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

+ CS(OS) 2614/2014

GSM (OPERATIONS) PTY LTD Plaintiff
Through: Mr. Anuradha Salhotra, Advocate
with Mr. Tushar A. John, Advocate

versus

JAI KUMAR SETHIA AND ORS Defendants
Through: Ms. Kruttika Vijay, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
19.02.2015

I.A. 3433/2015 (joint application under Order XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court settlement.
2. The details of the terms and conditions of the settlement have been set out in para 8 of the application, whereunder the defendants have acknowledged the plaintiff to be the registered proprietor of the trademark, "BILLABONG" and have further undertaken to stop the supply, sale and advertisement of the goods with the mark "BILLABANGS" on its official website, www.gilwoodfashions.com. The remaining terms and conditions of the settlement have also been set out in the present application.

3. The defendants have agreed to pay a sum of ₹2 lacs to the plaintiff through counsel as damages in full and final settlement of all the claims of the plaintiff against them in the present suit. A cheque bearing No.001101 dated 28.01.2015 for a sum of ₹2 lacs, drawn on HDFC Bank, J.P. Nagar, II Phase, Bangalore has been handed over by the counsel for the defendants and is duly accepted by the counsel for the plaintiff.

4. The Court has pursued the present application. The same has been signed by the plaintiff and the defendants No.1 to 5, apart from their respective counsels. The application is supported by the affidavits of the signatories to the application. Counsel for the defendants states that the defendants No.4 and 5, who are the sole proprietors of their respective proprietorship concerns, have signed the application and the affidavits in support thereof in their personal capacity.

5. As counsels for the plaintiff and the defendants 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 settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

6. The suit is decreed in terms of the settlement arrived at and recorded in the application, while leaving the parties to bear their own costs.

7. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement at the stage of pleadings, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A 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 50% of the court fees, as per law.

9. File be consigned to the record room.

HIMA KOHLI, J

FEBRUARY 19, 2015

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