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

+ **CS(OS) 482/2010**

**PANKAJ GOEL**

..... Plaintiff

Represented by: Mr. D.K. Yadav, Adv.

versus

**PARKASH AGARWAL & ANR**

..... Defendant

Represented by: Mr. N.K. Kantawala, Mr.  
Prakhar Sharma, Advs.

**CORAM:**  
**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**  
**10.11.2017**

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IA 13110/2017 (u/O XXIII R 3 CPC)

By this joint application the plaintiff and defendants seek decreeing of the suit in terms of the settlement arrived at between the parties.

Taking the settlement on record and decreeing the suit in terms thereof, application is disposed of.

CS(OS) 482/2010

Plaintiff and defendants have settled the matter on the following terms and conditions as incorporated in Para 2 of IA 13112/2017 as under:

*“i) That the defendants acknowledge the proprietary rights of the plaintiff in his trademarks/ label AAM BAMBAIYA, HAJME WALA & CHAND SITARE and also the copyright involved in the said labels/ packagings/ trade dresses and that*

*the plaintiff has exclusive right for the use, reproduction and publication thereof.*

*ii) That the defendants undertake that the defendants and/or any person acting through them shall not use the said impugned trademark/ label of AAM BAMBAYIYA, HAJME WALA & CHAND SITARE as filed along with the plaint or any other labels/ packagings/ trade dresses identical and/or deceptively similar to plaintiff's labels/ packagings/ trade dresses in course of trade at any point of time in future.*

*iii) That as agreed between the plaintiff and defendants, the plaintiff has no objection to the use of the expressions MAST MUMBAI AAM, HAJMEDAR and CHANDA MAMA NANHE TARE by the defendants under the mark BANGALI BABA and the labels/ packagings of the defendants to be used by the defendants are annexed herewith the present application as Annexure A for the mark MAST MUMBAI AAM, annexure B for the mark HAJMEDAR and Annexure C for the mark CHANDA MAMA NANHE TARE respectively or to the use of and other label/ packaging which is not identical/ similar to the trademarks/ labels/ packagings/ trade dresses of the plaintiff.*

*iv) That the defendants affirm before this Hon'ble Court that they have no stocks of goods, labels/ packagings/ trade dresses, empty or filled pouches, poly bags, packing material, label, sticker, carton, container or any other incriminating wrapper/ label bearing the impugned trademark, label/ packaging.*

*v) That the defendants as above stated will not use the impugned trademark/ label/ packaging/ trade dress as impugned in the present suit.*

*vi) That in consideration of the above-mentioned undertakings of the defendant, the plaintiff do not press for its claims as contained in paragraph 32(b) to 32(d) of prayer.*

*vii) That this compromise binds the parties, their heirs, legal representatives, successors and assigns."*

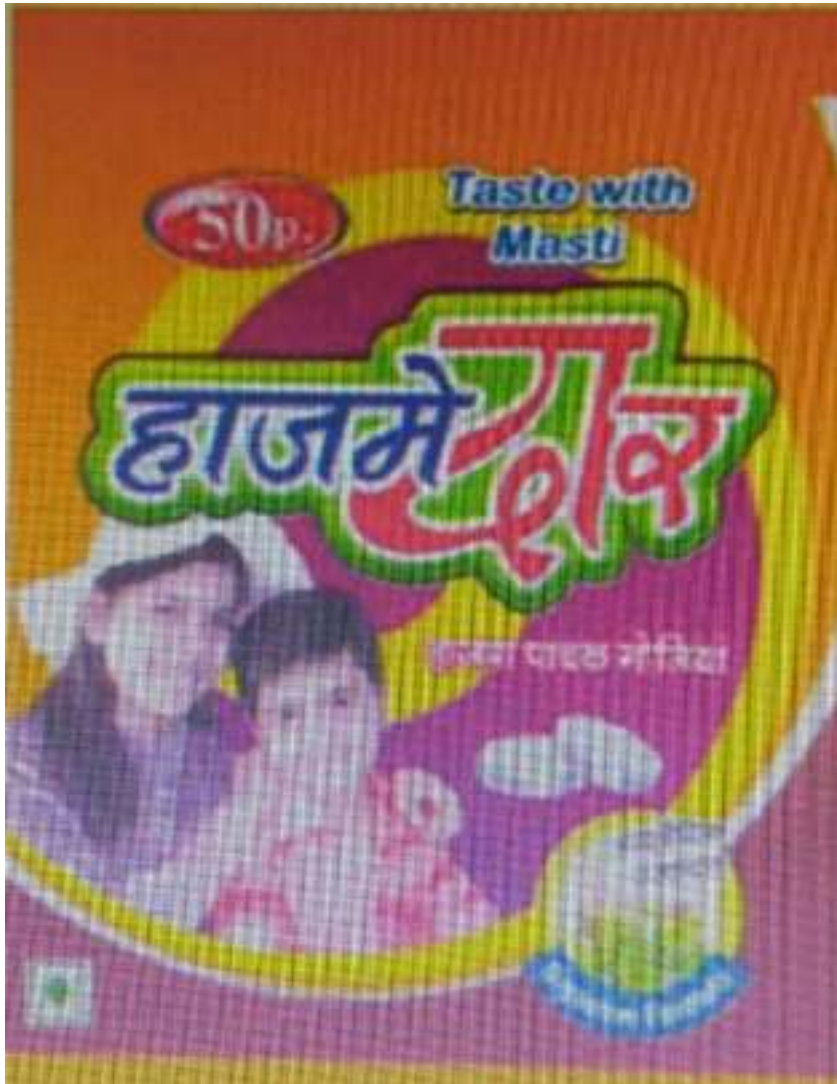
## Annexure – A

Label/Packagings of the defendant for MAST MUMBAI AAM under the mark BABA BANGALI.



## Annexure – B

Label/Packagings of the defendant for HAJMEDAR under the mark BABA BANGALI



### Annexure – C

Label/Packagings of the defendant for CHANDA MAMA NANHE TARE under the mark BABA BANGALI



Application is duly supported by the affidavit of Pankaj Goel, the plaintiff and Parkash Agarwal and Narayan Agarwal, defendant No.1 and 2 respectively.

Since parties have settled the matter, suit is consequently decreed in terms of the settlement as noted above.

Decree sheet will incorporate the terms of settlement. No order as to costs.

**NOVEMBER 10, 2017**  
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**MUKTA GUPTA, J.**



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