



\$~18

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + **CS(COMM) 903/2022 & I.A. 22227/2022, I.A. 22228/2022**

MR. VIVEK BHARDWAJ Plaintiff
 Through: Mr. Umesh Mishra, Mr. Aashutosh Shukla, Advs.

versus

MR. GAGAN BHARDWAJ Defendant
 Through: Mr. Arun Khatri, Mr. Akshay, Mr. Sahil Khurana, Ms. Saumya Bajaj and Mr. Luv Sharma, Advs.

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)
26.07.2023

%

1. The dispute between the parties stands amicably resolved with the intervention of the Delhi High Court Mediation and Conciliation Centre.
2. The Settlement Agreement dated 6 May 2023 is on record.
3. The terms of settlement read thus:
 - "a. Second Party admits the right of the First party over the products in question (as enunciated in the plaint), and further undertakes to abstain from using the said mark/label.
 - b. Both Parties i.e. First Party and Second Party further undertake to abide by their duties and obligations, in terms of MoU dated 18.10.2022, duly executed between the parties. (Copy of the same is annexed herewith as Annexure A)



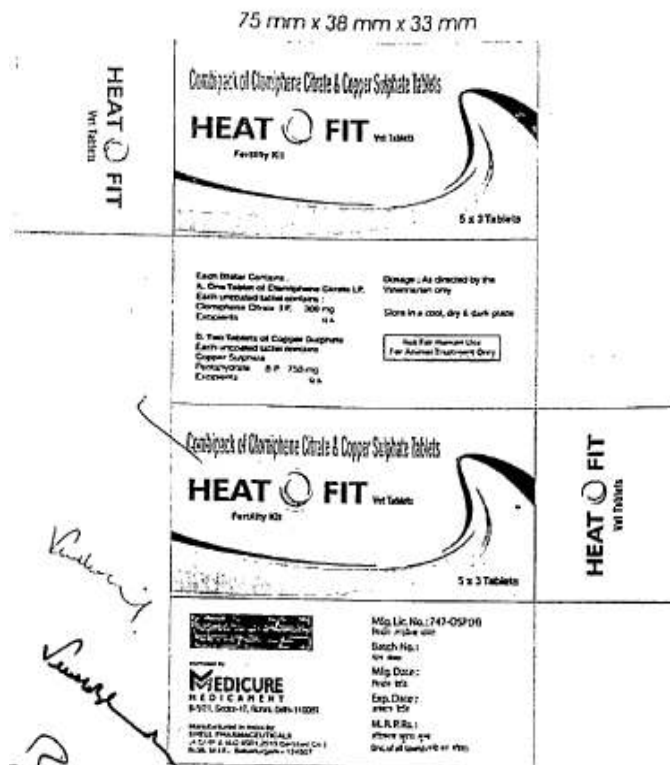
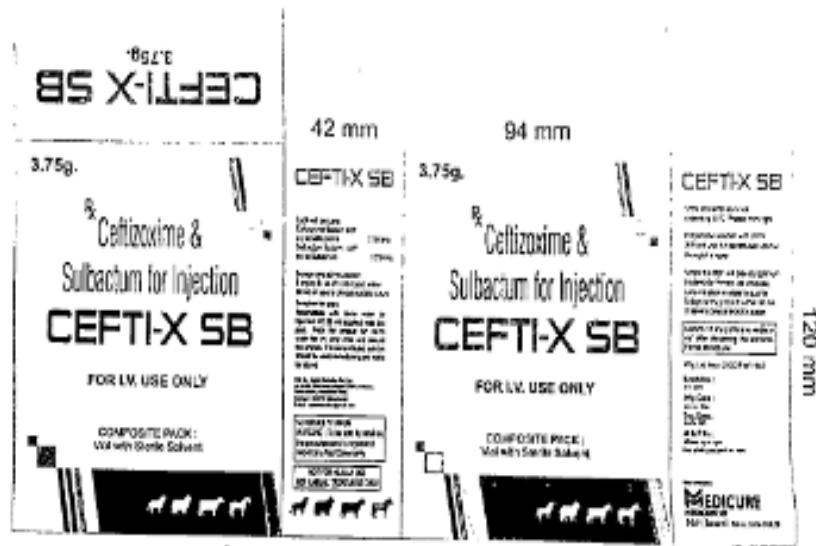
c. Second Party further admits and acknowledges the First Party's copyright in artistic features of the packaging pouches, labels including their distinctive fonts, scripts, positions and placing of features, their respective getups, lay outs, combination of colors and arrangements of general and descriptive materials in respect of goods falling in class 5.

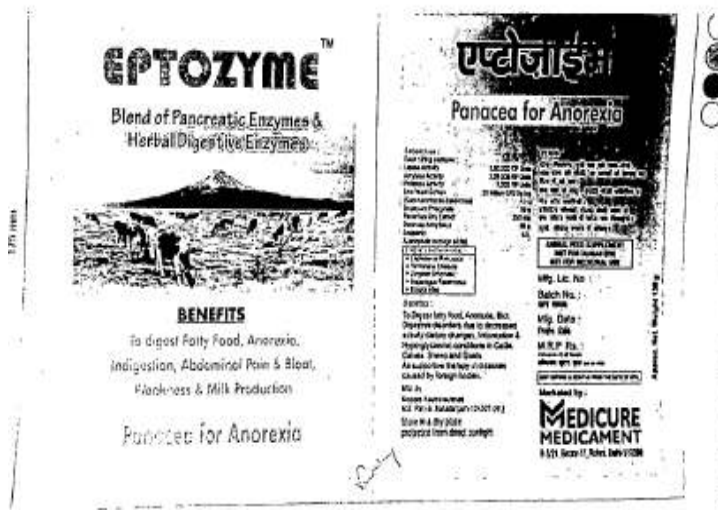
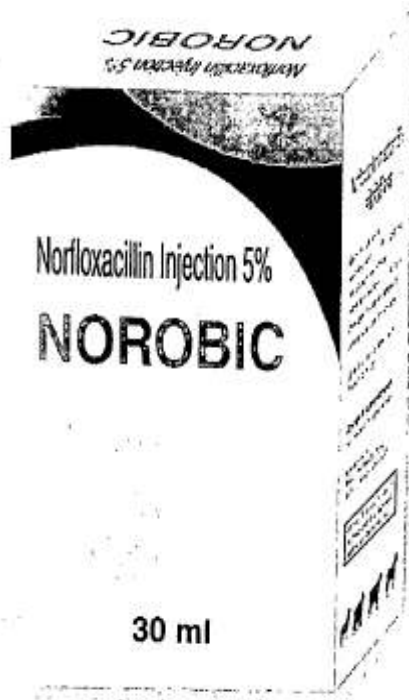
d. Second Party undertakes to not to reproduce and/or to make any adaptation of any of the artistic features of the plaintiffs pouches/packaging material including get up, lay out, arrangement and/or combination of colours constituting infringement of copyright of First Party herein.

e. Further, the both parties undertake to not to cause any kind of hindrance/interference/disturbance in their respective business and workings.

f. Further, First Party hereby states that he has no objection whatsoever, if the Second Party continues to manufacture, pack and sell the products in question, with the following style/trademark/copyright or the artistic features contained therein, as mentioned below







g. Further the Second Party undertakes to pay the sum paid by the First Party as Court fee paid by him for instituting CS (Comm) 903/2022, subject to the amount returned to the First Party by the Hon'ble High Court of Delhi, i.e. only the amount deducted by the Hon'ble Hon'ble High Court of Delhi before returning the remaining amount to the First party within a week.



The parties would request this Hon'ble Court to refund the full Court Fee to the First Party in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908.

h. Further both parties undertake that they shall not file any litigation against each other before any authority or court with regard to the present dispute. If any litigation is pending in this regard, then same shall be withdrawn by the respective parties.

i. That this settlement is arrived between the parties out of their own free will, accord and choice without any force, fraud, coercion and pressure of whatsoever nature from any comer.

j. That the parties confirm and understand that in case of any violation of the terms of the Settlement terms as set out above they shall be liable for legal proceedings.”

4. Learned Counsel for the parties are present on behalf of their respective clients. They undertake on behalf of their respective clients to remain bound by the terms of settlement.

5. The Court has perused the terms of settlement and find them to be lawful and in order.

6. As such, nothing survives for adjudication in the present suit.

7. The suit accordingly stands decreed in terms of the Settlement Agreement dated 6 May 2023.

8. Both parties shall remain bound by the terms of settlement as reproduced hereinabove.



9. The plaintiff shall be entitled to refund of court fees, if any, deposited by it.
10. Let a decree sheet be drawn up by the Registry accordingly.

C. HARI SHANKAR, J.

JULY 26, 2023

dsn