

\$~18.

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

+ CS(OS) 2890/2014 and I.A. 18496-18497/2014

M/S RSPL LTD Plaintiff

Through: Mr. D.K. Yadav, Advocate

versus

M/S SHREE A.M INDUSTRIES Defendant

Through: Mr. Madan Mohan, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
09.07.2015

I.A. 13401/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that during the pendency of the suit proceedings, they have arrived at an out of court settlement.

2. The terms and conditions of the settlement have been set out in paras 8 to 12 of the application, whereunder the defendant has given an undertaking not to use the trademark/label, "GHARI" as well as the wrapper/packaging/trade dress of "GHARI LABEL" and the punch lines mentioned in para 8 in any manner in relation to its goods/services/trademark/packaging/trade dress etc. that may

amount to infringing/passing off its trademark/label/copyright. The defendant has also given certain undertakings to the plaintiff in para 11 of the application and in lieu of the aforesaid undertakings and assurances, the plaintiff has agreed not to press the prayer for rendition of accounts. Counsels for the parties state that the suit may be decreed in terms of prayer clause 47(A)(i) to (iii) of the plaint.

3. The Court has pursued the present application. The same has been signed by the authorized representative of the plaintiff and the proprietor of the defendant and their respective counsels and is supported by the affidavits of the signatories to the present application.

5. 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.

6. The suit is decreed in terms of the prayer clause 47(A) (i) to (iii) of the plaint and the terms and conditions of the settlement recorded in the present application, while leaving the parties to bear their own expenses.

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

File be consigned to the record room.

HIMA KOHLI, J

JULY 09, 2015

rkb/ap