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

+ CS(OS) 3189/2014 and I.A. 22496/2014, 20420/2014

MW EAT LTD Plaintiff

Through: Mr. Arjun Mukherjee, Advocate

versus

NEW MASALA ZONE & ANR Defendants

Through: Mr. Hemant Malhotra, Advocate with
defendant No.2 in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **09.04.2015**

1. Counsels for the parties state that they have already resolved their *inter se* dispute inasmuch as the defendants had filed an application, registered as I.A. 22496/2014, wherein it was stated that they have stopped using the trademark/name "New Masala Zone" and the defendant No.1/restaurant operating in the name and style of "New Masala Zone" had been shutdown w.e.f. 28.10.2014.

2. On 17.11.2014, counsel for the plaintiff had stated that if the defendants undertake to the plaintiff that they shall not use the aforesaid trademark/name, "New Masala Zone" or any other trademark/name, which is identical or deceptively similar to the said trademark/name, the plaintiff would be ready to settle the dispute with the defendants.

3. Today, counsel for the plaintiff states that the suit may be decreed in terms of prayer clause (i) in para 44.
4. Counsel for the defendants states on instructions that he does not have any objection to the aforesaid request.
5. Accordingly, the suit is decreed in terms of the prayer clause (i) in para 44 and the defendants, their directors, partners, proprietors, servants, agents etc. are restrained from using the trademark/name, "New Masala Zone" or any other trademark/name, which is identical or deceptively similar to the plaintiff's trademark/name, "MASALA ZONE" in relation to restaurants, hotels, hospitality and other allied services including on their website or as part of their advertisement, which may result in passing off, misrepresentation and dilution.
6. Counsel for the plaintiff states that in view of the fact that the defendants concede the decree in terms of prayer clause (i) in para 44, he does not wish to press the remaining reliefs sought in the suit.
7. Accordingly, the suit is decreed on the aforesaid lines, while leaving the parties to bear their own costs.
8. The suit is disposed of alongwith the pending applications.

APRIL 09, 2015
rkb/sk

HIMA KOHLI, J