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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CNR No. DLHC010232642025

CS (COMM.) 380/2025

SUN PATENT TRUST

.....Plaintiff

Through: Mr. Pravin Anand, Ms. Vaishali Mittal, Ms. Pallavi Bhatnagar and Mr. Siddhant Chamola, Advocates.

versus

VIVO MOBILE COMMUNICATION CO. LTD. & ORS.

.....Defendants

Through: Mr. Saikrishna Rajagopal, Ms. Anu Parcha, Mr. Arjun G., Ms. Alka Bisht, Mr. Christo Sabu and Mr. Vedam Anand Kumar, Advocates.

CORAM:

HON'BLE MR. JUSTICE A. J. BHAMBHANI

ORDER

17.08.2026

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CS(COMM) 380/2025

I.A. 22164/2026

By way of the present application filed under Order XXIII Rule 1 read with section 151 of the Code of Civil Procedure 1908, the plaintiff seeks disposal of the present suit in view of a global patent license agreement that has been entered into by the plaintiff with the defendants. The plaintiff also seeks refund of court-fee in terms of para 6(ii) of the present application.

2. Mr. Pravin Anand, learned counsel appearing for the plaintiff submits, that as has been set-out in the application, the parties to the present suit have entered into a global patent license agreement. Mr. Anand submits, that the global patent license agreement confers upon the



defendants and their affiliates a license to the plaintiff's standard essential patents, by reason of which nothing further survives in the present suit; and the suit be disposed of as having been satisfied.

3. Mr. Saikrishna Rajagopal, learned counsel appears for the defendants and confirms that there has been a global settlement between the parties, as Mr. Anand has indicated.
4. On another note, Mr. Rajagopal submits that in response to the plaintiff's interrogatories, the defendants had filed certain affidavits under sealed cover. It is stated that since the contents of the said affidavits are confidential and of no further use in the present proceedings, the affidavits filed under sealed cover be returned to the defendants through their counsel. Mr. Anand states that they have no objection to the request made on behalf of the defendants.
5. In view of the above, the prayer contained in para 6(i) of the present application is allowed.
6. Furthermore, 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.
7. Since the suit was at preliminary stages and issues are yet to be framed, the prayer made by way of para 6(ii) of the present application is allowed; and the entire court fee affixed on the plaint is directed to be refunded to the plaintiff.



8. Accordingly, the present suit is disposed-of as having been satisfied.
9. Pending applications, if any, stand disposed-of.
10. 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 10 days of the plaintiff approaching the Registry for the purpose.
11. Furthermore, as requested by Mr. Rajagopal, let the affidavits filed under sealed covers *vidé* e-filing Nos. E-5880718/2025 and E-6422778/2025 be returned to the defendants, through counsel, after verifying their credentials. Let the needful be done by the Registry within 02 weeks.
12. The date of 24th August 2026 before the learned Joint Registrar given earlier, stands cancelled.
13. The date of 29th September 2026 before court given earlier, stands cancelled.

A. J. BHAMBHANI, J

AUGUST 17, 2026/hb