

\$~1.

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

+ CS(OS) 492/2006 and I.A. 4693/2015

STP LTD

..... Plaintiff

Through: Mr. Deepak Sahni, Advocate with
Mr. Ankit Sharma, officer of the plaintiff in
person.

versus

SHALIMAR TAR PRODUCTS PVT LTD

.....Defendant

Through: Mr. Brajesh Kumar Singh, Advocate
with Mr. Manoj Kumar, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% 21.08.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 27.04.2015 has been placed on record.

2. Counsels for the parties state that the terms and conditions of the settlement have been set out in paras (a) and (b) of the Settlement Agreement dated 27.04.2015, whereunder the defendant/company has agreed and undertaken that it will not use the name, "Shalimar Tar" and the plaintiff/company's trademark in the future. The defendant has also confirmed that it has changed its name from "Shalimar Tar Products Private Limited" to "Shalimar Petro Products Private Limited". In view of the aforesaid undertakings, the

plaintiff/company has agreed to withdraw the present suit and give up all the other reliefs prayed for in the plaint.

3. Counsels for the parties state that in view of the settlement arrived at between the parties, the Settlement Agreement dated 27.04.2015 may be taken on record and the suit may be decreed in terms thereof.

4. The Court has perused the Settlement Agreement dated 27.04.2015. The terms and conditions of the settlement are set out in paras (a) and (b) thereof. The same has been signed by the constituted attorneys of the plaintiff/company and the defendant/company and their respective counsels as also the learned Mediator.

5. As the counsels for the plaintiff and the defendant jointly state that they 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 settlement. The Settlement Agreement dated 27.4.2015 is taken on record. The parties shall remain bound by the terms and conditions of the said settlement.

6. The suit is decreed in accordance with the terms and conditions of the Settlement Agreement dated 27.04.2015, while leaving the

parties to bear their own expenses.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

8. 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 the court fees under Section 16 of the Court Fees Act.

9. The suit is disposed of alongwith the pending application.

10. File be consigned to the record room.

HIMA KOHLI, J

AUGUST 21, 2015

rkb/ap