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

+ CS(OS) 3138/2012 & CC No. (to be numbered) and
IA No.19388/2012

WIPRO LIMITED Plaintiff

Through : Mr. Manu Beri, Advocate

versus

RENATTE SWITCHGEARS & ORS Defendants

Through : Ms. Aamna Hasan, Advocate
for D-1 & 3.

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 07.04.2015

1. Pursuant to the parties being referred to the Delhi High Court Mediation & Conciliation Centre, a Settlement Report dated 10.3.2015 has been placed on record. It has been stated in the Settlement Report that the parties have settled their *inter se* disputes by virtue of a document entitled, "Settlement Terms", dated 10.3.2015, that has been enclosed with the Settlement Report and marked as Annexure-A.

2. As per the terms and conditions recorded in the Settlement Terms dated 10.3.2015, it has been agreed by the parties that the defendants No.1 & 3 will continue to sell the products being manufactured by them and the defendant No.2 has unequivocally

acknowledged the plaintiff's proprietary rights in the registered design, as detailed in para 3 of the Settlement Terms. Subject to the aforesaid terms, the plaintiff has agreed not to press for the relief of damages or rendition of accounts against the defendants and the defendants No.1 & 3 have also agreed not to press for damages against the plaintiff as raised in the counter claim.

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

4. The Court has pursued the Settlement Report and the Settlement Terms enclosed therewith and marked as Annexure-A. The same has been signed by the authorized representatives of the plaintiff and the defendants. Enclosed with the Settlement Report dated 10.3.2015 is an extract of the Board of Directors' Resolution dated 30.11.2014 of the defendant No.2 company.

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 Settlement Terms is taken on record. The parties

shall remain bound by the terms and conditions of the settlement recorded in the application.

6. The suit and the counter claims are decreed in terms of the settlement arrived at and recorded in the Settlement Report and the Settlement Terms marked as "Annexure-A", both dated 10.3.2015, while leaving the parties to bear their own costs.

7. At this stage, learned counsels for the plaintiff and the defendants No.1 & 3 state that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, they are entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

8. In view of the aforesaid submission made by the counsels for the parties, the Registry is directed to issue a certificate in favour of the plaintiff and the defendants No.1 & 3, for refund of the court fees, as per law.

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

10. File be consigned to the record room.

HIMA KOHLI, J

APRIL 07, 2015

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