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

+ CS(OS) 724/2015 & IA No.5559/2015

MERINO INDUSTRIES LTD ..... Plaintiff  
Through : Mr. A.K. Pandey, Advocate

versus

SUNTOUCH LAMINATE PVT LTD ..... Defendant  
Through : Mr. P.K. Mohapatra, Advocate

**CORAM:**  
**HON'BLE MS. JUSTICE HIMA KOHLI**

**ORDER**  
**% 30.10.2015**

1. Pursuant to the parties being referred to the Delhi High Court Mediation and Conciliation Centre, a Settlement Agreement dated 19.10.2015 has been placed on record. The terms and conditions of the settlement have been recorded in para 7 thereof.

2. Counsels for the parties state that in accordance with the terms and conditions of the settlement, the defendant has undertaken not to use the booklets which are the subject matter of controversy in the present suit and the plaintiff has given its no objection to the defendant using the trademark "SUNTOUCH" and "NEROLAM". Further, the defendant has agreed to pay a sum of Rs.1.00 lac to the plaintiff towards damages. Counsel for the defendant hands over a cheque for the aforesaid amount of Rs.1.00 lac to the counsel for the plaintiff, which is duly accepted by him. He assures the Court that

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when presented, the said cheque shall be duly encashed.

3. Counsels for both the parties state that in view of the settlement arrived at between the parties, the suit may be decreed.

4. The Court has perused the Settlement Agreement. The same has been signed by the authorized representatives of the plaintiff and the defendant and their respective counsels as also by the learned Mediator. As the counsels for the plaintiff and the defendants 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 19.10.2015 is taken on record and the suit is decreed in terms thereof.

5. The suit is disposed of along with the pending application, while leaving the parties to bear their own expenses.

6. 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, prior to the stage of framing of issues in the suit, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

7. 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 in terms of Section 16 of the Court Fees Act.

8. File be consigned to the record room.

**OCTOBER 30, 2015**  
sk/rkb

**HIMA KOHLI, J**