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

+ CS(OS) 8/2011 & IAs No.36/2011 & 5784/2013

MONTBLANC SIMPLO GMBH Plaintiff
Through: Ms. D.Neha Reddy and Mr.Siddhant
Chamola, Advocates

versus

M/S CHUNNI LAL HAZARI LAL & ORS. Defendants
Through: Mr. Eashan Ghosh, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
30.04.2015

I.A. 3713/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been filed by the parties stating *inter alia* that they have arrived a settlement.
2. The terms and conditions of the settlement are set out in paras 1 to 11 of the application. The defendants acknowledge the plaintiff's proprietary rights in the trademark registrations mentioned in para 1 of the application and they have given some undertakings to the plaintiff. In view of the said undertakings, the plaintiff has agreed to give up the prayers at para 54(b), (c) & (d) of the plaint.

3. Counsels for the parties state that the suit may be decreed in accordance with the terms of the conditions recorded in the application.

4. The Court has perused the present application. The same has been signed by the authorized signatory of the plaintiff, proprietors of the defendants No.1 to 4 and their respective counsels. The application is supported by the affidavits of the signatories to the application.

5. As the counsels for the parties state that the parties have arrived at an out of Court 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. The application is allowed and the suit is decreed in terms of the settlement recorded therein. The suit is disposed of alongwith the pending applications, while leaving the parties to bear their own expenses.

6. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at an out of court settlement, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16-A of the Court Fees Act.

7. 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.

File be consigned to the record room.

HIMA KOHLI, J

APRIL 30, 2015

mk/rkb