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

+ **CS(COMM) 798/2025**

RED BULL AG

.....Plaintiff

Through: Ms. Sanandika Pratap Singh with Mr.
Naqeeb Nawab and Mr. Vibhav
Singh, Advocates.

versus

M/S BHAVNAGARI HERBAL PHARMACY & ORS.

.....Defendants

Through: Mr. Anil Yadav, Advocate.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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28.07.2026

I.A. 18274/2026

By way of the present joint application filed under Order XXIII Rule 3 read with section 151 of the Code of Civil Procedure 1908, the parties seek disposal and decree of the suit in terms of the settlement as contained in paras 4.1 to 4.15 of the present application.

2. The application is supported by affidavits of both sides.
3. Learned counsel for the plaintiff submits, that while some of the obligations on the defendants' part as set-out in paras 4.1 to 4.15 have been performed, others are yet to be acted upon.
4. Furthermore, counsel submits, that as contemplated in para 4.12, the defendants have agreed to suffer a decree of injunction in terms of the prayers set-out in paras 74(a),(b),(c),(d) and (e) of the plaint.
5. Mr. Anil Yadav, learned counsel is present on behalf of the defendants and confirms that the parties have settled their disputes in



accordance with the terms of the settlement as contained in paras 4.1 to 4.15 of the application.

6. The court has perused the terms of the settlement and is satisfied that the parties have resolved their *inter-se* disputes through a lawful settlement and there is no impediment to disposing-of the present suit in terms of the settlement.
7. Accordingly, the present application is allowed, thereby holding the parties bound by the terms of the settlement as laid out in paras 4.1 to 4.15 of the application; and a decree of permanent and mandatory injunction in favour of the plaintiff and against the defendants is passed in terms of the prayers contained in paras 74(a),(b),(c),(d) and (e) of the plaint.
8. The application stands disposed-of.

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9. In view of what has been narrated above, the terms of settlement are accepted; the suit is decreed in terms of settlement contained in paras 4.1 to 4.15 of the application, which shall form part of the decree; and it is directed that parties shall remain bound by their respective obligations under the settlement.
10. The Registry is directed to draw-up a decree sheet in the above terms.
11. Suit stands disposed-of.
12. Pending applications, if any, also stand disposed-of.
13. At this stage, learned counsel for the plaintiff seeks refund of the court-fee. The suit has been filed in 2025 and is still in the preliminary stages; and the pleadings are not complete.



14. 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.
15. Since the plaintiff company has its headquarters in Switzerland, the court fee is directed to be refunded into the bank account of the plaintiff's counsel instead.
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 10 days from today into the bank account of the plaintiff's counsel.
17. The date of 27.10.2026 before the learned Joint Registrar stands cancelled.

ANUP JAIRAM BHAMBHANI, J

JULY 28, 2026

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