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

+ **CS(COMM) 804/2025**

OFFICINE MACCAFERRI S.P.A & ANR.Plaintiffs

Through: Mr. Rahul Chaudhry, Ms. Ekta Sarin,
Mr. Akshay Bhardwaj and
Mr. Siddharth Ray Choudhary,
Advocates.

versus

MARUTI RUB PLAST PVT LTD & ANRDefendants

Through: Mr. Sahil Garg, Mr. Abhinav Jain, Mr.
Mithil Malhotra and Mr. Aryan Pandey,
Advocates.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **28.01.2026**

I.A. 2311/2026 (Early Hearing)

1. Learned counsel for the parties submit that under the aegis of the Delhi High Court Mediation and Conciliation Centre, the disputes have been resolved amicably and reduced into writing by way of a Settlement Agreement dated 14.12.2025.

2. The terms of settlement have been reduced into writing and commenced from para 1 onwards at page 18 of the said Settlement Agreement.

3. It is relevant to extract hereunder para nos. 10, 11, 12 and 13:

"10. That the SECOND PARTY agrees to suffer liquidated damages as determined by the Hon'ble Court should they violate any of the terms of this Settlement Agreement. This amount shall be without prejudice to any and all other claims that the FIRST PARTY may have against the Second Party in law.

11. Both the parties to the Settlement Agreement hereby agree that any dispute between them with reference to the Settlement Agreement shall be subject to the Jurisdiction of Courts at New Delhi.

12. That this present Settlement Agreement has been voluntarily signed, executed by the parties to the Settlement Agreement in the presence of the



mediator without any force, fraud, undue influence or coercion from any quarters.

13. It is agreed between the parties that FIRST PARTY may seek refund of entire Court Fees under section 16 of the Court Fees Act, 1870 read with section 89 of CPC, 1908, deposited in CS [COMM] No. 804 of 2025 from the Hon'ble High Court of Delhi and the SECOND PARTY shall have no objection to the same being refunded entirely in the name of MACCAFERRI ENVIRONMENTAL SOLUTIONS PRIVATE LIMITED."

4. In terms of the said agreement, the defendant has paid a sum of Rs.19 lakhs which was received by the plaintiff no.2 as full and final settlement between the parties, which plaintiff no.2 acknowledges.

5. This Court does not find any impediment in decreeing the suit in terms of the Settlement Agreement arrived at under the Settlement Agreement dated 14.12.2025. The Settlement Agreement is taken on record alongwith its annexures.

6. Decree sheet be drawn up accordingly.

7. The suit is decreed and disposed of alongwith all the pending applications, if any, binding the parties to the terms of the Settlement agreement.

8. In terms of para 13 of the Settlement Agreement, the Court fees under Section 16 of the Court Fees Act, 1870 be refunded to the plaintiff no.2 on completion of all the formalities as per Rules.

9. The next date of hearing before the Joint Registrar i.e. 03.02.2026 as also before the Court i.e. 09.03.2026, stands cancelled.

TUSHAR RAO GEDELA, J

JANUARY 28, 2026

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