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

\+ CS(COMM) 10/2021 & CRL.M.A. 14790/2021, 3251/2022, 303/2021, 3005/2022

P&M MOVIES PRIVATE LTD. .....Plaintiff

Through: Mr. Karan Luthra, Adv.

versus

SAPNA@ SAPNA CHOUDHARY .....Defendant

Through: Mr. Karan Luthra and Mr. Rohan Dua, Advs. for applicant in I.A. 8326/2026.
Ms. Preeti Singh, Adv.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

O R D E R

% 27.03.2026

I.A 8326/2026 (by plaintiff under Order I Rule 10 r/w Section 151 CPC seeking impleadment)

1. The present application has been filed by the plaintiff to implead Mr. Pawan Chawla as plaintiff no.2, who is a signatory to the Memorandum of Understanding dated 20.03.2026 whereby the parties have arrived at a settlement.

2. Ms. Preeti Singh, learned counsel for the defendant submits that she has no objection in case the present application is allowed.

3. In view of the above, the application is allowed and Mr. Pawan Chawla is impleaded as plaintiff no.2 in the array of parties.

4. Amended memo of parties filed along with an application is taken on record.

5. The application stands disposed of.

I.A. 8283/2026 (joint application by plaintiff and defendant under

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Order XXIII Rule 3 r/w Section 151 CPC for passing of a decree in the suit being in terms of MoU dated 20.03.2026)

6. The present suit was filed by plaintiff no.1 against the defendant *inter alia* seeking injunction and damages.

7. During pendency of the proceedings, the parties settled the matter, terms whereof were reduced into writing in the form of Memorandum of Understanding (hereinafter, 'MoU') dated 20.03.2026, a copy of which has been annexed to the application as document no.1.

8. The application has been signed by Mr. Pawan Chawla, Plaintiff no.2 (an Authorised Representative of Plaintiff no.1), as well as, by the defendant.

9. A perusal of the MoU shows that the same has been signed by both the parties. Further, the Court finds that terms of the MoU are lawful, thus, there is no impediment in decreeing the suit in terms of the said settlement/MoU.

10. Accordingly, the suit is decreed in terms of the MoU dated 20.03.2026 which shall form part of the decree.

11. The parties shall remain bound by the terms of the said MoU. Let decree be drawn accordingly.

12. The application, as well as, the suit stands disposed of.

13. At this stage, Mr. Karan Luthra, learned counsel for the plaintiff submits that since the parties have arrived at a settlement, in terms whereof the suit has been disposed of, therefore, the plaintiff is entitled to refund of full Court fees in view of newly substituted Section 16 in the Court Fee Act, 1870 by virtue of Gazette Notification dated 06.03.2026.

14. 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."*

15. As per Gazette notification dated 06.03.2026, the newly substituted Section 16 has come into force w.e.f. 06.03.2026. Reading of newly substituted Section 16 stipulates that 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, even without intervention of ADR, 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.

16. Having regard to the fact that the parties have arrived at a settlement, and the suit has been disposed of in terms thereof, this Court is of the view that the plaintiffs are entitled to refund of the full court fees affixed on the

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plaint.

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

VIKAS MAHAJAN, J

MARCH 27, 2026/dss

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