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

+ **CS(OS) 174/2020, I.A. 5615/2020, I.A. 4251/2023, I.A. 6474/2024 & I.A. 30497/2024**

DR. GAURAV DAHIYA

.....Plaintiff

Through: Ms. Rashmi Chopra, Sr. Adv. with
Mr. Humraz Bir Singh, Mr. Puneet
Rathi, Mr. Mohd. Shahrukh Qureshi
and Mr. Guriqbal Singh Pantalia,
Advs.

versus

MRS. LEENU SINGH & ORS.

.....Defendants

Through: Mr. Ranbir Singh Kundu, Mr.
Shitanshu Saklani, Mr. Dhruv Malik
and Mr. Naved Ali, Advs. for D-1.
Ms. Mamta Rahi Jha, Mr. Rohan
Ahuja, Ms. Shruttima Ehersa, Ms.
Aiswarya Debadarshini and Ms.
Vareesha Irfan, Advs. for D-2.
Mr. Deepak Gogia, Mr. Aadhar
Nautiyal and Ms. Shivangi Kohli,
Advs. for D-3.
Mr. Varun Pathak, Ms. Amee Rana,
Ms. Radhika Roy and Ms. Varsha
Jhavar, Advs. for D-4.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

13.05.2026

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I.A. 13322/2026 (joint application under Order XXIII Rule 3 read with Section 151 CPC by plaintiff and defendant no.1)

1. The present suit for defamation was filed by the plaintiff. This



application has now been filed jointly by the plaintiff and defendant no.1.

2. It is stated that during pendency of the proceedings, the parties have arrived at settlement, terms whereof have been reduced in writing in the form of compromise deed dated 08.04.2026, copy of which has been annexed to the present application.

3. Ms. Rashmi Chopra, learned senior counsel appearing on behalf of plaintiff submits that the present suit may be decreed *qua* the defendant no.1, in terms of settlement and the interim order granted by this Court *vide* order dated 15.07.2020, which was modified *vide* order dated 14.08.2020, may be made absolute.

4. Learned counsels appearing on behalf of defendant nos. 2, 3 and 4 have no objection in case such a course is adopted.

5. In view of the above, the present application is allowed and the suit is decreed against the defendant no.1 in terms of the compromise deed dated 08.04.2026, which shall form part of the decree. The plaintiff and the defendant no.1 shall remain bound by the terms of the said compromise.

6. It is further directed that the interim order dated 15.07.2020 read with 14.08.2020, is made absolute.

7. At this stage, Ms. Chopra submits that after the filing of the present suit, same offending articles have also been uploaded by other entities. If that be the case, the plaintiff is at liberty to request such entities on the basis of the present order and the compromise deed, to remove such URLs.

8. In the event the request is not acceded to, the plaintiff shall be at liberty to take legal recourse in accordance with law.

9. The legal objections raised by the defendant nos. 2, 3 and 4 in their respective written statements are left open.



10. At this stage, Ms. Rashmi Chopra seeks refund of the court fees since the parties have arrived at settlement.

11. 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.”

12. 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.

13. 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.

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

15. Pending applications stand disposed of.

VIKAS MAHAJAN, J

MAY 13, 2026

N.S. ASWAL