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

+ CS(OS) 628/2015

KISHORE ZARDA FACTORY Plaintiff
Through: Mr. Prakhar Sharma, Advocate

versus

HEMA TABACCO COMPANY PVT LTD Defendant
Through: Mr. Ranjeet Kumar Singh, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
05.11.2015

1. Pursuant to the parties being referred to mediation, a true copy of the Settlement Agreement dated 07.10.2015 is handed over by the counsels for the parties. They state that the terms and conditions of the settlement have been set out in para 6 of the Agreement, whereunder the defendant has undertaken not to use the trademark, "CHALCHAL/CHALCHAL 93" and the impugned label mark and packaging in respect of chewing tobacco. The defendant has also recognised the rights of the plaintiff in their registered trademarks and label marks under the title, "HALCHAL/HALCHAL 92" and its variants. The defendant has agreed to pay to the plaintiff a sum of Rs.1,25,000/-, including a sum of Rs.50,000/- in cash mentioned in

clause 6(d) of the Agreement in full and final settlement of all its claims, which amount has been duly received by the plaintiff. Counsels for the parties state that the suit may be decreed in terms of the Settlement Agreement.

2. The Court has pursued the Settlement Agreement dated 07.10.2015. The same has been signed by Shri Chander Kishore, partner of the plaintiff/firm and the Director of the defendant/firm and their respective counsels as also by the learned Mediator.

3. 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 parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement.

4. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 07.10.2015, while leaving the parties to bear their own expenses. Decree sheet be drawn accordingly.

5. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through court annexed mediation, the plaintiff is entitled to claim refund of the court

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

6. 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, as per law.

7. The suit is disposed of, along with the pending application.

File be consigned to the record room.

HIMA KOHLI, J

NOVEMBER 05, 2015

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