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

+ **CS(COMM) 1323/2025**

HERO MOTOCORP LIMITED

.....Plaintiff

Through: Mr. Rahul Chaudhry with Mr. Hitesh Malik, Advocates.

versus

MR.RAJ KUMAR MISHRA & ORS.

.....Defendants

Through: Mr. Kundan Roy, Advocate.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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07.07.2026

I.A. 16990/2026

By way of the present application filed under section 151 of the Code of Civil Procedure 1908, defendants Nos.1 to 3 seek a direction permitting them to recover, extract and utilise the engine oil contained in the 1,680 bottles/products seized by the local commissioner pursuant to the raid conducted on 20.12.2025.

2. Learned counsel for the defendants/applicants submits, that the parties have settled the matter *vidé* Settlement Agreement dated 26.05.2026 ('settlement agreement'), a copy of which has been appended to the present application.
3. Counsel draws attention to clause 12 of the settlement agreement, which is also extracted in para 6 of the present application, which permits the defendants to deal with the seized products, as has been prayed-for in the present application.



4. Clause 12 of the settlement agreement reads as under :

“12. The Defendants undertake to destroy the goods and articles, lying with them under Superdari, seized by the Ld. Local Commissioner on December 20, 2025, including any other infringing products, moulds, packaging, labels, bottles, caps, cartons, stationery, promotional material available with them after seeking leave from the Hon'ble Court and in the presence of the representative of the Plaintiff within 10 days of such orders of the Hon'ble Court. It is clarified that Defendants shall be at liberty to move an appropriate application before the Hon'ble Court for seeking permission to use the engine oil contained in the impugned bottle and that the seized products will be destroyed in terms of the directions of the Hon'ble Court.”

5. Issue notice.
6. Learned counsel appears on behalf of the plaintiff on advance copy; accepts notice; and does not oppose the prayer made.
7. In light of clause 12 set-out above, and the submissions made on behalf of the parties, the application is allowed.
8. The defendants are permitted to utilise the seized engine oil in the manner set-out in clause 12 of settlement agreement.
9. The application stands disposed-of in the above terms.

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10. In view of settlement agreement, learned counsel for the plaintiff submits, that nothing further survives in the present suit, which may be decreed binding the parties to the terms contained in settlement agreement.
11. Accordingly, the suit is decreed in the above terms.
12. The Registry is directed to draw-up a decree sheet in the terms contained in settlement agreement, which shall form part of the decree.



13. Pending applications, if any, also stand disposed-of.
14. The dates of 17.08.2026 and 11.09.2026 given earlier stand cancelled.
15. In view of the above, learned counsel for the plaintiff seeks refund of the court-fee.
16. It is observed that summons in the suit was issued on 11.12.2025 and the suit is still at a preliminary stage.
17. 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 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 fees affixed on the plaint.
18. In view of the above, 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 04 weeks from today.

ANUP JAIRAM BHAMBHANI, J

JULY 7, 2026

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