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

+ CS(OS) 627/2015 and I.A.4780/2015, 10575/2015, 13148/2015

KISHORE ZARDA FACTORY Plaintiff
Through: Mr. N.K. Kantawala, Advocate with
Ms. Akanksha Jain, Advocate

versus

YASH KISHORE ENTERPRISES AND ORS Defendants
Through: Ms. Babita, Advocate for D-1 and 2.
Ms. Pooja Dodd, Advocate with Ms. Neharika,
Advocate for D-4.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 07.12.2015

1. Counsels for the parties state that they have been able to arrive at a settlement through the court annexed mediation, which has been recorded in the Settlement Agreement dated 02.11.2015, which was executed prior to the cut-off date of 24.11.2015. They state that the terms and conditions of the settlement have been set out in paras (a) to (h) of the Settlement Agreement, whereunder the plaintiff has agreed to delete the defendant No.3 from the array of the defendants on the ground that it is satisfied with the settlement arrived at with the defendants No.1, 2 and 4. Further, the defendants No.1, 2 and 4

have agreed that the impugned trademark and the label belong to the plaintiff and they have agreed to give up the use of the impugned trademark and label with immediate effect. The defendants No.1, 2 and 4 have also agreed to dispose of the impugned labels and packaging lying in their possession or hand them over to the plaintiff. In addition, they have agreed to withdraw the trademark/copyright application, if any, pending in respect of the impugned label.

2. Counsel for the plaintiff states that in view of the settlement arrived at with the defendants No.1, 2 and 4, his client has given up the relief of rendition of accounts and damages etc. claimed against them. Both the counsels request that the suit may be decreed in terms of the settlement.

3. The Court has perused the Settlement Agreement dated 02.11.2015. The same has been signed by the authorised representative of the plaintiff, defendants No.1 and 2, the proprietor of the defendant No.4 and their respective counsels as also by the learned Mediator. Enclosed with the Settlement Agreement is the Special Power of Attorney executed in favour of Shri Chandra Kishore, one of the partners of the plaintiff/company residing in Delhi.

4. 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 and the parties shall remain bound by the terms and conditions of the settlement recorded therein.

5. The suit is decreed in terms of the settlement arrived at between the parties and recorded in the Settlement Agreement dated 02.11.2015. The parties are left to bear their own expenses.

6. At this stage, counsel for the plaintiff states that in view of the fact that the parties have arrived at a negotiated settlement prior to the stage of framing of issues, the plaintiff may be permitted refund of the court fee under Section 16 of the Court Fee Act.

7. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue certificates in favour of the plaintiff for refund of the court fees, as per law.

8. The suit is disposed of alongwith the pending applications.

HIMA KOHLI, J

DECEMBER 07, 2015

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