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

\# **CNR No. DLHC011007912024**

\+ CS(COMM) 34/2025, I.A. 980/2025, I.A. 983/2025 & I.A. 15487/2025

NILKAMAL CRATES AND CONTAINERS & ANR. .....Plaintiffs

Through: Mr. Bikash Ghorai, Mr. N.K. Bhardwaj and Mr. Neeraj Bhardwaj, Advocates

versus

GODRIWALA PLASTICS PRIVATE LIMITED .....Defendant

Through: Mr. Kshitij Parasar and Mr. Shashwat Rakshit, Advocates

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

O R D E R

% 06.10.2026

1. The present suit has been filed by the plaintiffs praying for a permanent injunction restraining the infringement of the plaintiffs' registered trade mark, passing-off, by way of unfair trade competition, misrepresentation, etc.

2. During the pendency of the present suit, the parties were referred to mediation, where they arrived at a settlement, terms whereof were recorded in the form of settlement agreement dated 05.08.2026.

3. However, in the said settlement agreement, it was inadvertently recorded that the suit may be disposed of in terms of the settlement

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agreement.

4. *Vide* order dated 15.09.2026 it was noted that there was an inadvertent error in the settlement dated 05.08.2026, inasmuch as it was not clearly recorded that the suit is to be decreed in terms of the settlement.

5. Accordingly, the parties were again referred to the Delhi High Court Mediation and Conciliation Centre (Samadhan) [hereinafter referred to as 'Centre'].

6. Pursuant thereto, an addendum settlement agreement dated 01.10.2026 was recorded between the parties whereby they agreed for decreeing the suit in terms of the settlement agreement dated 05.08.2026.

7. Both the settlements have been signed by the parties as well as their Authorised Representatives. Learned counsels for the parties have also countersigned the settlement agreement as well as the addendum settlement agreement.

8. This court has perused the terms of settlement and the same appears to be lawful.

9. In view of the above, there does not appear to be an impediment in recording the terms of the settlement and decreeing the suit in terms thereof.

10. Accordingly, the suit is decreed in terms of settlement agreement dated 05.08.2026 as well as addendum settlement agreement dated 01.10.2026, which shall form part of the decree.

11. Let decree sheet be drawn accordingly.

12. At this stage, learned counsel for the plaintiffs submits that since the parties have arrived at settlement through mediation, therefore, necessary directions may be given for refund of Court Fees in favour of the plaintiff.

13. It is noted that the Government of NCT of Delhi has issued a

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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."*

14. As per the Gazette notification dated 06.03.2026, the newly substituted Section 16 has come into force w.e.f. 06.03.2026. Reading of the newly substituted Section 16 stipulates that instances 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, with or without intervention of ADR mechanism, 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.

15. Having regard to the fact that the present suit is being disposed of in light of the settlement between the parties, this Court is of the view that the plaintiffs are entitled to refund of full court fees affixed on the plaint.

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

17. The pending applications, if any, are also disposed of.

VIKAS MAHAJAN, J

OCTOBER 6, 2026
tp/AA

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