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

+ **CS(COMM) 639/2025 & I.A. 15013/2025**

HERO INVESTCORP PRIVATE LIMITED & ANR.Plaintiffs

Through: Ms. Aastha Sharma, Mr. Arman
Bhardwaj, Advocates.

versus

GUNWAL SPORTSDefendant

Through: Mr. Harkesh, defendant in person
(through VC)

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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07.01.2026

1. Learned counsel appearing for the plaintiff states that the disputes between the parties have been settled amicably under the aegis of the Delhi High Court Mediation and Conciliation Centre. The terms of the settlement have been reduced into writing by the Settlement Agreement dated 02.12.2025. The terms of settlement are enumerated in para (i) to (xv) of the Settlement Agreement.

2. This Court has perused the terms of settlement agreed between the parties and does not find any impediment in passing the decree in terms thereof. The Settlement Agreement has been signed by the parties and learned counsel appearing for plaintiff identifies the signature. The defendant Mr. Harkesh is present through Video Conferencing mode. His Aadhaar Card is placed at page 17, annexed to the Settlement Agreement. The e-copy of the Settlement Agreement be read as part of the decree.

3. Learned counsel for the plaintiff invites attention of this Court to Clause (vi) of the Settlement Agreement, which is extracted hereunder:-

“vi. The Parties agree that upon the execution of the present Settlement Agreement, the Parties shall jointly request the



Hon'ble Court on the next date of hearing to pass directions/order for the release the stocks seized in terms of the order dated 02.07.2025 by the Local Commissioner to the Second Party, for the purpose of destruction of the same by the Second Party. The Third Party agrees and undertakes that upon the release of the seized products by the Hon'ble Court, the Third Party shall handover the said seized products/goods i.e. 120 T-shirts bearing the falsified marks

"HERO",  and  to the Second Party, within 3 days' of passing of such directions of the Hon'ble Court and shall cooperate with the First Party and Second Party in this regard."

She submits that the Court may pass the necessary directions in that regard.

4. Upon hearing the learned counsel for plaintiff, it is directed that the seized products/goods i.e. 120 T-shirts bearing the falsified marks "HERO",  and  be released to plaintiff no.2 within one week from date and the parties are directed to cooperate with each other in this regard. The plaintiff no.2 is permitted to destroy the said T-shirts as prayed for.

5. Learned counsel for the plaintiff invites attention to Clause (xiv) of the terms of settlement as recorded in the Settlement Agreement dated 02.12.2025 and requests that the Court Fees may be refunded. She submits that the plaintiff is entitled to refund of full Court Fees since the matter was settled on the first appearance of the defendant without proceeding further.

6. In view of the above, the plaintiff is entitled to 100% refund of the Court Fees under Section 16 of Court fees Act, 1870, upon fulfillment of all the formalities as per rules.

7. In view of the above, the decree shall be drawn accordingly and the suit is disposed of in terms thereof.

8. It is however made clear that in case any dispute arises between the parties and in the event either party approaches this Court for enforcement of



the Settlement Agreement/Decree, the said party or parties will become liable to pay the entire Court Fees thereon.

TUSHAR RAO GEDELA, J

JANUARY 7, 2026

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