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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 405/2025
SKECHERS USA INC & ORS.Plaintiffs
Through: Mr. Anuraj Tirthankar, Advocate.

versus

MADDEN INTERNATIONAL LTD & ORS.Defendants
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
27.03.2026

I.A. 6195/2026

1. This is an Application under Section 151 of the Code of Civil Procedure, 1908 seeking appropriate directions for issuing certificate for refund of the Court Fees in the name of Plaintiff No. 3, i.e., *Skechers South Asia Private Limited*.
2. This Suit was decreed in favour of the Plaintiffs in terms of the Settlement Agreement entered into between the Plaintiffs and the Defendants *vide* order dated 29.07.2025. In the order dated 29.07.2025, it was directed that as the matter has been settled at an early stage, a certificate will be issued for 100% refund of the Court Fees in favour of the Plaintiffs by the Registry in terms of Section 16 of the Court Fees Act, 1870.
3. Subsequently, *vide* order dated 11.09.2025, I.A. 22552/2025 was disposed of while recording the submissions of the learned Counsel for the Plaintiffs that the Court Fees in this Suit was purchased by Plaintiff No. 1, who is located outside India, and accordingly, the Court Fees was directed to

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be refunded in favour of the Authorized Representative / constituted Attorney of the Plaintiffs, Mr. Mayuresh Jambunathan in terms of the order dated 29.07.2025.

4. It is submitted on behalf of the Plaintiffs that Mr. Mayuresh Jambunathan resigned on 08.11.2025 and, therefore, the Plaintiffs were unable to claim the Court Fees in his name. It is further submitted that Mr. David Weinberg, who is an Authorized Signatory and a Member of the Board of Directors of Plaintiff No. 1 travelled to India and executed a fresh Power of Attorney on 08.12.2025 in favour of Mr. Mayank Goyal working in capacity of Chief Financial Officer of Plaintiff No. 3.

5. Subsequently, an application was filed seeking directions to change the name of the recipient of the Court Fees refund on 16.01.2026. However, the said application was withdrawn by the learned Counsel for the Plaintiffs on 23.01.2026 as a proof of execution of the Power of Attorney dated 08.12.2025 in India was not placed on record.

6. The Plaintiffs have now filed the present Application after collating all the documents for seeking appropriate directions for the refund of the Court Fees in the name of Plaintiff No. 3. It is submitted that Plaintiff Nos. 1 and 2 have provided No Objection Letters dated 23.02.2026 in favour of Plaintiff No. 3 so that Plaintiff No. 3 may collect the refund exclusively in its bank account. Additionally, Plaintiff No. 3 has authorized the clerk of the Plaintiffs' Counsel to collect the certificate of refund of the Court Fees and the Authority Letter dated 15.01.2026 is also annexed with this Application.

7. After having perused the documents filed along with this Application and considering the submissions made by the learned Counsel on behalf of the Plaintiffs, it is directed that the orders dated 29.07.2025 and 11.09.2025

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shall stand modified to the extent that the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of Mr. Ramesh Chander Pandey (UID No. 675107992894), the Court Clerk of the Plaintiffs' Counsel, who is duly authorized by the Authorized Representative of Plaintiff No. 3, to receive the refund of the Court Fees in terms of order dated 29.07.2025. The Registry shall issue a certificate of refund of 100% of the Court Fees within a period of two weeks.

8. The present Application stands disposed of in view of the aforesaid directions.

9. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

MARCH 27, 2026/ 'A'