

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + **CS(OS) 3259/2014 and IAs No.21110/2014 & 2388/2015**

Decided on 09.04.2015

IN THE MATTER OF:

M/S HARBIR AGROTECH & ANR Plaintiffs
 Through : Mr. D.K. Yadav, Advocate.

versus

VISHAL SINGH & ANR Defendants
 Through : Mr. Samrat Nigam, Adv. for D-1
 with D-1 in person.
 Mr. Ramesh Kumar, Advocate for D-2 with
 D-2 in person.

CORAM
HON'BLE MS.JUSTICE HIMA KOHLI

HIMA KOHLI, J. (Oral)

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 20.3.2015 has been placed on record and the terms and conditions of the settlement have been set out in para 6 thereof.
2. Counsel for the plaintiffs states that in terms of the settlement arrived at between the parties, the defendants have undertaken not to use the logo reflected in para 17 of the plaint and they may be directed to withdraw the applications filed by them before the Registrar of Trademark for registration of the said logos.
3. Counsels for the defendants assure the Court that necessary

steps shall be taken by their clients in this regard within four weeks.

4. Counsel for the plaintiffs hands over a cheque of Rs.5.50 lacs drawn in favour of the defendant No.1, in terms of clause 6(f) of the Settlement Agreement, which is duly accepted by the defendant No.1, through counsel.

5. Counsels for the parties jointly state that the suit may be decreed in terms of the settlement arrived at between the parties.

6. The Court has pursued the Settlement Agreement dated 20.3.2015. The same has been signed by the authorized signatories/Directors of the plaintiffs and the defendant No.1 and the proprietor of the defendant No.2 along with their respective counsels as also by the learned Mediator.

7. As counsels for the plaintiffs 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 aforesaid Settlement Agreement.

8. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 20.3.2015 and on the

conditions recorded hereinabove, while leaving the parties to bear their own costs.

9. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

10. 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 plaintiffs for refund of the court fees, as per law.

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

12. File be consigned to the record room.

APRIL 09, 2015
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(HIMA KOHLI)
JUDGE