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

CNR No. DLHC010808512025

+ **CS(COMM) 1141/2025 & I.A. 26351/2025 I.A. 26352/2025**

KBM FOODS PRIVATE LIMITED

.....Plaintiff

Through: Mr. Kaulik Mitra, Advocate *via* video-conferencing.

versus

AJAY YADAV TRADING AS SOURAV MASALA COMPANY

.....Defendant

Through: Mr. Manish Singhal, Advocate *via* video-conferencing.

CORAM:

HON'BLE MR. JUSTICE A. J. BHAMBHANI

ORDER

11.08.2026

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Learned counsel for the parties submit that the parties have settled the matter through mediation.

The Settlement Agreement dated 29.04.2026 is on record.

Learned counsel appearing for the parties submit that a decree may be passed in favour of the plaintiff and against the defendant in terms of the settlement agreement.

The court has perused the terms of settlement as set-out in the Settlement Agreement dated 29.04.2026 and is satisfied that the parties have resolved their *inter-se* disputes by a lawful agreement; and there is no impediment to accepting the terms of settlement.

Learned counsel for the parties submit, that since the dispute was only in relation to the use of the plaintiff's trade marks in the packaging and



labelling of the defendant's products, the defendant would be at liberty to sell its products in any other packaging without however infringing the plaintiff's trade marks in any manner.

In view of the above, as agreed to by the parties in clause 5 of the settlement agreement, the goods seized by the learned local commissioner shall be de-sealed and opened in the presence of the plaintiff; and the packaging and labelling of the goods that are de-sealed shall be destroyed whereas the contents of the packaging *i.e.*, the product itself, may be used or offered for sale by the defendant in a manner that does not infringe the plaintiff's trade mark.

Accordingly, the terms of the settlement are taken on record. The parties shall remain bound by the said terms.

The suit is decreed in the terms contained in the settlement.

The Registry is directed to draw-up a decree sheet. The terms of settlement shall form part of the decree.

At this stage learned counsel for the plaintiff seeks refund of the court-fee affixed on the plaint.

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.

Since the suit is still at the preliminary stages and pleadings were yet to be completed, the prayer is allowed. The plaintiff is entitled to refund of the *entire* court fee paid on the plaint.



Accordingly, the Registry is directed to draw-up the requisite certificate in favour of the plaintiffs for refund of the *entire* court fee affixed on the plaint, within 10 days from today.

The suit is disposed-of in the above terms.

Pending applications, if any, also stand disposed-of.

A. J. BHAMBHANI, J

AUGUST 11, 2026

V.Rawat