GAUTAM BHATIA

.....Plaintiff

Through: Mr. Unmukt Gera and Avinash K. Sharma, Advocates.

versus

VINAYAK ENTERPRISES

.....Defendant

Through: Mr. Deepak Agarwal, Mr. Abhay Tayal and Mr. Sumit Kumar Agarwal, Advocates.

Mr. Vinay Yadav, CGSC with Ms. Kamna Behrani, Mr. Ansh Kalra, Mr. Neeraj Paulose Raj, Advocates for D-2/Registrar of TM.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

%

09.03.2026

1. Learned counsel for the parties submit that the dispute between the parties, insofar as the Suit as also the Counter Claim are concerned, has been amicably resolved. The Said settlement terms have been reduced into writing *vide* the Settlement Agreement dated 06.02.2026 under the aegis of the Delhi High Court Mediation and Conciliation Centre.
2. The terms of the Settlement have been enumerated in para 1 to para 9 of the Settlement Agreement.
3. In terms of the para 2, which is in respect of a non-exclusive, non-transferable licence to use Patent no. IN 410993 (including for the manufacture of L Shaped paper edge protectors/angle board) from the date of execution of the present Settlement Agreement and shall be limited to



operations within India. The said licence is also stated to be irrevocable and shall remain valid during the subsistence of the said patent. On account of full and final settlement of all claims towards the licence etc., the defendant is to pay a sum of Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand).

4. The said payment has been made in Court today, which has been acknowledged and accepted by the learned counsel for the plaintiff. The said payment has been made *vide* the Demand Draft bearing no. 058281 dated 03.02.2026 drawn on HDFC Bank.

5. The Settlement Agreement alongwith all the annexures is taken on record.

6. The parties are bound by the terms of settlement.

7. Let a decree sheet be drawn up accordingly.

8. The Suit is decreed in terms of the Settlement Agreement arrived at.

9. Since the matter has been settled before the Delhi High Court Mediation and Conciliation Centre, in terms of the Section 16 of the Court Fees Act, 1870 as also Section 89 of the CPC, the plaintiff is entitled of refund of Court Fees.

10. The plaintiff shall be refunded of the Court Fees in terms of the Section 16 of the Court Fees Act, 1870 upon completion of all the formalities as per rules.

TUSHAR RAO GEDELA, J

MARCH 9, 2026

Sumit