

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

+ **CS(OS) 408/2013**

Decided on : 22.01.2015

IN THE MATTER OF:

SUNBEAM PRODUCTS INC

..... Plaintiff

Through: Mr. Pravin Anand, Advocate with
Mr. Shrawan Chopra and Mr. Vibhav Mittal,
Advocates

versus

ES EM INTERNATIONAL & ANR

..... Defendants

Through: Mr. Bikash Ghorai, Advocate with
Mr. Arnab Ghosh, Advocate with Mr. Rajesh
Talwar, sole proprietor of defendant No.1 and
Director of the defendant No.2 in person.

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HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J.(Oral)

I.A. 1604/2015 (by the parties u/O XXIII R-3 CPC)

1. The present application has been jointly filed by the parties stating *inter alia* that during the pendency of the suit proceedings, the parties have arrived at an out of court settlement.

2. Counsels for the parties state that the terms and conditions of the settlement have been set out in para 1 of the application and they request

that the suit may be decreed in accordance with the said terms and conditions.

3. Counsel for the defendants states on instructions from Mr. Rajesh Talwar, the sole proprietor of the defendant No.1 and the Director of the defendant No.2, who is present in Court, that the defendants shall cancel the domain name/website, www.owstar.com on or before 31.01.2015 as mentioned in para 1(b) of the application.

4. The Court has perused the application. The same has been signed by the plaintiff through its constituted attorney and Mr. Rajesh Talwar, as the sole proprietor of the defendant No.1 and the Director of the defendant No.2, alongwith their respective counsels. The application is supported by the affidavits of the constituted attorney of the plaintiff as also Mr. Rajesh Talwar.

5. As counsels for the parties state that the parties have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the same. The parties shall remain bound by the terms and conditions of the settlement.

6. The application is allowed and the suit is decreed in terms of the said settlement.

7. The suit is disposed of alongwith the pending application, while leaving the parties to bear their own costs.

8. At this stage, Mr. Pravin Anand, learned counsel for the plaintiff states that as the parties have arrived at a settlement and issues have yet to be framed in the suit, the plaintiff is entitled to claim refund of 50% of the court fees, in terms of Section 16-A of the Court Fees Act.

9. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of 50% of the court fees, as per law.

10. File be consigned to the record room.

(HIMA KOHLI)
JUDGE

JANUARY 22, 2015
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