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

+ **CS(COMM) 1400/2025**

VOLTAS LIMITED

.....Plaintiff

Through: Ms. Kruttika Vijay, Advocate.

versus

YOUR VOLTA SERVICES PRIVATE LIMITED

.....Defendant

Through: Mr. Rohan Rohatgi and Ms. Muthu

Praba, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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01.07.2026

I.A. 16144/2026

By way of the present application filed under section 151 of the Code of Civil Procedure 1908, the plaintiff seeks to bring on record Settlement Agreement dated 11.05.2026 arrived at through mediation before the Delhi High Court Mediation & Conciliation Centre. A copy of the settlement agreement has been appended to the application.

2. Mr. Rohan Rohatgi, learned counsel appears on behalf of the defendant on advance copy; and confirms that the parties have settled the matter.
3. Mr. Rohatgi further submits, that the defendant shall remain bound by the terms set-out in the settlement agreement.
4. The settlement agreement is taken on record.
5. The application stands disposed-of.

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6. In light of the order passed above, Ms. Kruttika Vijay, learned counsel appearing for the plaintiff prays that the suit be decreed in terms of the settlement agreement.



7. Mr. Rohatgi concurs with the submission made by Ms. Vijay.
8. Learned counsel further point-out that clause 12 of the settlement agreement contemplates that the suit be decreed in terms of the prayer contained in the para 59 (a), (b), (c) and (d) of the plaint.
9. The court has perused the settlement agreement and is satisfied that the parties have settled the matter through a lawful agreement as comprised in Settlement Agreement dated 11.05.2026, and that there is no impediment to the closure of the dispute between the parties.
10. Furthermore, as agreed-to by the parties, in view of the above, the suit is decreed in terms of the prayer contained in para 59 (a), (b), (c) and (d) of the plaint.
11. Let a decree sheet be drawn up by the Registry in the above terms. Settlement Agreement dated 11.05.2026 shall form part of the decree.
12. Ms. Vijay also seeks refund of court fees. Learned counsel states that the matter is still at the preliminary stage and has not proceeded to the stage of recording of evidence.
13. In this regard, attention is drawn to the Court Fees (Delhi Amendment) Act, 2026 which came into effect on 06.03.2026, whereby section 16-A of the Court Fees Act, 1870 (as applicable to Delhi) has been omitted.
14. Accordingly, section 16 of the Court-fees Act, 1870 would be applicable, which allows for refund of the full amount of court fees affixed on the plaint.
15. 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 fees.



16. The suit is decreed and disposed-of in the above terms.
17. Pending application, if any, stands disposed-of.
18. The date of 09.10.2026 given earlier stands cancelled.

ANUP JAIRAM BHAMBHANI, J

JULY 1, 2026/hb