

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

+ CS(OS) 2394/2011

Decided on : 21.01.2015

IN THE MATTER OF:

BABU RAM OM PRAKASH Plaintiff
Through : Mr. Ashok Mittal, Advocate

versus

PRADHAN HERBAL COMPANY Defendant
Through : Ms.Insha Mir and Mr.Mahabir,
Advocates

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

HIMA KOHLI, J.(Oral)

1. Counsels for the parties state that pursuant to the order dated 29.10.2014, wherein the parties were referred by the learned Joint Registrar to the Delhi High Court Mediation & Conciliation Centre to explore the possibility of arriving at a negotiated settlement, a Settlement Agreement dated 19.12.2014 has been placed on record.

2. It is stated by the counsels for the parties that the terms and conditions of the settlement arrived at between the parties, have been set out in clauses (a) to (c) of the Settlement Agreement, whereunder the defendant has undertaken not to use the plaintiff's registered

trademark "Diamond/Black Diamond" with prefix or suffix in respect of Henna Power (Mehandi) or allied goods and further, not to use any label/copyright similar to the plaintiff's label duly registered under the Copyright Act, having the mark "Diamond/Black Diamond".

3. The Court has perused the Settlement Agreement dated 19.12.2014. The same has been signed by the proprietor of the plaintiff company, Shri Babu Ram Om Prakash, and the authorized representative of the defendant as also the learned Mediator. Enclosed with the Settlement Agreement is a letter of authorization dated 10.12.2014, executed by the partner of the defendant firm, authorizing its Advocate to sign the Settlement Agreement on its behalf.

4. As the counsels for the parties state that the parties 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 same. The parties shall remain bound by the terms and conditions of the settlement.

5. The Settlement Agreement dated 19.12.2014 is taken on record and the suit is decreed in terms of the said settlement. The suit is disposed of, while leaving the parties to bear their own costs.

6. Counsel for the plaintiff states that the Registry be directed to

release the original documents filed by the plaintiff.

7. Subject to the plaintiff filing the certified copies of the original documents filed by it, it shall be entitled to return of the same from the Registry.

8. At this stage, counsel for the plaintiff states that as the parties have arrived at a settlement through the court annexed mediation and the suit is still at the stage of completion of pleadings, the plaintiff is entitled to claim refund of the 50% of the court fees in terms of Section 16-A of the Court Fees Act. Ordered accordingly.

9. 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.

10. File be consigned to the record room.

JANUARY 21, 2015
sk/mk

(HIMA KOHLI)
JUDGE