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% 23.07.2010

Present: Mr. Ajay Amitabh, Adv. for the plaintiff.
Mr. Krishna M.S., Adv. for the defendant.

+ IA No. 9551/2010 in CS(OS) No. 33/2008

1. This is a joint application under Order 23 Rule 3 of Code of Civil Procedure.
2. It has been stated in the application that the parties have settled the dispute between themselves and the terms and conditions are as under:-

- (i) The defendant admits the plaintiff to be the owner and proprietor of the trademark/label PAURUSH JIWAN which is under nos.709971 in Class 5, 1329780 in Class 35 and 996247 in Class 05 under the Trade Marks Act, 1999.
- (ii) The defendant undertakes not to manufacture, sell, offer for sale, advertise, directly or indirectly deal in Ayurvedic Medicinal Products or any products or other goods or service of the same description under the trademark/label PAURUSH Shakti Nav JIWAN or any other trademark deceptively similar to the trademark of the plaintiff amounting to infringement and passing off and violation of copyright of the plaintiff in the artwork of their trade/label PAURUSH JIWAN.
- (iii) In view of the undertaking given by the defendant, the plaintiff agrees not to press prayer clause 25(b),(c), (d) and (e) of the plaint. The defendant has no objection if the decree is passed in favour of the plaintiff in terms of prayer clause 25(a) (i), (ii) and (iii) of the plaint. The defendant undertakes to pay a sum of Rupees One Lac towards the costs and litigation expenses to the plaintiff on or before the date of filing of this application."

3. The application is supported by the affidavit of one Sh.Gagan

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physical file have been compared and
the digital data is as per the physical
file and no page is missing.

Vohra, proprietor of the defendant as well as by Sh.Rabindra
Kumar Biswas, Director of the plaintiff company.

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4. There is no reason to doubt the genuineness of the settlement and there is no impediment in passing a decree in terms of the compromise arrived at between the parties.
5. I accordingly, decree the suit in terms of the compromise.
6. The terms of settlement shall form the part of the decree.
7. Parties to bear their own cost.



V.K. SHALI, J.

JULY 23, 2010
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