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

+ **CS(COMM) 118/2016 & CC(COMM) 2/2018**

MOBILE TELESYSTEMS PJSC & ANRPlaintiffs

Through: Mr. Shantanu Sahay and Ms. Aasish
Somasi, Advs.

versus

MAHESH BHATTI & ORSDefendants

Through: Mr. Abhishek Kumar, Mr. Sumit
Kashyap and Mr. Arsh Kashyap,
Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **15.12.2025**

CS(COMM) 118/2016

1. Learned counsel for the parties state that the parties were referred to mediation before Delhi High Court Mediation and Conciliation Centre ('Mediation Centre') and the parties have executed a Settlement Agreement dated 23.12.2024.
2. The Settlement Agreement dated 23.12.2024, executed before the Mediation Centre, has been placed on record. The Settlement Agreement is duly signed by the parties and their respective counsels.
3. Learned counsel for the parties state that all obligations assumed under the Settlement Agreement have been performed by the parties except the obligations enlisted at clause I (1) and 5.3 of the Settlement Agreement.
4. It is stated that parties are ready and willing to comply with these



obligations and have already taken steps to approach the trademark registrar and its implementation is being monitored in C.O. (COMM.IPD-TM) 117/2022, in which the next date of hearing is 20.03.2026. A copy of the settlement agreement is on record in C.O. (COMM.IPD-TM) 117/2022 which is also listed today

5. Parties state that however, this suit can be disposed of in terms of the settlement agreement and they undertake to remain bound by the obligations recorded therein.

6. This Court has heard the learned counsels of the parties and perused the Settlement Agreement dated 23.12.2024.

7. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and for disposing of the suit in terms of the settlement, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

8. This court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 23.12.2024 satisfies the requirement of Order XXIII Rule 3 CPC. The same is marked as Ex. C.

9. The compromise contained in the aforesaid settlement agreement dated 23.12.2024 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid settlement agreement dated 23.12.2024.

10. The statements and undertaking given by the parties are accepted by



this Court, and the parties are held bound by the same.

11. Consequently, the captioned suit is decreed in terms of the settlement agreement dated 23.12.2024 executed between the parties.

12. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the settlement agreement dated 23.12.2024 shall form part of the said decree.

Refund of Court Fees

13. Learned counsel for the plaintiffs' requests for refund of Court fees in view of the settlement arrived between the parties through the process of mediation.

14. Keeping in view the aforesaid facts, the registry is directed to refund Court Fee in favour of plaintiffs within six [6] weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870.

15. Interim orders, if any, stand merged into the final decree.

16. Pending applications, if any, are disposed of.

17. All future dates stand cancelled.

18. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 15, 2025/hp/aj

¹(2010) 8 SCC 24

