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

CNR No. DLHC010010282026

+ **CS(COMM) 41/2026 & I.A. 1142/2026, I.A. 1143/2026, I.A. 7774/2026**

HEENA KOCHHAR & ANR.

.....Plaintiffs

Through: Mr. Kapil Midha, Ms. Sindhoora R.,
Ms. Yadavi Malhotra, Ms. Vartika
Gautam and Mr. Garu Singh,
Advocates.

versus

PRERNA SHARMA & ANR.

.....Defendants

Through: Dr. Vikrant Narayan Vasudeva, Mr.
Arindam Gupta, Mr. Dipanakar
Sharma and Mr. Nilesh Kumar,
Advocates.

CORAM:

HON'BLE MR. JUSTICE A. J. BHAMBHANI

ORDER

12.08.2026

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The parties have settled the matter by way of mediation *vide*
Settlement Agreement dated 27.07.2026.

2. Mr. Kapil Midha, learned counsel appearing for the plaintiffs submits,
that the obligation under the settlement have been performed except
the obligation for destruction of the infringing goods and material that
were seized by the learned local commissioner, which are presently
held by the defendants on *superdari*.



3. Mr. Midha also points-out that, as agreed in clause XIV, directions are required from this court for the local commissioner to release the goods to the defendants, who (latter) would thereafter destroy the same within 02 weeks of the court's order.
4. A copy of the settlement agreement is on record.
5. The court has perused the terms of the settlement and is satisfied that the parties have settled the matter by way of a lawful agreement.
6. Dr. Vikrant Narayan Vasudeva, learned counsel for the defendants concurs in the course of action suggested by Mr. Midha.
7. Mr. Midha requests that a decree be passed in terms of the settlement.
8. Accordingly, the suit is decreed in favour of the plaintiff and against the defendant in the terms contained in the settlement agreement.
9. Furthermore, the defendants are permitted to de-seal the goods that were sealed by the local commissioner that are lying on the *superdari* with the defendants; and to destroy the same within 02 weeks.
10. The Registry is directed to draw-up a decree sheet, enclosing therewith a copy of the settlement agreement dated 27.07.2026. The terms of settlement shall form part of the decree.
11. The suit is disposed of in the above terms.
12. Pending applications, if any, also stand disposed-of.
13. Mr. Midha requests for refund of court-fee.
14. The suit is still at the preliminary stages; and pleadings are yet to be completed.
15. In view of the Court Fees (Delhi Amendment) Act, 2026 which came into effect on 06.03.2026, section 16-A of the Court Fees Act, 1870 (as was applicable to Delhi) has been omitted. Accordingly, section



16 of the Court-fees Act, 1870 would be applicable, which allows for refund of the *entire* amount of court fee affixed on the plaint.

16. Accordingly, the Registry is directed to draw-up the requisite certificate in favour of the plaintiff for refund of the *entire* court fee affixed on the plaint within 06 weeks from today.

A. J. BHAMBHANI, J

AUGUST 12, 2026/ak