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

+ **CS(OS) 714/2024**

IDEAL HOTELS AND INDUSTRIES LIMITEDPlaintiff

Through: Mr. Yashoj Guglani, Mr. Narender
Thakur and Ms. Yamini Thakur,
Advs.

versus

**BHAGYAUDAY INVESTMENTS PRIVATE
LIMITED & ORS.**

.....Defendants

Through: Mr. Manish Kaushik and Ms. Mishal
Johari, Advs. for D-1 to 10.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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05.01.2026

**I.A.No.93/2026 (under Order XXIII read with Section 151 CPC praying
for decree on compromise terms)**

1. The present application has been filed by the plaintiff and defendant nos.1 to 10 for disposing of the suit in terms of the Settlement Agreement dated 10.12.2025.
2. The present suit has been filed by the plaintiff praying for permanent injunction against the defendants. It is stated that defendant nos.1 to 10 are contesting defendants whereas defendant nos.11 to 13 are *proforma* defendants.
3. During pendency of the present suit, the plaintiff and defendant nos. 1 to 10 have arrived at a settlement, terms whereof have been reduced in



writing in the form of Settlement Agreement dated 10.12.2025, a copy of which has been annexed to the present application and has been marked as Document No.1.

4. The Court has perused the present application, the same is signed by the respective counsels for the parties. The application is also supported by the affidavit of plaintiff, as well as, defendant nos.1 to 10.

5. In view of the fact that the settlement has been arrived at between the plaintiff and defendant nos.1 to 10 of their own free will and volition, without any undue influence or coercion from anyone, there appears to be no legal impediment in accepting the said settlement.

6. Document No.1 i.e. Settlement Agreement dated 10.12.2025 is taken on record and the parties shall remain bound by the terms and conditions recorded therein.

7. The suit is decreed in terms of the Settlement Agreement dated 10.12.2025 and the terms recorded therein while leaving the parties to bear their own costs and expenses.

8. The decree sheet be drawn accordingly.

9. At this stage, Mr. Yashoj Guglani, learned counsel appearing on behalf of the plaintiff urges the Court that since the suit is being disposed of in terms of the settlement, which was arrived at out of Court, the Court fee affixed on the plaint may be refunded.

10. On a query posed by the Court, the learned counsels appearing on behalf of respective parties submit that issues were not framed in the suit.

11. It is also brought to the notice of this Court that the issue with regard to refund of entire Court fee when the parties settle the dispute in the suit out of Court is pending consideration before the Division Bench of this Court in



CS (COMM.) 98/2023 titled as ***V. GUARD INDUSTRIES LTD vs. MS MAHAVIR HOME APPLIANCES AND ANR. & ANR.*** by way of reference.

12. However, there is no dispute as regard refund of half of the Court fee in terms of Section 16A of the Court Fee Act, 1870 [as inserted by way of State amendment] (hereinafter, the ‘Act’) when settlement is arrived at out of Court.

13. Since the issue with regard to the refund of full Court fee when the parties arrive at settlement out of Court, is pending before the Division Bench of this Court, the plaintiff is at liberty to pray for refund of remaining half of the Court fee in case the Division Bench holds that the plaintiff is entitled to the refund of entire Court fee even when the parties arrive at settlement out of Court.

14. Accordingly, the Registry is directed to issue a certificate of refund of half of the Court fee in terms of Section 16A of the Act.

15. The suits, as well as, the pending applications, is disposed of.

16. The next date already fixed in the suit i.e. 16.02.2026 stands cancelled.

VIKAS MAHAJAN, J

JANUARY 5, 2026

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