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

+ CS(OS) 1921/2006

M/S ENTERTAINMENT NETWORK INDIA LTD. Plaintiff
Through: Mr. Krishnendu Datta, Advocate with
Mr. Rahul Malhotra, Advocate

versus

MR.JONATHAN BRADY & ANR. Defendants
Through: Mr. Vivek Malik, Advocate for D-1.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **18.12.2015**

I.A. 25743/2015 (joint application u/O XXIII R 3 CPC by the plaintiff and D-1)

1. Mr. Datta, learned counsel for the plaintiff states at the outset that the plaintiff proposes to confine the relief in the present suit to the defendant No.1 alone while seeking deletion of the name of defendant No.2 from the array of the defendants. He states that in the event the plaintiff has a grievance against the defendant No.2 in the future, it shall seek its remedies against the said defendant in accordance with law.

2. Leave, as prayed for, is granted. The name of defendant No.2 is deleted from the memo of parties. Amended memo of parties shall be filed in two days.

3. The present application has been jointly filed by the plaintiff and the defendant No.1 stating *inter alia* that during the pendency of the suit, they have arrived at an out of court settlement that was reduced into writing by virtue of a Settlement Agreement dated Nil April, 2015, wheeunder the defendant No.1 has give up all the claims in respect of the plaintiff's trademark, "ULTA PULTA" and has acknowledged that the said trademark is the intellectual property of the plaintiff. The other terms and conditions of the settlement are set out in paras 3 to 9 of the Settlement Agreement. Counsels for the parties state that the suit may be decreed in terms of the said settlement.

4. The Court has pursued the present application. The same has been signed by the Vice President (Legal) of the plaintiff/company and the defendant No.1 and is supported by the affidavits of the signatories to the application. Annexure-A enclosed with the application is the Settlement Agreement dated Nil, April, 2015, and it is stated to have been signed by the persons authorised to do so.

5. As counsels for the parties jointly state that their clients 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 said settlement. The

Settlement Agreement is taken on record. The parties shall remain bound by the terms and conditions of the settlement recorded therein.

6. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated Nil, April, 2015, while leaving the parties to bear their own expenses.

7. File be consigned to the record room.

HIMA KOHLI, J

DECEMBER 18, 2015

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